



Regular City Commission Meeting Agenda

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

Mayor Todd Drosky

Vice Mayor Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Daniel Shanetzky

District 4 Commissioner Tom Plaut

Monday

September 14, 2026

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes

Attachment: April 8, 2026, May 6, 2026

Planning & Zoning Board Meeting Minutes

Attachment: August 6, 2026

APPROVAL OF THE AGENDA

September 14, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84832143473?pwd=0VGSZBqh9SLG7fCdIE6ZjWBrXPBaA.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 848 3214 3473#

Participant ID: #

Passcode: 540184#

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

BUDGET & MILLAGE PUBLIC HEARINGS

1. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 4/5 vote of the City Commission

Sponsor: Office of the City Manager & Department of Financial Services

Attachment: FY27 Millage Rate

2. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD OF FUNDING TO FULFILL OUTSTANDING PURCHASE ORDERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Office of the City Manager & Department of Financial Services

Attachment: FY27 Budget

3. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA**

STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Community Redevelopment Agency & Department of Financial Services

Attachment: FY27 CRA Budget

PRESENTATIONS

4. Legislative update by Senator Tina Polsky.

Sponsor: Office of the City Manager

AWARDS & RECOGNITION

5. Proclamation presented to the Climate Reality Project, North Broward & Palm Beach, FL Chapter, in recognition of Food Waste Prevention Week.

Sponsor: Mayor Drosky

6. Proclamation presented to the National Alliance on Mental Illness for National Suicide Prevention Month.

Sponsor: Department of Community Services

PUBLIC HEARINGS

7. P.H. 2026-079: Resolution 2026/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; providing authority, purpose, and definitions; confirming the preliminary rate resolution; reimposing fire rescue assessments against assessed property located within the City of Deerfield Beach and approving the assessment roll for the fiscal year beginning October 1, 2026; providing for collection; providing for

application of assessment proceeds; providing for effect; providing for conflicts, severability, 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 Financial Services & Office of the City Manager

Attachment: Fire Rescue Assessment

- 8. P.H. 2026-080: Resolution 2026/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of stormwater management services provided by the City's Stormwater Utility; providing authority, purpose and definitions; confirming the preliminary rate resolution; reimposing stormwater service assessments against certain developed property within the City of Deerfield Beach, Florida, for the fiscal year beginning October 1, 2026; approving the assessment roll and providing for collection; providing for application of assessment proceeds; providing for effect, conflicts, severability, 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 Financial Services & Office of the City Manager

Attachment: Stormwater Service Assessment

PUBLIC HEARINGS – FIRST READINGS

- 9. ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION FOR THE CITY-OWNED PARCEL CONSISTING OF APPROXIMATELY 3.75 NET ACRES LOCATED AT 1045 SW 11TH WAY FROM COMMUNITY FACILITIES TO COMMERCIAL (LUPA #67A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and transmit to Broward County

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

Sponsor: Department of Planning & Development Services

Attachment: LUPA #67A

- 10. ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 3.75 NET ACRES OF LAND LOCATED AT 1045 SW 11TH WAY FROM COMMUNITY FACILITIES (CF) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 26-R-211); PROVIDING FOR A MAXIMUM OF 150 WORKFORCE HOUSING DWELLING UNITS AND 120 HOTEL UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and transmit to Broward County.

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

Sponsor: Department of Planning & Development Services

Attachment: Application 26-R-211

PUBLIC HEARINGS – SECOND READINGS

- 11. P.H. 2026-089: ORDINANCE 2026/ - 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 \$10,500,000, TO PROVIDE FUNDS TO PAY THE COST OF PURCHASING CERTAIN PUBLIC SAFETY VEHICLES, INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT TO THE CITY FOR PREVIOUSLY PURCHASED PUBLIC SAFETY VEHICLES TO THE EXTENT PERMISSIBLE UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; 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 CONFLICTS; 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: Debt Obligations

- 12. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a loan in the aggregate principal amount of not exceeding \$10,500,000 to provide funds to pay the cost of purchasing certain public safety vehicles and certain long-term maintenance plans for such public safety vehicles, including, without limitation, reimbursement to the City for previously purchased public safety vehicles to the extent permissible under the Internal Revenue Code of 1986, as amended, and related costs of issuance; authorizing the issuance of a Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026, to evidence such loan; making findings and determinations as to the Loan and the Series 2026 Note; accepting the lender's proposal to provide the loan and purchase the Series 2026 Note; providing that the City's obligations under the Loan and the Series 2026 Note 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 2026 Note; authorizing other required actions in connection therewith; providing for conflicts and 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 2026 Note

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes. 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

- 13. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing William Quatromoni as an alternate member to the Marine Advisory Board; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Shanetzky

Attachment: MAB Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 14. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Real Food Boca, LLC, to host a farmers market within the Rivertowne Square Plaza located at 1015-1219 S. Federal Highway every Saturday during the months of October 2026 through May 2027 from 9:00 a.m. to 1:00 p.m.; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Real Food Boca, LLC

- 15. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Work Authorization with WGI, Inc. to provide for additional services relating to the Central City Rezoning Study Project and increase the total compensation amount not to exceed by \$14,105.00 to**

\$62,740.00; providing for implementation and an effective date. (*Funds from Account #100-100-150-1500-000-51500-503299 - Other Contractual Services*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: WGI, Inc.

- 16. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an interlocal agreement with the Deerfield Beach Housing Authority for the City to provide loan funding in the amount of \$700,000.00 to the Housing Authority to assist with its Affordable Housing Program; providing for implementation and an effective date. (*Funds from multiple accounts*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Deerfield Beach Housing Authority

- 17. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the U.S. Department of Transportation Safe Streets and Roads for All Grant Agreement No. 693JJ32640219 for the NE 3rd Avenue Safety Improvements Project to amend the project schedule and extend the grant period through April 10, 2031, for completion of the project; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Safe Streets and Roads for All Grant

- 18. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Shiff Construction and Development, Inc. for general contracting services including interior and exterior repairs at Fire Station Nos. 4, 66 and 75, utilizing the terms of Sourcewell Contract No. FL-R4-GC-092524-SCD in an amount not to exceed \$212,451.87; providing for execution and an effective date. (*Funds from Account***

#100-200-340-1906-000-52900-506022 - Public Safety Buildings)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Municipal Services

Attachment: Shiff Construction and Development, Inc.

- 19. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Lakdas/Yohalem Engineering, Inc. to provide professional services related to the 25-year recertification for structural life safety inspections for four city facilities in an amount not to exceed \$74,900.00; providing for execution and an effective date. (Funds from Account #100-200-340-1906-000-52900-506022- Public Safety Buildings)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Lakdas/Yohalem Engineering, Inc.

- 20. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Gallo Architects & Development Consultants, Inc. to provide professional services related to life safety assessments, kitchen improvements, HVAC evaluations and building hardening for Fire Station No. 4 and Fire Station No. 75 in an amount not to exceed \$144,500.00, plus a 15% city contingency in the amount of \$21,675.00 to address unforeseen conditions and necessary adjustments during the project; providing for execution and an effective date. (Funds from Account #100-200-340-1906-000-52900-506022 - General Fund/Public Safety Buildings)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Gallo Architects & Development Consultants, Inc.

DEPARTMENTAL BUSINESS

- 21. Update regarding the Rebuilding Together Broward Neighborhood Revitalization**

Program.

Sponsor: Department of Economic Development

- 22. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the rankings and funding allocations to charitable and public purpose organizations for the fiscal year 2027 Community Participation Grant Program in a total amount not to exceed \$235,000.00; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: FY27 Community Participation Grant Program

- 23. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an agreement with Dr. Craig B. Kushnir, D.O., LLC, to serve as medical director for the City's Fire Rescue Department for a two-year term, with one additional one-year renewal option, in an annual amount of \$48,000.00; providing for implementation and an effective date. (*Funds from Account #100-200-220-2200-000-52200-503099 - Other Professional Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Deerfield Beach Fire Rescue Department

Attachment: Dr. Craig B. Kushnir, D.O., LLC

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 24. ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," TO CREATE DIVISION 6 "PUBLIC SAFETY ADVISORY COMMITTEE"; ESTABLISHING THE PUBLIC SAFETY ADVISORY COMMITTEE AND PROVIDING FOR MEMBERSHIP, POWERS, AND DUTIES; PROVIDING FOR**

CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for October 6, 2026

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

Sponsor: Commissioner Shanetzky

Attachment: Public Safety Advisory Committee

25. City Manager's Annual Performance Evaluation.

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: CM Performance Evaluation

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, October 6, 2026

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.

Education Advisory Board (EAB)
Meeting Minutes
Wednesday, April 8, 2026
5:30 pm
Hillsboro Community Center

Call to Order and Roll Call

Chair Lubin called the meeting to order at 5:30 pm.

Members Present: Chair Michael Lubin, District 1
 Barbara Gerson, District 3
 Kathy Sklare, District 4

Also Present: Jonathan Salas, City of Deerfield Beach
 Giovanni Moss, City of Deerfield Beach

Approval of Minutes

MOTION was made by Ms. Gerson and seconded by Ms. Sklare to approve the March 4, 2026, meeting minutes. The MOTION was carried unanimously.

Presentation

Dr. Latori Fulton, Principal of Deerfield Beach Middle School

Dr. Fulton advised the board:

- International Baccalaureate Program
- Deerfield Beach Middle School Symphonic Band
- Extracurricular activities
- Deerfield Beach Middle School is currently a B-status school and is working to become A status

Board Discussion

A. Back-to-School Annual Block Party

Mr. Salas advised the board that the Back-to-School Annual Block Party will be held on Saturday, August 1, 2026, at Oveta McKeithen Recreational Complex.

Mr. Salas asked the board if they have any ideas to enhance the experience, please bring them to the board.

B. Summer Meeting Schedule

Mr. Salas discussed the summer schedule with the board. The board voted to recess from June through August and resume meetings in September.

MOTION was made by Ms. Sklare and seconded by Ms. Gerson to approve the Summer Meeting Schedule. The MOTION was carried unanimously.

C. Trades Scholarship Discussion Follow-Up

Mr. Salas advised the board that the trades scholarship was briefly discussed at the last meeting, but no direction was given on whether the board would like to discuss it further or wait until the end of the school year.

Chair Lubin stated that following a presentation by the George Snow Scholarship Fund, the board tabled participation in a potential city trade school scholarship due to substantial funding available in Broward County. The board will gather more information by the beginning of summer on how students can apply.

D. Juneteenth Poster Contest - Finalizing

Mr. Salas advised Ms. Sklare to review the posters for the Juneteenth Poster Contest, as she was not at the last meeting. After reviewing all of the posters, the votes were entered and tallied.

Mr. Salas stated the winner of the Juneteenth Poster Contest is Chase Chapman

MOTION was made by Ms. Sklare and seconded by Mr. Gerson for the Juneteenth Poster Contest. The motion was CARRIED unanimously.

E. High School Academic Scholarship Scoring – Finalizing

Mr. Salas advised the board that the scores were tied and presented three options: (A) a joint award, splitting the \$3,500 prize into \$1,750 each; (B) re-scoring the essays to determine first and second place; or (C) selecting a winner by lottery.

MOTION was made by Ms. Gerson and seconded by Ms. Sklare to approve a joint award, splitting the \$3,500 prize into \$1,750 each. The MOTION was carried unanimously.

Mr. Salas advised the board that the winners of the High School Academic Scholarship are Hadassah Reis & Timilia Shellman, both of whom scored 187 points.

Ms. Gerson suggested inviting the applicants to a board meeting before they are selected.

Chair Lubin would like to table the discussion until the full committee is in place.

F. Teacher Incentive Program Discussion

Mr. Salas informed the board that he and Mr. Moss have been meeting with local business partners to explore ways to strengthen and expand the program. He also noted that the City offers Save Local Cards, which have been distributed to teachers at local schools. These cards can be presented at participating businesses in Deerfield Beach to receive discounts on purchases.

Mr. Salas advised that they have explored several ideas but have not yet received a response. He stated that one idea presented by Chair Lubin was to allow schools to utilize the community center for certain events as an incentive. Another incentive Mr. Salas proposed is to have fitness instructors visit schools on teacher workdays to lead classes for teachers. He noted that they are currently awaiting feedback from the Parks and Recreation Department.

Chair Lubin suggested the following incentives to the board:

- Schools could utilize the Cove Brewery for happy hour, with food and drinks offered at a discounted rate.
- An area at the beach could be reserved, with food and drinks provided; each school could select a designated day throughout the year.
- Horse therapy sessions could be held at Tradewinds Park, where participants would have the opportunity to walk through the barns, interact with the horses, and enjoy food and drinks. Additionally, local nonprofits will be hosting an event on May 15 from 5:00 p.m. to 8:00 p.m.

Staff Updates

Mr. Salas advised the board that Vennillia Wyatt is no longer with the City of Deerfield Beach. He requested that all correspondence be directed to Mr. Salas and Mr. Moss until further notice. He also noted that, moving forward, Mr. Moss will serve as the liaison for the Education Advisory Board.

Mr. Salas informed the board that the awards for High School Academic Scholarship, Juneteenth Poster Contest & Teachers of the Year will be held at the commission meeting on April 21st. Mr. Salas encourages all board members to attend.

Board Updates

Deerfield Park Elementary – Ms. Gerson didn't have any updates.

Park Ridge Elementary - No updates.

Quiet Waters Elementary - No updates.

Deerfield Beach Elementary - Chair Lubin attended their SAC meeting. April 20th, they will be having a school information parent night from 8:30 am to 10:00 am. April 13th, they will have a math night, time TBA. The school is offering tutoring 6 weeks after school ends on Tuesdays & Thursdays from 2:15 pm – 3:30 pm

Deerfield Beach Middle - Chair Lubin advised there is tutoring available before school, after school, & weekend to meet their goals.

Deerfield Beach High School - No updates.

Tedder Elementary – No updates.

Comments from the Public

Joel Smith, a City resident, informed the board that he serves as a resource for school supplies and elementary school uniforms. He asked that principals be notified and referred to him, noting that he also has additional resources available.

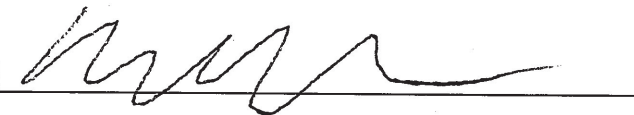
Mr. Smith also shared that he is working with Parks and Recreation, as well as Broward County Schools, to establish a remote GED learning site. For a fee of \$65, participants will be able to take GED classes remotely, with days and times to be determined, and receive support from a GED instructor at the Johnny L. Tigner Community Center. Participants will still be required to visit an official GED testing site to complete the four-part exam.

Additionally, Mr. Smith announced that on April 11, in partnership with the Children's Services Council, he will host the Broward Aware Family Fun Day. He requested the City's assistance in helping to advertise the event.

Adjournment

MOTION was made by Barbara Gerson and seconded by Kathy Sklare to adjourn the meeting at 7:01 pm. The motion was CARRIED unanimously.

Minutes approved

A handwritten signature in black ink, appearing to be 'M. M.', written over a horizontal line.

Date 09/02/2020

Education Advisory Board (EAB)
Meeting Minutes
Wednesday, May 6, 2026
5:30 pm
Hillsboro Community Center

Call to Order and Roll Call

Chair Lubin called the meeting to order at 5:34 pm.

Members Present: Chair Michael Lubin, District 1
 Dotty Plaut, Mayor
 Barbara Gerson, District 3
 Kathy Sklare, District 4

Also Present: Jonathan Salas, City of Deerfield Beach
 Giovanni Moss, City of Deerfield Beach

Approval of Minutes

MOTION was made by Ms. Plaut to change the March 4, 2026 meeting minutes due to clerical error. MOTION was seconded by Ms. Gerson. The MOTION was carried unanimously.

Presentation

Kelvin Walker – Parks and Recreation Manager

Mr. Walker advised the board on summer activities that would be offered:

- Summer 2026: June 8 through August 1 (2 elementary camps)
- Teen site
- DFB Future Leaders Program: 8-week youth job experience and mentorship program
- Youth programs: DFB Travel Soccer; youth basketball at Rob Memorial Gym; Friday Night Jam; swimming lessons; junior lifeguard camp; martial arts, arts, and senior activities; YES (Youth Empowerment Squad) mentorship program
- Juneteenth and Fourth of July celebrations are open to the public.
- Mr. Kelvin asked for assistance with Community outreach: ongoing coordination with schools; plan to share program details via parent portals and direct outreach.
- Advised that the GED classes will be added to the Tigner Center in August 2026.

Board Discussion

Staff Updates

A. George Snow Foundation

Mr. Moss advised that the city is exploring a partnership with the George Snow Scholarship Fund to provide additional scholarship opportunities, particularly for Broward County high school students pursuing skilled trades—and will present the details to the board after the summer.

B. Teacher Incentive Program

Staff will use the summer to develop a comprehensive incentive program for teachers, incorporating recommendations previously provided by the Board. Staff from Recreation, Economic Development, and Health & Support will collaborate on the program. A finalized proposal will be presented to the Board when school resumes for feedback and approval before being shared with local schools.

Board Updates

Chair Lubin provided information about the Senior Awards Night, which is held at Deerfield Beach High School on May 8, 2026 at 6:00 PM.

Chair Lubin advised that he attended SAC meetings and gave updates to the Board on middle school students testing.

Chair Lubin provided information about a Nonprofit Networking Event: Board members and community nonprofits are invited to a networking event at Tradewinds Park's Equine-Assisted Therapy facility on Friday the 15th, from 5:00–8:00 PM. The event will provide an opportunity for local nonprofits to connect, collaborate, and learn how they can support one another. Food and beverages will be provided.

Comments from the Public

Joel Smith 47 Northwest 47 Terrace advised that he worked with Kelvin Walker to work with the School Board of Broward County Adult Education to bring GED classes to the community members.

Joel Smith gave a Community Event Highlight: An April 11th Broward Aware/Child Protection Month event was held at the Tigner Center in partnership with the Children's Services Council of Broward County. The event showcased local student talent, including performances by the high school jazz band, middle school band and cheerleading team, and Deerfield Park Elementary's drumline. The event also helped highlight the strength of the City's youth music programs to local families and the community.

Adjournment

MOTION was made by Dotty Plaut and seconded by Barbara Gerson to adjourn the meeting at 5:58 pm. The motion was CARRIED unanimously.

Minutes approved _____



Date 09/02/2026

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
August 6, 2026
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 Bennett.

ROLL CALL

Present: Michelle Balaun
Joe Chancy, Alternate
Angela Falzone
Domenic Piso, Alternate
Keith Porter
Bridgette Beckford, Vice Chair
Brian Bennett, Chair

Also Present: Heather Waldstein, Assistant Director of Planning and Development Services
Anthony Soroka, City Attorney
Aaron Maraj, Assistant City Clerk

Absent: Judith Lovely, Alternate
Brian Shartrand, Alternate

APPROVAL OF MINUTES

Mr. Porter made a motion, seconded by Ms. Balaun to approve the June 4, 2026 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

1. P.H. 2026-066: APPLICATION 25-R-202

Applicant: Greenspoon Marder LLP

Proposal: Seeking a Rezone, concurrent with Minor Site Plan approval (99-B1-146 Rev. 1), from the B1 "Business, Community" zoning district to B3 "Business, General" zoning district.

Location: The property is described as COLONNADE BUSINESS CENTER 1 139-49 B A POR OF PAR A DESC AS: COMM AT NW COR SAID PAR A; E 420.24; S 107.30 TO POB CONT S 248.97; E 431.71; N 356.23 TO N LINE OF PAR A; W 240.38 TO P/C; WLY & SLY AN ARC DIST OF 41.23; SLY & WLY AN ARC DIST 124.13 TO P/T; W 91.82 TO POB, more particularly described in the file, and located at **2100-2150 SW 10th Street (Folio #484211100011).**

2. P.H. 2026-067: APPLICATION 25-P-243

Applicant: Greenspoon Marder LLP

Proposal: Seeking a Plat Note Amendment, concurrent with the Minor Site Plan (99-B1-146) approval to amend the note restricting development to office and commercial uses and to allow for the proposed warehouse use.

Location: The property is described as COLONNADE BUSINESS CENTER 1 139-49 B A POR OF PAR A DESC AS: COMM AT NW COR SAID PAR A; E 420.24; S 107.30 TO POB CONT S 248.97; E 431.71; N 356.23 TO N LINE OF PAR A; W 240.38 TO P/C; WLY & SLY AN ARC DIST OF 41.23; SLY

& WLY AN ARC DIST 124.13 TO P/T; W 91.82 TO POB, more particularly described in the file, and located at **2100-2150 SW 10th Street (Folio #484211100011)**.

3. P.H. 2026-068: APPLICATION 99-B1-146 Rev.1

Applicant: Greenspoon Marder LLP

Proposal: Seeking Minor Site Plan approval to convert a portion of an existing office building into a warehouse on an existing 3.14-acre property, including a Technical Deviation (Case 2655) from the minimum requirement of 162 parking spaces to allow for 159 parking spaces, a deviation of three (3) spaces, and associated site improvements.

Location: The property is described as COLONNADE BUSINESS CENTER 1 139-49 B A POR OF PAR A DESC AS: COMM AT NW COR SAID PAR A; E 420.24; S 107.30 TO POB CONT S 248.97; E 431.71; N 356.23 TO N LINE OF PAR A; W 240.38 TO P/C; WLY & SLY AN ARC DIST OF 41.23; SLY & WLY AN ARC DIST 124.13 TO P/T; W 91.82 TO POB, more particularly described in the file, and located at **2100-2150 SW 10th Street (Folio #484211100011)**.

Summary Background/Explanation

Greenspoon Marder, LLP, authorized agent for Geneva 2100, LLC is seeking Minor Site Plan approval on a 3.1-acre site to convert a portion of the existing 25,000 square foot office building B into a office/warehouse with 9,983 square feet of office space and 15,017 square feet of warehousing, a request for a Technical Deviation (Case 2655) from the minimum requirement of 162 parking spaces to allow for 159 parking spaces, a deviation of three (3) spaces which is the result of a newly proposed loading area, and associated site improvements, including the addition of a roll-up door, and modifications to curbing, asphalt, and landscape islands.

Concurrent with the Minor Site Plan approval and Technical Deviation request is a request for a Rezone (24-R-202) from the B1 "Business, Community" zoning district to B3 "Business, General" zoning district which will allow for the proposed office/warehouse use; a Plat Note Amendment (25-P-247) to amend the note currently restricting development to 70,000 square feet of office use and 159,394 square feet of commercial use to the proposed "Parcel A-1 (see attached legal description) of this Plat is restricted to 12,000 square feet of commercial, 17,000 square feet of office, and 12,000 square feet of warehouse. The remainder of this Plat is restricted to 70,000 square feet of office and 159,394 square feet of commercial."

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

Heather Waldstein, Assistant Director of Planning and Development Services, provided a brief overview of items 1 through 3, which were discussed together and voted upon simultaneously. She noted a correction to the plat amendment backup materials, clarifying that the project included 12,000 square feet of office space and 17,000 square feet of warehouse space, rather than 17,000 square feet of office space. She stated that 268 public notices were mailed, three were returned as undeliverable, and one letter was received in support of the project.

Dennis Mele, Greenspoon Marder LLP, representing the applicant, highlighted a PowerPoint presentation. He stated that, regarding the technical deviation, both the applicant's and the City's traffic engineers had reviewed the proposal and determined that the available parking was sufficient. He explained that the rezoning to B-3 would be accompanied by a Declaration of Restrictive Covenants limiting certain uses deemed too intensive for the property. Additionally, he stated that the only physical modifications would include installing a roll-up door at the rear of the building to provide access the warehouse area, modifying the driveway and associated parking spaces, and adjusting the landscape islands accordingly. Lastly, he

stated that converting a portion of the building from office to warehouse space would reduce daily morning peak-hour traffic.

In response to board member questions, Ms. Waldstein stated the project had undergone design review and that no outstanding issues remained.

In response to Chair Bennett's question, Ms. Waldstein explained that the technical deviation was incorporated into the site plan and that, although the Board did not typically approve technical deviations, it would be approved as part of the site plan.

Anthony Soroka, City Attorney, explained that the Board could provide a recommendation; however, the City Commission would make the final decision.

In response to Ms. Falzone's question, Mr. Mele stated that the Fire Marshal had reviewed the warehouse conversion for access and turning-radius requirements as part of the City's Development Review Committee (DRC) process and had approved the project.

In response to Chair Bennett's question, Ms. Waldstein confirmed that all required departments had approved the project and noted that it had also been reviewed and approved by the Community Appearance Board.

In response to Ms. Beckett's question, Mr. Mele confirmed that a letter of support had been received from the property owner to the south, who welcomed the applicant as a neighbor. He further explained that the proposed plat note amendment would not affect the development rights of any other parcels within the plat. Mr. Mele then reviewed the proposed restrictions applicable to the B-3 zoning district.

In response to Mr. Porter's question, Mr. Mele stated that automotive repair was not included among the proposed B-3 restrictions; however, the applicant would agree to exclude such uses if requested by the Board.

Mr. Soroka clarified that an automotive repair garage was permitted as a conditional use within the B-3 zoning district, provided that all applicable conditions were satisfied; however, the Board could consider recommending its exclusion as an additional condition of approval.

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

Mr. Porter made a motion, seconded by Ms. Balaun, to approve P.H. 2026-066: Application 25-R-202 with the stipulation to exclude auto repair shops within the Declaration of Restricted Covenants. The motion CARRIED by unanimous vote.

Vice Chair Beckford made a motion, seconded by Ms. Balaun, to approve P.H. 2026-067: Application 25-P-243 as submitted. The motion CARRIED by unanimous vote.

Mr. Porter made a motion, seconded by Ms. Falzone to approve P.H. 2026-068: Application 99-B1-146 Rev.1 as submitted. The motion CARRIED by unanimous vote.

4. P.H. 2026-069: PROPOSED LAND DEVELOPMENT CODE AMENDMENT**Applicant: City of Deerfield Beach**

Proposal: Proposed amendment to Chapter 98, Article IV “Residential walls, fences and hedges”, Section 98-75 “Residential walls, fences and hedges” of the City’s Land Development Code to modify the street side (corner) yard setback in Single- and two-family dwellings.

Vice Chair Beckford made a motion, seconded by Ms. Balaun, to table P.H. 2026-069: Proposed Land Development Code Amendment. The motion CARRIED by unanimous vote.

STAFF REPORT

Next Meeting - Heather Waldstein, Assistant Director of Planning and Development Services, stated the next meeting will be held on September 3, 2026.

CHAIRMAN'S REPORT

Chair Bennett welcomed Mr. Piso to the Board.

MEMBERS' REPORTS

In response to Mr. Chancy’s request, Heather Waldstein, Assistant Director of Planning and Development Services, agreed to provide each Board member with a planning and zoning map at or before the next meeting.

ADJOURNMENT

There being no further business to discuss, Mr. Porter made a motion, seconded by Ms. Balaun, to adjourn the meeting at 7:25 p.m. The motion CARRIED by unanimous vote.

Brian Bennett, Chair
Planning and Zoning Board



Regular City Commission Meeting - September 14, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Monday, September 14, 2026, 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 September 14, 2026, 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 September 14, 2026 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**, which now requires participants to authenticate before joining meetings. Please follow the steps below to ensure you can access the meeting without delay.

Before the Meeting

- Ensure you have a Zoom account. **You can sign up for free.**
- Download or update the Zoom application at www.zoom.us if you do not already have it.

Joining the Meeting

1. Click the Zoom meeting link provided below.
2. When prompted, **sign in to your Zoom account.**
3. If you are not already signed in, Zoom will redirect you to log in.
4. After signing in, you will automatically be admitted to the meeting.

- a. **Via Zoom Online** - Access to the meeting will begin at 6:45 PM on September 14, 2026.

- i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84832143473?pwd=0VGSZBghc9SLG7fCdIE6ZjWBrXPBaA.1>
 - 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: (305) 224-1968, Meeting ID: 848 3214 3473#, Participant ID: #, Passcode: 540184#

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 September 14, 2026, 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 via Zoom, please complete the attached comment card, and e-mail it to the City Clerk at web.clerk@deerfieldbeachfl.gov prior to the meeting. If you attend in person, comment cards will be provided in the Commission Chambers.

- 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.



PUBLIC COMMENT

ONE CARD PER AGENDA ITEM OR PUBLIC COMMENT, PLEASE!

Date: _____

Agenda Item #: _____

Public Comment: (Circle one) YES/NO

If you wish to address the City Commission, please provide the below required information:

Name: _____

Address: _____

You may also provide the following optional information, so staff may contact you, if necessary:

Phone and/or E-mail Address (optional): _____

***NOTE: You have 3 minutes to speak. TIME IS NOT TRANSFERRABLE.**

Public comment shall be governed by the City Commission Meeting Rules of Procedure outlined in Resolution 2018/014, which states that 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.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-562

Agenda Date: 9/14/2026

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Background/History

In accordance with Section 200.065, F.S., during the City Commission meeting of September 14th, the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the FY27 budget and the purposes for which ad valorem tax revenues are being increased. The agenda also includes a public hearing on the FY27 proposed budget. During the budget hearings, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions prior to adopting any measures by the governing body. The governing body shall adopt its final millage rate prior to adopting its final budget.

Current Activity

The FY2027 total proposed millage rate of 6.1642 mills represents a decrease from the prior fiscal year's legally adopted total millage rate of 6.1729.

The FY2027 proposed operating millage rate of 6.0018 mills represents no increase from the prior year's operating millage rate of 6.0018. The operating millage rate of 6.0018 mills is 5.70% more than the rolled-back rate of 5.6780 mills calculated pursuant to state law.

The proposed millage rate is expected to generate a net \$71.6 million of ad valorem tax revenue, which is approximately 5.06% more than the previous fiscal year's estimate of \$68.2 million.

Ad Valorem Tax Revenue History

FY27 - \$71,646,540 (Est.)

FY26 - \$68,197,843 (Est.)

FY25 - \$62,883,491

FY24 - \$58,685,295

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the Annual Budget submitted by the City Manager for the fiscal year ending September 30, 2027 (“Fiscal Year 2027”); and

WHEREAS, the proposed Fiscal Year 2027 operating millage rate is 6.0018, which represents an increase of 5.70% over the rolled-back rate, and such percentage change is characterized as the percentage increase in property taxes pursuant to Section 200.065, Fla. Stat; and

WHEREAS, the City has provided notice and has conducted public hearings as required by Section 200.065, Florida Statutes, to consider, discuss, and hear public comment regarding the millage rate for Fiscal Year 2027.

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 of this Ordinance.

Section 2. The millage rate is hereby adopted and levied for the fiscal year beginning October 1, 2026 and ending September 30, 2027 as follows:

Operating Millage Rate	6.0018
Voted Debt Service Millage	<u>0.1624</u>
Total Millage Rate	<u>6.1642</u>

Section 3. The Fiscal Year 2027 operating millage rate of 6.0018 mills is 5.70% more than the rolled-back rate of 5.6780 mills calculated pursuant to Florida law. The voted debt service millage is 0.1624 mills.

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

Section 5. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 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 of this Ordinance as a whole or part thereof other than the part declared to be invalid.

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

Section 8. This Ordinance was adopted after a second public hearing on the subject matter hereof and notice of the public hearings were published as required by the City Charter and Florida law, which public hearings were held at 7:00 p.m. on September 9, 2026, and September 14, 2026, in the City Commission Room, City Hall, Deerfield Beach, Florida.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2026.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2026.

TODD DROSKY, 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. 2026-563

Agenda Date: 9/14/2026

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD OF FUNDING TO FULFILL OUTSTANDING PURCHASE ORDERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

A Budget Workshop was held on June 30, 2026. The workshop provided an overview and major budgetary highlights for FY27: lean leadership and budgeting approach utilized in preparation for the FY27 budget, budgetary and organizational overview of transitional police and fire rescue departments, financial market update, along with the Five-Year Capital Improvement Plan (CIP) and Parks & Recreation special events. The FY27 budget establishes programmatic and operational plans to deliver exceptional services to the community and the necessary resources needed to carry out essential government functions. The workshop also provided the City Commission and the public with an opportunity to provide input and additional recommendations.

Current Activity

Staff hereby presents for your consideration and approval the Fiscal Year 2027 Proposed Budget. The proposed budget incorporates, to the extent possible, all the recommendations that were discussed during the budget workshop. The FY 2027 Budget Summary is enclosed as Exhibit "A". The Fiscal Year 2027 Proposed Budget is available on the City's website for public review at the following link: <https://www.deerfield-beach.com/561/Budget>.

Additionally, the Chief Financial Officer will present a budget overview during the budget hearing.

Recommendation

Staff recommends approval of the second reading of the FY27 Proposed Budget.

ORDINANCE NO. 2026/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND
ENDING SEPTEMBER 30, 2027; AUTHORIZING ENCUMBRANCES
AND CARRY FORWARD OF FUNDING TO FULFILL
OUTSTANDING PURCHASE ORDERS; PROVIDING FOR
CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE**

WHEREAS, the City Manager of the City of Deerfield Beach, Florida, has submitted his annual budget report to the City Commission covering the fiscal year ending September 30, 2027 (“Fiscal Year 2027”); and

WHEREAS, the City Manager has estimated the revenues and expenditures for Fiscal Year 2027 and has determined the required millage rate for the purpose of ad valorem taxation; and

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the annual budget, and the City Commission has had the opportunity to review the complete proposed budget for Fiscal Year 2027; and

WHEREAS, the City Commission has passed an Ordinance adopting the millage rate for Fiscal Year 2027.

**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 of this Ordinance.

Section 2. The City of Deerfield Beach budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027, a summary of which is attached hereto as Exhibit “A” and incorporated herein by this reference (a full copy is on file with the City Clerk and is hereby incorporated herein in its entirety by this reference), is hereby adopted, and the appropriations set forth therein are hereby made for the operation of the government of the City and for paying the annual debt service on all outstanding bonds of the City.

Section 3. The carry forward of funding from the prior Fiscal Year budget to cover those purchase orders issued on or prior to September 30, 2026, but not filled as of that date, and the use of such funding to fulfill such outstanding purchase orders is hereby authorized and approved.

Section 4. All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operating millages of prior years are hereby specifically appropriated for the use and benefit of the General Fund.

Section 5. In accordance with Section 4.03(10) of the City Charter, the City Manager has the authority to sign contracts on behalf of the City pursuant to the provisions of this appropriations ordinance, and as may be further authorized by the City Commission pursuant to ordinance or resolution.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Ordinance.

Section 7. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance as a whole or part thereof other than the part declared to be invalid.

Section 9. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 10. This Ordinance was adopted after a second public hearing on the Fiscal Year 2027 budget and notices of the public hearings were published as required by City Charter and Florida law, which public hearings were held at 7:00 p.m. on September 9, 2026, and September 14, 2026, in the City Commission Room, City Hall, Deerfield Beach, Florida.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2026.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

BUDGET SUMMARY
CITY OF DEERFIELD BEACH, FLORIDA - FISCAL YEAR 2026-2027
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF DEERFIELD BEACH ARE 14.0%
MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

General Fund **6.0018**
Voted Debt **0.1624**

	GENERAL FUND	INSURANCE SERVICES FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS	ENTERPRISE FUNDS	CRA TRUST FUND	TOTAL ALL FUNDS
ESTIMATED REVENUES:								
Taxes: Millage Per \$1,000								
Ad Valorem Taxes 6.0018	69,674,720	-	-	-	-	-	3,197,610	72,872,330
Ad Valorem Taxes 0.1624 (Voted Debt)	1,971,820	-	-	-	-	-	-	1,971,820
Delinquent Tax Collections	1,700,000	-	-	-	-	-	-	1,700,000
Communications Service Taxes	3,000,000	-	-	-	-	-	-	3,000,000
Public Service Taxes	12,135,000	-	-	-	-	-	-	12,135,000
Fire Assessment Fees	20,761,039	-	-	-	-	-	-	20,761,039
Franchise Fees	7,761,800	-	-	-	-	-	-	7,761,800
Local Option Gas Tax	2,375,589	-	1,370,000	-	-	-	-	3,745,589
Licenses, Permits & Fees	852,000	-	5,450,000	-	-	-	-	6,302,000
Intergovernmental Revenue	11,906,156	-	10,896,643	-	-	-	-	22,802,799
Charges for Services	11,713,336	-	221,000	-	-	65,417,422	-	77,351,758
Fines and Forfeitures	3,568,000	-	807,500	-	-	284,613	-	4,660,113
Grants and Contributions	91,000	-	94,000	-	-	25,000	-	210,000
Administration Fees	8,079,662	-	437,720	-	-	-	-	8,517,382
Other Financing Sources	31,068,571	15,034,286	-	-	-	1,551,050	3,679,589	51,333,496
TOTAL SOURCES	186,658,693	15,034,286	19,276,863	-	-	67,278,085	6,877,199	295,125,126
Transfers In	213,553	-	-	11,991,998	17,018,415	44,579,304	-	73,803,270
Fund Balances/Reserves/Net Assets	33,072,688	-	3,011,962	-	-	36,400,688	-	72,485,338
TOTAL REVENUES, TRANSFERS & BALANCES	219,944,934	15,034,286	22,288,825	11,991,998	17,018,415	148,258,077	6,877,199	441,413,734
EXPENDITURES:								
General Government	9,080,330	15,034,286	3,500	-	617,000	-	-	24,735,116
Economic Environment	3,651,626	-	2,899,961	-	680,000	-	2,903,617	10,135,204
Public Safety	150,878,620	-	6,955,437	-	1,705,000	-	110,000	159,649,057
Physical Environment	12,676,904	-	6,546,750	-	1,748,500	99,737,145	-	120,709,299
Transportation	1,482,342	-	3,580,700	-	7,625,000	-	453,860	13,141,902
Human Services	3,132,778	-	-	-	-	-	-	3,132,778
Culture and Recreation	9,868,121	-	65,500	-	4,642,915	-	2,313,895	16,890,431
Debt Service	-	-	-	11,991,998	-	3,637,819	1,095,827	16,725,644
Other Financing Uses	163,800	-	450	-	-	262,500	-	426,750
TOTAL EXPENDITURES	190,934,521	15,034,286	20,052,298	11,991,998	17,018,415	103,637,464	6,877,199	365,546,181
Transfers Out	29,010,413	-	1,756,027	-	-	43,036,830	-	73,803,270
Fund Balances/Reserves/Net Assets	-	-	480,500	-	-	1,583,783	-	2,064,283
TOTAL APPROPRIATED EXPENDITURES	219,944,934	15,034,286	22,288,825	11,991,998	17,018,415	148,258,077	6,877,199	441,413,734

The tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-564

Agenda Date: 9/14/2026

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The budget for the City of Deerfield Beach Community Redevelopment Agency (CRA) was adopted by the CRA Board. The Fiscal Year 2027 CRA budget is hereby presented, along with the budgets of the other City funds, in accordance with Section 200.065, Florida Statutes.

Current Activity

The funding priority of the Budget is the Museum of Discovery and Science Deerfield Beach Nature Center Infrastructure and Capital Improvement Project (CIP). Other significant CRA CIP projects include Cove Shopping Center improvements and S-Curve Pedestrian Lighting and Crosswalk improvements. The CRA will also continue redevelopment programs, including Community Policing, Commercial Facade, Public Art and Educational Facility.

Recommendation

Staff recommends approval of the City of Deerfield Beach Community Redevelopment Agency Fiscal Year 2027 Budget.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Community Redevelopment Agency (the “CRA”) has approved a budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“Fiscal Year 2027”); and

WHEREAS, the CRA budget for Fiscal Year 2027 has been presented to the City Commission of the City of Deerfield Beach; and

WHEREAS, the City Commission is to approve the CRA’s budget for Fiscal Year 2027 separately from the City’s general budget; and

WHEREAS, the City Commission has reviewed and accepted the CRA’s Fiscal Year 2027 Budget; and

WHEREAS, the CRA Director recommends that the City Commission approve the CRA’s Fiscal Year 2027 Budget and authorize funding for the CRA as set forth in Part III of Chapter 163, Florida Statutes.

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 of this Ordinance.

Section 2. The City Commission of the City of Deerfield Beach hereby approves the CRA’s Fiscal Year 2027 Budget, attached as Exhibit “A” and incorporated herein by this reference. CRA expenditures shall be made in accordance with the CRA’s Fiscal Year 2027 Budget and as permitted by law.

Section 3. The City Commission hereby authorizes the funding of the CRA Community Redevelopment Trust Fund pursuant to the provisions of Part III, Chapter 163, Florida Statutes, and hereby directs the appropriate governmental entities to comply with the requirement for payment of funds into the CRA Community Redevelopment Trust Fund as provided for in Section 163.387, Florida Statutes.

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

Section 5. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance as a whole or part thereof other than the part declared to be invalid.

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 7. This Ordinance was adopted after a second public hearing on the CRA's Fiscal Year 2027 Budget, and notices of the public hearings were published as required by law, which public hearings were held at 7:00 p.m. on September 9, 2026, and September 14, 2026.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2026.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A
Deerfield Beach Community Redevelopment Agency Fiscal Year 2027 Budget
Approved 8/25/2026

Revenues				
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	FY27 Proposed	FY 2026 APPROVED
311300	Tax Increment-City	City - Based on June's BCPA assessed values	3,197,610	3,030,069
311301	Tax Increment-Broward Health	Broward Health - Based on June's BCPA assessed values	660,992	670,381
311302	Tax Increment-Broward County	County - Based on June's BCPA assessed values	3,018,597	2,846,855
334392	Florida Inland Navigation Dist	MODS Deerfield Beach Nature Center (formerly Sawgrass to Seagrass @ Sullivan Park)	-	3,071,190
Grand Total			\$ 6,877,199	\$ 9,618,495

Expenditures				
Operating				
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT	AMOUNT
501001	REGULAR SALARY	Payment for the following portion of staff salaries (CRA Executive Director and CRA Administrative Coordinator 100%, City Clerk 25%)	\$ 439,744	\$ 461,698
502012	SICK LEAVE CONVERSION PAY	Once a year in December, every full-time employee who has used less than six days of sick leave during the preceding year may choose to be paid for the unused portion of those days. The payment is calculated using the employee's base hourly rate from last year's actual plus 4% Cola and 3% Merit	\$ 2,583	\$ 4,549
502101	FICA	The 7.65% FICA rate is composed of two rates; a 6.2% social security tax that's applied to the first \$106,800 that an employee earns and a 1.45% Medicare tax that's applied to all earnings	\$ 34,696	\$ 36,843
502204	ICMA PENSION	Estimated by city pension contribution for those city employees who are participants in the ICMA defined contribution plan; the city contribution, as a percentage of salary, is 8%	\$ 35,300	\$ 37,546
502300	INSURANCE SERVICES ALLOCATION	Payment to the general fund for insurances required for staff and the agency	\$ 24,410	\$ 31,861
502302	MEDICAL INSURANCE ALLOCATION	Payment to the general fund for medical insurance for staff	\$ 36,518	\$ 48,160
503927	GENERAL ADMIN CHARGE	Payment to the general fund for the services that are provided to support the CRA Fund	\$ 131,645	\$ 131,645
501003	LONGEVITY	Payment to staff with more than 10 years of service based on actual longevity pay (25% City Clerk)	\$ 451	\$ 451
501010	PTO LEAVE CONVERSION		\$ 1,496	
501013	LEGAL INSURANCE		\$ 404	
507001	DEBT SERVICE / BOND PRINCIPAL PAYMENT	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	\$ 1,040,000	\$ 1,010,000
507002	DEBT SERVICE / BOND INTEREST PAYMENT	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	\$ 52,006	\$ 82,758
507010	DEBT SERVICE / PAYING AGENT FEES	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	\$ 3,821	\$ 4,193
503602	RENT OF BUILDING/OFFICE	Rent of CRA Office Space (\$50,000), Storage (\$10,000) and associated costs	\$ 60,000	\$ 60,000
501024	CELL PHONE ALLOWANCE EXEC PACKAGE		\$ 420	
501022	LIFESCAN		\$ 625	
502020	DEFERRED COMP MATCH		\$ 12,297	
502021	RETIREMENT HEALTH SAVINGS		\$ 4,500	
501006	AUTOMOBILE ALLOWANCE	CRA staff contractual automobile allowance	\$ 10,000	\$ 8,800
502025	CLOTHING ALLOWANCE	Staff clothing	\$ 300	\$ 300
503403	CELLULAR PHONE SERVICES	Staff cell phone service	\$ 3,000	\$ 3,000
503513	MINOR TOOLS AND EQUIPMENT	Minor administrative office repairs	\$ 5,000	\$ 5,000
503609	COPIER LEASE	Cost of Toshiba lease and maintenance	\$ 6,500	\$ 6,500
503524	BUILDING MAINTENANCE	Office utilities and maintenance of Sullivan Park	\$ 15,500	\$ 15,500
503935	DUES AND MEMBERSHIPS	Annual professional association memberships, Co-Star and Bludot subscriptions, and Special District Reporting	\$ 20,000	\$ 1,200
503504	OFFICE SUPPLIES	Office supplies as necessary for operations	\$ 3,500	\$ 1,000
503901	TRAVEL AND TRAINING	Mileage reimbursement for CRA Administrative Coordinator (\$2,000), attendance at seminars, Annual FRA Conference for CRA Staff, certifications, meetings and other professional development activities.	\$ 10,000	\$ 6,000
503902	PRINTING	Printing of brochures, hand-outs and annual report	\$ 5,000	\$ 500
503921	ADVERTISING	Advertising in newspapers	\$ 650	\$ 500
506043	OTHER MACH AND EQUIPMENT	Computer replacement	\$ 3,000	\$ 2,000
OPERATING TOTAL			\$ 1,963,366	\$ 1,960,004

OTHER CONTRACTUAL (NON-CAPITAL)				
OBJECT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT	AMOUNT
503216	LANDSCAPING SERVICES	Small landscaping projects within the CRA	\$ 5,000	\$ 5,000
503299	ADA COMPLIANCE SERVICES	Funding for document remediation and ADA compliance	\$ 2,000	\$ 2,000
503009	LEGAL SERVICES	Contractual services provided by the CRA Attorney for legal services	\$ 48,000	\$ 48,000
503101	CUSTODIAL SERVICES	CRA portion of janitorial services contract	\$ 4,763	\$ 4,763
503006	INTERNAL AUDITING SERVICES	Independent audit of CRA financials as required by statute; based on a 4-year contract;10% of the Audit Services contract amount of \$215,252. Note: A separate audit report is issued for the CRA.	\$ 21,525	\$ 15,828
503299	ANNUAL REPORT DESIGN SERVICES	Annual report design as required by statute	\$ 15,000	\$ 7,500
503299	OTHER PROFESSIONAL SERVICES AS NEEDED	Other professional services as determined by the CRA Board	\$ 162,790	\$ 100,000
OTHER CONTRACTUAL TOTAL			\$ 259,078	\$ 183,091

PROGRAMS				
OBJECT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT	AMOUNT
503230	COMMUNITY POLICING	Cost of a security detail to provide additional security in the CRA	\$ 110,000	\$ 110,000
504900	RIDESHARE	Rideshare Service	\$ 453,860	\$ 453,860
503539	EDUCATION FACILITY PROGRAM	Year two contribution to programming at Marine Science Center at Sullivan Park	\$ 250,000	\$ 250,000
503959	COMMERCIAL FAÇADE	Grant/Loan Program Funding for Micro Façade Loan and Commercial Façade Grant	\$ 350,000	\$ 100,000
503574	BUSINESS ATTRACTION /ACTIVATIONS	Funding for Business Assistance and Partnerships(\$125,000), 4th of July Celebration (\$105,000), December Holiday Celebration (Event \$30,000 and Lighting \$40,000), Marine Science Center Grand Opening (\$40,000), and Boat Parade (\$7,000), and other activations at the direction of the Board	\$ 347,000	\$ 250,000
503595	ART IN PUBLIC PLACES	Annual sponsor of Art Stroll (\$3,500), S-Curve Branding (\$261,500), and other public art projects, programs, and activations as determined by the CRA Board	\$ 280,000	\$ 50,000
PROGRAMS TOTAL			\$ 1,790,860	\$ 1,213,860

CAPITAL PROJECTS				
OBJECT	ACCOUNT DESCRIPTION	PROJECT/DESCRIPTION	AMOUNT	AMOUNT
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	COVE SHOPPING CENTER LIGHTING AND LANDSCAPE		
506304	OTHER CONTRACTUAL SERVICES	Construction	\$ 1,000,000	
		Consulting, Engineering and Design	\$ 100,000	
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	S-CURVE PEDESTRIAN LIGHTING AND CROSSWALKS		
506304	OTHER CONTRACTUAL SERVICES	Construction	\$ 100,000	
		Consulting, Engineering and Design	\$ 30,000	
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	MODS DEERFIELD BEACH NATURE CENTER (Formerly Sawgrass to Seagrass Center)		
506304	OTHER CONTRACTUAL SERVICES	Construction	\$ 1,500,000	\$ 6,261,540
		Consulting, Engineering and Design	\$ 133,895	
CAPITAL PROJECTS TOTAL			\$ 2,863,895	\$ 6,261,540.00

Summary			
Available Tax Increment Revenue	\$	6,877,199	6,547,305
Available Grant Funding	\$	-	3,071,190
Available for allocation to CRA operations, programs and capital projects	\$	6,877,199	9,618,495
Proposed Expenditures	\$	6,877,199	9,618,495



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-547

Agenda Date: 9/14/2026

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2026-079: Resolution 2026/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; providing authority, purpose, and definitions; confirming the preliminary rate resolution; reimposing fire rescue assessments against assessed property located within the City of Deerfield Beach and approving the assessment roll for the fiscal year beginning October 1, 2026; providing for collection; providing for application of assessment proceeds; providing for effect; providing for conflicts, severability, 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 Fiscal Year 2019, a full study of the City's fire assessment rates was conducted by Government Services Group, Inc. ("GSG") to determine the adequacy of the City's fire assessment rates. It was determined that the previous fire assessment charged to property owners was not covering all the assessable costs to provide fire protection services. Per the GSG study, based on a 100% funding of the projected five-year average assessable costs, the residential rate would be \$301 per residential dwelling. The City Commission ultimately adopted a fire rescue assessment rate of \$235 per residential dwelling for Fiscal Year 2020 and subsequently for Fiscal Year 2021 and Fiscal Year 2022.

During Fiscal Year 2022, a full updated study of the City's fire assessment rates was conducted by Anser (formerly GSG) to determine the adequacy of the City's fire assessment rates. It was determined that the previous fire assessment rates charged to property owners still did not cover all the assessable costs to provide fire protection services. Per the study, based on a 100% funding of the projected five-year average assessable costs, the residential rate would be \$372 per residential dwelling. For FY 2024, the Commission adopted a fire assessment rate of \$315 per residential dwelling unit, with an estimated net revenue of \$17.5 million. This amount represented approximately 85% of the cost to provide fire services.

For Fiscal Year 2025, the City Commission adopted a fire assessment rate of \$315 per residential unit, which generated net revenues of approximately \$17.5 million. Based on the latest study, this captured approximately 85% of the allowable costs. The remaining portions of the fire costs (approximately \$5.9 million) are primarily covered by revenues generated from ad valorem revenues (millage).

For Fiscal Year 2026, the City Commission adopted a fire assessment rate of \$350 per residential

unit, which is expected to generate net revenues of approximately \$19.4 million. Based on the latest study, this captured approximately 94% of the allowable costs. The remaining portions of the fire costs (approximately \$4.0 million) are primarily covered by revenues generated from ad valorem revenues (millage).

Current Activity

On July 7, 2026, the City Commission adopted a preliminary rate resolution for FY 2027, establishing the fire assessment rate of \$372 per dwelling unit to be advertised on the TRIM notice.

Enclosed is the final rate resolution for FY 2027, establishing the final fire assessment rates for FY 2027, including a rate of \$372 per residential dwelling unit. With the annual adjustment to the per residential unit rate, the assessment would generate approximately \$23,376,640 for fire services. This fire assessment revenue is dedicated to the funding of the fire services. Portions of the fire services not covered by the Fire Assessment will primarily be funded from General Fund.

Staff recommends that the Commission adopt the final fire assessment rate of \$372 per residential dwelling unit.

Recommendation

Staff recommends adoption of the Resolution, establishing the final fire assessment rates for FY 2027.

CITY OF DEERFIELD BEACH, FLORIDA

**ANNUAL RATE RESOLUTION
RESOLUTION NO. 2026/____**

ADOPTED SEPTEMBER 14, 2026

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RESOLUTION NO. 2026/____

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DEERFIELD BEACH, FLORIDA; PROVIDING AUTHORITY, PURPOSE AND DEFINITIONS; CONFIRMING THE PRELIMINARY RATE RESOLUTION; REIMPOSING FIRE RESCUE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DEERFIELD BEACH AND APPROVING THE ASSESSMENT ROLL FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; PROVIDING FOR COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR EFFECT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Deerfield Beach, Florida (the "City Commission"), has enacted Ordinance No. 2002/003 (the "Ordinance"), which authorizes the imposition of Fire Rescue Assessments for fire rescue services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of an annual Fire Rescue Assessment for fire rescue services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to reimpose a Fire Rescue Assessment within the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2026;

WHEREAS, on July 7, 2026, the City Commission adopted Resolution No. 2026/109 (the "Preliminary Rate Resolution"), containing and referencing a brief and general description of the fire rescue facilities and services to be provided to Assessed Property,

describing the method of apportioning the Fire Rescue Assessed Cost to compute the Fire Rescue Assessment for fire rescue services, facilities, and programs against Assessed Property, estimating a rate of assessment, and directing the updating and preparation of the Assessment Roll, and provision of notice required by the Ordinance;

WHEREAS, to reimpose Fire Rescue Assessments for the Fiscal Year beginning October 1, 2026, the Ordinance requires the City Commission to adopt an Annual Rate Resolution for each Fiscal Year, which confirms or repeals the Preliminary Rate Resolution with such amendments as the City Commission deems appropriate, establishes the rates of assessment, and approves the Assessment Roll for the upcoming Fiscal Year after hearing comments and objections of all interested parties;

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 14, 2026, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Ordinance; the Amended and Restated Initial Assessment Resolution (Resolution No. 2022/121); the Amended and Restated Final Assessment Resolution (Resolution No. 2022/157), the Preliminary Rate Resolution; Article VIII, Section 2 of the Florida Constitution; the City Charter of the City of Deerfield Beach; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION.

(A) This resolution constitutes the Annual Rate Resolution as defined in the Ordinance.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 3. CONFIRMATION OF PRELIMINARY RATE RESOLUTION. The Preliminary Rate Resolution is hereby confirmed.

SECTION 4. REIMPOSITION OF FIRE RESCUE ASSESSMENTS.

(A) The parcels of Assessed Property included in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire

rescue services, facilities, and programs described or referenced in the Preliminary Rate Resolution in the amount of the Fire Rescue Assessment set forth in the updated Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing by electronic means and is incorporated herein by reference. Additionally, the Assessment Roll, as approved, includes those Tax Parcels of Assessed Property that cannot be set forth in that Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt “home addresses.”

(B) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution.

(C) Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution, from the fire rescue services, facilities, and programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(D) The method for computing Fire Rescue Assessments described and referenced in the Preliminary Rate Resolution is hereby approved. The Cost

Apportionment, Cost Factor, and Parcel Apportionment methodologies adopted in Section 6 of the Preliminary Rate Resolution are hereby approved.

(E) For the Fiscal Year beginning October 1, 2026, the estimated Fire Rescue Assessed Cost to be assessed is \$23,376,640. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2026, are hereby established as follows:

**FIRE RESCUE ASSESSMENTS
FISCAL YEAR 2026-2027**

RESIDENTIAL PROPERTY USE CATEGORY	Rate Per Dwelling Unit			
Residential	\$372.00			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	< 1,999	\$589	\$177	\$1,704
	2,000 - 3,499	\$1,178	\$354	\$3,408
	3,500 - 4,999	\$2,062	\$619	\$5,964
	5,000 - 9,999	\$2,945	\$884	\$8,519
	10,000 - 19,999	\$5,890	\$1,767	\$17,038
	20,000 - 29,999	\$11,780	\$3,533	\$34,076
	30,000 - 39,999	\$17,669	\$5,300	\$51,113
	40,000 - 49,999	\$23,559	\$7,066	\$68,151
	> 49,999	\$29,449	\$8,833	\$85,188

(F) The above rates of assessment are hereby approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and reimposed on all parcels of Assessed Property included in such Assessment Roll for the Fiscal Year beginning October 1, 2026.

(G) The following exemptions are approved for the Fire Rescue Assessment program:

(1) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Rescue Assessment.

(2) No Fire Rescue Assessment shall be imposed upon Buildings located upon parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(3) In accordance with Section 170.01(4), Florida Statutes, no Fire Rescue Assessment shall be imposed against any Building of Non-Residential Property located on a Tax Parcel that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes, unless that Building exceeds a just value of \$10,000 as determined by the Property Appraiser and is not a Pole Barn.

(H) Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Rescue Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Rescue Assessment upon each affected Tax Parcel in the amount of the Fire Rescue Assessment that would have been otherwise

imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

(I) As authorized in Section 2.13 of the Ordinance, interim Fire Rescue Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(J) Fire Rescue Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Fire Rescue Assessments shall be deemed perfected upon adoption by the City Commission of this Annual Rate Resolution and shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 5. COLLECTION OF FIRE RESCUE ASSESSMENTS.

(A) The Fire Rescue Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in Section 3.01 of the Ordinance.

(B) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

(C) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 6. APPLICATION OF ASSESSMENT PROCEEDS. The revenue derived from the City's Fire Rescue Assessments will be utilized for the provision of fire rescue services, facilities, and programs within the City. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund the fire rescue services, facilities, and programs within the City.

SECTION 7. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, and the levy and lien of the Fire Rescue Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Annual Rate Resolution are hereby repealed to the extent of any conflict.

SECTION 9. SEVERABILITY. If any provision of this Annual Rate Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Commission that such invalidity shall not affect other provisions or applications of the Annual Rate Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Annual Rate Resolution are declared severable.

SECTION 10. EFFECTIVE DATE. This Annual Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 14TH DAY OF SEPTEMBER, 2026.

CITY OF DEERFIELD BEACH

Todd Drosky, Mayor

ATTEST:

Heather Montemayor, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Anthony Soroka, City Attorney

APPENDIX A

AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Rodney Brimlow, who, after being duly sworn, deposes and says:

1. Rodney Brimlow, as City Manager of the City of Deerfield Beach, Florida ("City"), pursuant to the authority and direction received from the City Commission, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Fire Rescue Assessment Ordinance No. 2002/003 (the "Assessment Ordinance") and in conformance with the Preliminary Rate Resolution No. 2026/109 (the "Preliminary Rate Resolution").

2. In accordance with the Assessment Ordinance and Preliminary Rate Resolution, Mr. Brimlow timely provided all necessary information for notification of the Fire Rescue Assessment to the Property Appraiser of Broward County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

FURTHER AFFIANT SAYETH NOT.

Rodney Brimlow, affiant

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by Rodney Brimlow, City Manager, City of Deerfield Beach, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

APPENDIX B
PROOF OF PUBLICATION

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Deerfield Beach, or authorized agent of the City of Deerfield Beach, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire rescue services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Broward County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Broward County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

CITY OF DEERFIELD BEACH, FLORIDA

By: _____
Mayor

[to be delivered to Broward County Tax Collector prior to September 15]



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-548

Agenda Date: 9/14/2026

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2026-080: Resolution 2026/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of stormwater management services provided by the City's Stormwater Utility; providing authority, purpose and definitions; confirming the preliminary rate resolution; reimposing stormwater service assessments against certain developed property within the City of Deerfield Beach, Florida, for the fiscal year beginning October 1, 2026; approving the assessment roll and providing for collection; providing for application of assessment proceeds; providing for effect, conflicts, severability, 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

Resolution 2022/206 adopted an amendment to the City of Deerfield Beach Stormwater Management and Flood Resiliency Master Plan to establish a five-year funding strategy for Fiscal Years 2024 through 2028 to fund capital improvements for stormwater utility projects and operations. The five-year funding strategy, as follows, is based on a Utility Program Update and Forecast prepared by the City consultants, Hazen and Sawyer, P.C. in November 2022.

Projected Monthly Equivalent of Stormwater Fee per ERU: FY24 - \$4.77; FY25 - \$4.91; FY26 - \$5.79; FY27 - \$5.95; and FY28 - \$6.84

Resolution 2023/190 declared the City's intent to use the Uniform Method for Collection of Special Assessments to be levied upon all properties within the City.

In February 2024, by Resolution 2024/025, the City Commission approved the Interlocal Agreement with Broward County for Uniform Collection of Non-Ad Valorem Assessments.

Current Activity

The City and its consultants have completed the annual update to the Equivalent Residential Units to include all new development of impervious areas and have prepared the tax roll bill for submission to the Broward County Property Appraiser. The stormwater assessment rate for Fiscal Year 2027 is \$71.40 per Equivalent Rate Unit ("ERU") annually (\$5.95 monthly per ERU).

On July 7, 2026, the City Commission adopted the preliminary rate resolution for FY 2027 with an annual assessment rate of \$71.40 per Net ERU (\$5.95 monthly per ERU).

Recommendation

It is recommended that the City Commission adopt the final stormwater assessment rate resolution with a stormwater rate per Net ERU of \$5.95 monthly (\$71.40 annually) for FY 2027, consistent with the City's five-year funding strategy for Fiscal Years 2024 through 2028 previously adopted by the City Commission.

CITY OF DEERFIELD BEACH, FLORIDA

**ANNUAL RATE RESOLUTION
FOR STORMWATER MANAGEMENT SERVICES
RESOLUTION NO. 2026/____**

ADOPTED SEPTEMBER 14, 2026

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RESOLUTION NO. 2026/_____

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; PROVIDING AUTHORITY, PURPOSE AND DEFINITIONS; CONFIRMING THE PRELIMINARY RATE RESOLUTION; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN DEVELOPED PROPERTY WITHIN THE CITY OF DEERFIELD BEACH, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL AND PROVIDING FOR COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR EFFECT, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Deerfield Beach, Florida (the "Commission"), has enacted Ordinance No. 2025/003 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments for Stormwater Management Services against certain Developed Property within the City; and

WHEREAS, the imposition of an annual Stormwater Service Assessment for Stormwater Management Services is an equitable and efficient method of allocating and apportioning the cost of Stormwater Service Cost among parcels of Developed Property that are benefited thereby; and

WHEREAS, the Commission desires to reimpose Stormwater Service Assessments for Stormwater Management Services within the City using the tax bill collection method for the Fiscal Year beginning on October 1, 2026; and

WHEREAS, on July 7, 2026, the Commission adopted Resolution No. 2026/110 (the "Preliminary Rate Resolution"), geographically identifying the area within which the City provides Stormwater Management Services and those properties to be benefited by the City's Stormwater Management Services (the "Stormwater Service Area"), describing the

method of assigning Net ERUs and apportioning the Stormwater Service Cost against Developed Property located within the Stormwater Service Area, designating the rate of assessment, directing the preparation of the preliminary Assessment Roll, and directing the provision of the notice required by the Ordinance; and

WHEREAS, to reimpose Stormwater Service Assessments for the Fiscal Year that begins October 1, 2026, the Ordinance requires the Commission to adopt an Annual Rate Resolution for each Fiscal Year, which confirms or repeals the Preliminary Rate Resolution with such amendments as the City Commission deems appropriate, establishes the rates of assessment and approves the Assessment Roll for the upcoming Fiscal Year after hearing comments and objections of all interested parties; and

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard, an affidavit regarding the form of notice mailed being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 14, 2026, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Ordinance; the Amended and Restated Initial Assessment Resolution (Resolution No.

2025/113); the Amended and Restated Final Assessment Resolution (Resolution No. 2025/158); the Preliminary Rate Resolution; Article VIII, Section 2 of the Florida Constitution; the City Charter of the City of Deerfield Beach; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Annual Rate Resolution as defined in the Ordinance.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, Section 70-196 of the City of Deerfield Beach Code of Ordinances, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 3. CONFIRMATION OF PRELIMINARY RATE RESOLUTION FOR STORMWATER SERVICE ASSESSMENTS. The Preliminary Rate Resolution is hereby confirmed.

SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.

(A) The parcels of Developed Property included in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the City's Stormwater Management Services described or referenced in the Preliminary Rate Resolution in the amount of the Stormwater Service Assessment set forth in the Assessment Roll, a copy of which was present at the above referenced public hearing through electronic media and is incorporated herein by reference. Additionally, the Assessment Roll, as approved, includes those Tax Parcels of Developed Property that cannot be set forth in that Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt "home addresses."

(B) It is hereby ascertained, determined and declared that each parcel of Developed Property within the Stormwater Service Area, which includes the entire incorporated area of the City, will be benefited by the City's provision of Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such parcel, computed in the manner set forth in this Annual Rate Resolution.

(C) Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels charged derive a special benefit, as set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution, from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessment are fairly and reasonably apportioned among the Developed Properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(D) The method for computing the Stormwater Service Assessments and the assignment of Net ERUs described in the Preliminary Rate Resolution for Stormwater Service Assessments is hereby approved.

(E) For the Fiscal Year beginning October 1, 2026, the Stormwater Service Cost to be assessed is \$3,739,127.00. The Stormwater Service Cost shall be allocated among all parcels of Developed Property within the incorporated area of the City, which is designated as the Stormwater Service Area, based upon each parcel's assignment of Net ERUs. An annual rate of assessment equal to \$71.40 per Net ERU is hereby approved for the Fiscal Year beginning October 1, 2026.

(F) The above Net ERU assessment rate is hereby approved. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels included in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2026.

(G) The following exemptions are approved for the Stormwater Service Assessment program:

(1) No Stormwater Service Assessment shall be imposed upon a parcel of Government Property; however, Government Leaseholds and Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Stormwater Service Assessment.

(2) No Stormwater Service Assessment shall be imposed upon a Tax Parcel that qualifies for exemption under Section 163.3162(3)(c), Florida Statutes, as Agricultural Property containing a Farm Operation that has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida

Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district.

(H) Any shortfall in the expected Stormwater Service Assessment proceeds due to any reduction or exemption from payment of the Stormwater Service Assessments required by law or authorized by the Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Service Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Commission is improper or otherwise adversely affects the validity of the Stormwater Service Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Stormwater Service Assessment upon each affected Tax Parcel in the amount of the Stormwater Service Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Commission.

(I) As authorized by Section 5.06 of the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(J) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Stormwater Service Assessments shall be deemed perfected upon adoption by the Commission of this Annual Rate Resolution and shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 5. COLLECTION OF ASSESSMENTS.

(A) The Stormwater Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in Section 4.01 of the Ordinance.

(B) The Assessment Roll for the Stormwater Service Assessments, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

(C) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 6. APPLICATION OF ASSESSMENT PROCEEDS. The revenue derived from the City's Stormwater Service Assessments will be utilized for the provision of Stormwater Management Services within the Stormwater Service Area. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Stormwater Management Services within the Stormwater Service Area.

SECTION 7. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the updated Assessment Roll, and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Annual Rate Resolution are hereby repealed to the extent of any

conflict.

SECTION 9. SEVERABILITY. If any provision of this Annual Rate Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Commission that such invalidity shall not affect other provisions or applications of the Annual Rate Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Annual Rate Resolution are declared severable.

SECTION 10. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of September, 2026.

CITY OF DEERFIELD BEACH, FLORIDA

Todd Drosky, Mayor

ATTEST:

Heather Montemayor, City Clerk

(Corporate Seal)

APPROVED AS TO FORM AND CORRECTNESS:

Anthony Soroka, City Attorney

APPENDIX A

AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Rodney Brimlow, who, after being duly sworn, deposes and says:

1. Rodney Brimlow, as City Manager of the City of Deerfield Beach, Florida ("City"), pursuant to the authority and direction received from the Commission, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Assessment Ordinance No. 2025/003 (the "Ordinance") and in conformance with the Preliminary Rate Resolution No. 2026/110 (the "Preliminary Rate Resolution").

2. In accordance with the Ordinance and Preliminary Rate Resolution, Mr. Brimlow timely provided all necessary information for notification of the Stormwater Service Assessment to the Property Appraiser of Broward County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

FURTHER AFFIANT SAYETH NOT.

Rodney Brimlow, affiant

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Affidavit of Mailing was sworn to before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by Rodney Brimlow, City Manager, City of Deerfield Beach, Florida. She is personally known to me or has produced as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission No.: _____

APPENDIX B
PROOF OF PUBLICATION

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Deerfield Beach, Florida, or authorized agent of Deerfield Beach, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for Stormwater Management Services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Broward County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Broward County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

CITY OF DEERFIELD BEACH, FLORIDA

By: _____
Mayor

[to be delivered to Broward County Tax Collector prior to September 15]



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-520

Agenda Date: 9/14/2026

Status: PUBLIC HEARINGS – FIRST
READINGS

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION FOR THE CITY-OWNED PARCEL CONSISTING OF APPROXIMATELY 3.75 NET ACRES LOCATED AT 1045 SW 11TH WAY FROM COMMUNITY FACILITIES TO COMMERCIAL (LUPA #67A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance on First Reading and transmit to Broward County

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

MBA Development Partners of Florida, LLC, the contract purchaser, is seeking a Small-Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on 3.75 net acres from Community Facilities to Commercial.

On March 7, 2023, the City Commission of the City of Deerfield Beach approved a Purchase and Sale agreement with MBA Development Partners of Florida, LLC for the sale of city-owned property located at 1045 SW 11th Way, subject to referendum approval.

On March 14, 2023, the voters of the City of Deerfield Beach approved a referendum allowing the City of Deerfield Beach to sell the Property for the purpose of creating a multi-use development with workforce housing, commercial space, a hotel, green space, and other public amenities.

Submitted with this request are concurrent requests for a rezone from CF to PDD with an allocation of 150 flex units, and a plat note amendment. A separate application for site plan approval is required and will provide further details regarding the design, layout, and density of the proposed development parcel.

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

On September 3, 2026, this item was heard and recommended for approval by the Planning and Zoning Board.

Recommendation

Commission to vote on Ordinance and transmit to Broward County.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION FOR THE CITY-OWNED PARCEL CONSISTING OF APPROXIMATELY 3.75 NET ACRES LOCATED AT 1045 SW 11TH WAY FROM COMMUNITY FACILITIES TO COMMERCIAL (LUPA #67A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City entered into a Purchase and Sale Agreement with MBA Development Partners of Florida, LLC (“MBA”) for the City’s sale of approximately 3.75 net acres of City owned property located at 1045 SW 11th Way, Deerfield Beach, to MBA, subject to conditions; and

WHEREAS, MBA Development Partners of Florida, LLC, as the contract purchaser, (the “Applicant”) is seeking a Small Scale Land Use Plan Amendment Application #67A (the “LUPA Application”) to amend the City’s Future Land Use Plan map designation of approximately 3.75 net acres from Community Facilities (CF) to Commercial for the City-owned parcel located at 1045 SW 11th Way, Deerfield Beach, Florida, legally described as DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A, and more particularly described in the file (the “Property”); and

WHEREAS, the LUPA Application is being processed concurrently with a Rezoning Application (Application #26-R-211) and Plat Application (Application #25-P-249) for the Property; and

WHEREAS, pursuant to state law, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing on September 3, 2026, to review the LUPA Application for the Property, and voted to recommend approval of the LUPA Application; and

WHEREAS, pursuant to Florida Statutes, City staff has conducted the necessary planning review required for amendments to the Land Use Plan and the City Commission has conducted the required duly advertised public hearing; and

WHEREAS, the City Commission, after review of the recommendations of the Director of Planning and Development Services, the Local Planning Agency, comments made at a public hearing, and careful consideration of the issues, finds that there is sufficient data, analysis and support for the LUPA Application and finds that the proposed Land Use Plan Amendment is consistent with the goals, objectives and policies of the Future Land Use Element and the Comprehensive Plan and is compatible with surrounding development.

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

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

Section 2. The City of Deerfield Beach hereby approves the LUPA Application for the Property and hereby amends the Future Land Use Map designation of the approximately 3.75 net acres from Community Facilities to Commercial for the City-owned parcel located at 1045 SW 11th Way, Deerfield Beach, Florida (the “LUPA Amendment”).

Section 3. The LUPA Amendment shall be effective upon certification by the Broward County Planning Council, at which time the Future Land Use Plan of the City of Deerfield Beach shall be revised accordingly.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to effectuate the LUPA Amendment and the corresponding amendment to the County’s Future Land Use Map.

Section 5. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

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

PASSED AND ADOPTED ON FIRST READING THIS ____ DAY OF _____, 2026.

PASSED AND ADOPTED ON SECOND READING THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC NOTICE
APPLICATION NO.
LUPA #67A/ 26-R-211/ 25-P-249

August 12, 2026

Dear Property Owner:

This is to notify you that the **PLANNING AND ZONING BOARD** of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

Deerfield Beach Mixed Use Development
MBA Development Partners of Florida LLC (Applicant)
City of Deerfield Beach (Owner)

Seeking a Small-Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on 3.75 net acres from Community Facilities to Commercial.; with associated requests for a rezone from Community Facilities (CF) to Planned Development District (PDD) including an allocation of 150 flex units; and a Plat Note Amendment, to allow for a future mixed-use development, including multi-family residential, hotel, commercial space, and other public amenities. The property is described as DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A, more particularly described in the file, and located at **1045 SW 11th Way**.

A public hearing will be held on **THURSDAY, September 3, 2026, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441**. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 250-4124.

Any person wishing to appeal any decision made by the Planning and Zoning Board with respect to any of the above, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The above notice is required by State Law (FS 286.0105.) **Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed in order to appeal any decision of the Board. If anyone requires auxiliary aids for communication, please call (954) 250-4124.

Ramsay Bulkeley, Esq.
Director of Planning & Development Services

500ft Public Notification Boundary

SW 10TH ST RAMP

195

ACCESS RD

SW NATURA BLVD

TIVOLI CIR

SW 10TH ST

195 RAMP

SW 10TH CT

SW 11TH WAY

SW 11TH CT

SW 11TH AVE

SW 10TH TER

SW 9TH AVE

SW 12TH

SW 8TH AVE

SW 7TH AVE

Subject Property

G:\Data\Deerfield Beach\Planning\Notification Maps\Notification Maps 2026\Notification Maps 2026.aprx



LUPA #67A
App 26-R-211
App 25-P-249

For additional information

call the Planning Department at 954-250-4124

or visit www.deerfield-beach.com/1554/Meetings-Agendas Page 79 of 1167





Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No. LUPA #67A, 26-R-211, 25-P-249

Applicant: MBA Development Partners of Florida, LLC

Requested Action/Description: Seeking a Small-Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on 3.75 net acres from Community Facilities to Commercial; with associated requests for a rezone from Community Facilities (CF) to Planned Development District (PDD) with an allocation of 150 flex units, and a Plat Note Amendment; to allow for the future development of a mix of uses, including multi-family residential, hotel, commercial space, and other public amenities.

Location: 1045 SW 11th Way
(Folio # 484212530010)

Legal Description: DEERFIELD BEACH FAU-PLAT 2
178-29B PARCEL A

Size: 6.99 acres (gross) / 3.75 acres (net)

Existing Zoning: CF Community Facilities

Proposed Zoning: PDD

Existing Land Use: Vacant

Future Land Use Plan Designation: Community Facilities

Surrounding Land Use and Zoning:

	<u>Existing Land Use</u>	<u>Zoning</u>
North:	Commercial	B-2, Business Highway
East:	Residential Low, Recreation Open Space	B-2, Business Highway/RM- 10(5), Residence Multifamily
South:	Residential Low, Residential Moderate	RM-10(5), Residence Multifamily, RS5, Single Family
West:	Transportation	B-2 Business Highway

Applicable Regulations: Deerfield Beach Land Development Code

Plat Restrictions:

This Plat is restricted to 100,000 square feet of research and development park; banks, and commercial/retail uses are not permitted without the approval of the Board of County Commissioners, who shall review and address these uses for increased impacts.

Proposed:

This Plat is restricted to 150 multi-family residential units, a hotel with 120 rooms with an event center, and 143,256 square feet of office and commercial uses.

Department Comments & Requirements

REQUEST:

- Seeking a Small-Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on 3.75 net acre vacant parcel from Community Facilities to Commercial; with associated requests for a rezone from Community Facilities (CF) to Planned Development District (PDD) with allocation of 150 flex units; and a Plat Note Amendment, to allow for a future development of a mix of uses, including multi-family residential, hotel, commercial space, and other public amenities.

BACKGROUND:

MBA Development Partners of Florida LLC ("Applicant") is the contract purchaser of the 3.75-acre vacant city-owned property at 1045 SW 11th Way ("Property"), and seeks to amend the City's Future Land Use Map to change the designation, rezone the property and amend the Plat Note restriction to allow for a future development and use of the property with a mix of uses, including workforce housing, hotel, commercial space, and other public amenities.

On March 7, 2023, the City Commission of the City of Deerfield Beach approved a Purchase and Sale agreement with MBA Development Partners of Florida, LLC for the sale of city-owned property located at 1045 SW 11th Way, subject to referendum approval.

On March 14, 2023, the voters of the City of Deerfield Beach approved a referendum allowing the City of Deerfield Beach to sell the Property for the purpose of creating a multi-use development with workforce housing, retail and restaurant space, a hotel, green space, and other public amenities.

Submitted with the request for a rezone to the PDD zoning district is a Conceptual Master Plan identifying the layout of the site with three (3) 14-story towers for residential, hotel, and commercial use; two ingress/egress points and on-site parking within a parking garage.

As part of the requirements of the LUPA, the applicant is required to submit a traffic analysis, which is attached as Applicant Exhibit G. A separate application for site plan approval will be required, along with an additional traffic impact study.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land, site plan, plat, or building permit shall be approved that does not comply with the goals, objectives, and policies of the Deerfield Beach Comprehensive Plan. The existing Future Land Use (FLU) Map designation identifies the site as Community Facilities. However, submitted with this instant application request is a request for a Future Land Use Plan Amendment to Commercial (67A). Further, the referendum approved in March 2023 is for the development of the property as a multi-use development. As such, the proposed Plat Note Amendment meets Goal FLU1.0 *“Ensure that development and redevelopment occurring in the City achieves and maintains a functional mix of residential, commercial, industrial, and recreational land uses.”* The proposed Plat Note Amendment will allow for the development of a mix of uses, consistent with the approved referendum.
2. Land Development Requirements: The existing property is zoned CF, Community Facilities, and is requesting a rezone to PDD, Planned Development District. Pursuant to the City of Deerfield Beach Land Development Requirements, the proposed PDD shall conform to the purpose and intent of the PDD district; to enable quality development for properties that, due to the size or characteristics of the property, other implements of zoning regulation provided in the Land Development Code would result in under-utilized or under-developed property. The site must demonstrate that they have unique property considerations, and that rezoning the property to the PDD would provide a public benefit that would not otherwise be permitted if all regulations governing the land use and development of the site had to be met. In March of 2023, the City Commission of the City of Deerfield Beach entered into a Public Private Partnership (P3) agreement for the sale of the approximate 3.75 net-acre property subject to referendum. Following the P3 agreement, in March 2023, City of Deerfield Beach voters approved a referendum for the purpose of creating a multi-use development with workforce housing, retail and restaurant space, a hotel, green space, and other public amenities. The unique property considerations as stated above meet the purpose and intent of the PDD district.
3. Land Development Requirements: Pursuant to the City of Deerfield Beach Land Development Requirements, per Section 98-17 (13), the City of Deerfield Beach shall approve no plat, site plan, or building permit until it has made the following determinations:

- a. *Platting*; the platting requirements as set forth in the City's adopted comprehensive plan and Broward County Land Use Plan have been met. A concurrent Plat Note Amendment Application has been submitted to Broward County, and the proposed Plat Note language has been reviewed and confirmed by Broward County.

SUMMARY:

Staff's review of application LUPA #67A, Rezone application 26-R-211, and Plat Note Amendment application 25-P-249 has found that the proposed project is consistent with the goals, objectives, and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

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



DEVELOPMENT PLAN APPLICATION

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: Deerfield City Center

Property Owner: City of Deerfield Beach

Applicant (if different from Owner): MBA Development Partners of Florida LLC

Agent (if different from Owner/Applicant): _____

Address of Property: 1045 SW 11th Way, Deerfield Beach, FL, 33441

Legal Description of Property (lot, block, tract, subdivision): Deerfield Beach FAU - Plat 2, Parcels A & B

Description of Project: The project is a mixed-use development comprising up to 150 residential units, a hotel with up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

New Development (Y/N): Yes

Zoning District: CF - Community Facility

Existing Use: CF - Community Facility

Lot Area (acres): 3.75

Sq. Ft. of Structure (existing): _____

Modification to Existing Development (Y/N): No

Future Land Use Category: Commercial

Proposed Use: Mixed-Use (PDD)

Number of Dwelling Units (proposed): 150

Sq. Ft. of Structure (proposed): 690,155

Agent Signature: _____

Name Printed: Juan Carlos Ayala

Address: 55 NE 5TH AVENUE SUITE 501 BOCA RATON, FL 33486

Telephone: 305 9968 9493

Email: jcajala@capitalgroupusa.com

Owner Signature: _____

Name Printed: Rodney Brimlow

Address: 150 NE 2ND AVE, DEERFIELD BEACH, FL 33441

Telephone: 954 250 4069

Email: rbrimlow@deerfield-beach.com

INTERNAL USE ONLY:

SUBMITTAL DATE: _____

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

Total Fees Paid: _____

Cost Recovery

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



DISCLOSURE AFFIDAVIT

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

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

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

A. Shall not induce, attempt to offer, solicit or knowingly assist any person in violating the Ethics Code.

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

(Attach additional sheets as needed for each item.)

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

11/4/22 - Michael Hrdak Campaign - \$500 - , 11/4/24 Daniel Shanetzy

Campaign - \$500 - , 11/19/24 - Todd Drosky Campaign - \$500 -

1/16/25 - Tom Platt Campaign \$500 - , 1/16/25 - Todd Drosky Campaign \$500 -

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

NA

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

N/A

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

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

I, Alex Lazowick, 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 9th day of April, 2024 by Alex Lazowick (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 12-5-26

Commission No.: _____



SHEKINAH WEBER
Notary Public
State of Florida
Comm# HH338288
Expires 12/5/2026

(Signature of Notary Public - State of Florida)

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



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(Attach additional sheets as needed for each item.)

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None

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

None

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

None

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

I, Brian P. Herbert, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

 ^{AIA}
Signature

04/09/2026

Date

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

notarization, this 9 day of APRIL, 2026 by

Brian P. Herbert (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____




(Signature of Notary Public - State of Florida)

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



DISCLOSURE AFFIDAVIT

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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.

None

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

None

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

None

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
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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, Juan Carlos Ayala, 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 9 day of April, 2026 by

Juan Carlos Ayala (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____



(Signature of Notary Public - State of Florida)

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

From:

**Rodney Brimlow
City Manager
City of Deerfield Beach
150 NE 2nd Ave, Deerfield Beach FL 33441**

April 7, 2026

To:

**MBA Development Partners of Florida, LLC
55 NE 5th Ave
Suite 501
Boca Raton, FL 33486**

RE: Agent Authorization Letter – Plat Note Amendment

The City of Deerfield Beach, as the legal owner of the property located at 1045 SW 11th Way, Deerfield Beach, Florida, hereby authorizes MBA Development Partners of Florida, LLC to act as its designated agent in all matters related to the processing of a Plat Note Amendment for the aforementioned property.

This authorization grants MBA Development Partners of Florida, LLC full authority to prepare, submit, and coordinate all applications, documents, and supporting materials required for the Plat Note Amendment process. The agent is further authorized to communicate, coordinate, and respond on behalf of the property owner with all relevant governmental agencies, departments, and reviewing authorities, including but not limited to planning, zoning, engineering, and development services.

MBA Development Partners of Florida, LLC is empowered to act on behalf of the City of Deerfield Beach throughout the duration of this process, including addressing review comments, attending meetings or hearings, and executing necessary documentation associated with the application, as permitted by applicable regulations.

This authorization shall remain in effect until the completion of the Plat Note Amendment process, unless otherwise revoked in writing by the City of Deerfield Beach.



Rodney Brimlow
City Manager
City of Deerfield Beach



Juan Carlos Ayala, PMP®, AIA, LEED AP
Director of Development - P3 Projects
MBA Development Partners of Florida, LLC

AFFIDAVIT TO AUTHORIZE AGENT

FROM:

Rodney Brimlow
City Manager
(954) 250-4069
150 NE 2nd Ave, Deerfield Beach, FL 33441

TO:

Juan Carlos Ayala
Director of Development
(305) 968-9493
55 NE 5th Ave, Boca Raton, FL 33432



I, Rodney Brimlow, acting in my capacity as City Manager, being duly sworn, hereby appoint Juan Carlos Ayala as my authorized agent to act on my behalf in matters related to development applications, coordination, and representation before applicable governmental agencies, including but not limited to Broward County and associated municipalities.

The authorized agent is granted full authority to submit applications, respond to comments, coordinate with reviewing agencies, and execute documents as required in connection with the processing of development-related approvals.

Rodney Brimlow

Date: 4/9/2026

I, Juan Carlos Ayala, hereby accept the appointment as Agent.

Juan Carlos Ayala

Date: April 09, 2026

NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of April, 2022, by Rodney Brimlow.

He/she ☒ is personally known to me or ☐ has produced _____ as identification.

Name of Notary Typed, Printed or Stamped

Signature of Notary Public – State of Florida

Notary Seal (or Title or Rank)

Serial Number (if applicable)

Owner Affidavit / Letter of Authorization

City of Deerfield Beach
Planning & Development Services
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Public Works and Environmental Services Department
Housing and Urban Planning Division
1 N. University Drive, Box 102A
Plantation, FL 33324

**RE: City of Deerfield Beach
1045 SW 11th Way**

Folio(s): 484212530010, 484212530020

To Whom It May Concern:

State of Florida
County of Broward

I, Rodney Brimlow, am the authorized agent of **City of Deerfield Beach Management & Budget Director**, ("Owner") the owners of the property located at 1045 SW 11th Way, Deerfield Beach FL, also described in the legal descriptions below:

PARCEL NO.1 (FOLIO: 484212530010)
DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A

PARCEL NO.2 (FOLIO: 484212530020)
DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL B

We hereby authorize KEITH, Becker Law and MBA Development Partners of Florida, LLC to act on our behalf to submit all applications necessary for entitlement and development related issues.

Signature of owner/agent



Print Name

Rodney Brimlow

Sworn and subscribed before me this 9 day of April, 2026

- ☒ He/She is personally know to me or
☐ Has presented identification
☐ Online notarization

Signature of Notary Public



Print Name:

Date:

Emely Hernandez



www.KEITHteam.com

Witness Name:

Date:

Address:

Witness Name:

Date:

Address:



APPENDIX 1

BROWARD COUNTY PLANNING COUNCIL PLAN AMENDMENT REQUIREMENTS AND PROCEDURES

Broward County Land Use Plan Amendment Requirements

Amendments which are not within the rules of flexibility or more restrictive require amending the Broward County Land Use Plan. Amendments to the Broward County Land Use Plan must be approved by the Broward County Commission. Article 1 of the Administrative Rules Document: Broward County Land Use Plan details the procedures local governments must follow to amend the Broward County Land Use Plan. The following Exhibit identifies the materials which must be submitted to satisfy the Planning Council's application requirements for amendments to the Broward County Land Use Plan.

Exhibit "Application Checklist for Amendments to the Broward County Land Use Plan"

EXHIBIT

APPLICATION CHECKLIST FOR AMENDMENTS TO THE BROWARD COUNTY LAND USE PLAN

This application identifies the information required by the Broward County Planning Council and/or Florida Department of Economic Opportunity (DEO) Chapter 163, Florida Statutes, for processing amendments to the Broward County Land Use Plan.

All amendment requests must be accompanied by the appropriate fee and the materials identified on the attached application. Local governments must submit 3 hard copies and 3 digital copies (6 copies total) of the amendment application for the Broward County Planning Council. Complete applications must be submitted in accordance with the Planning Council's established submittal deadlines, as well as the County Commission requirements. The applicant shall be responsible for providing accurate information and sufficient data and analysis to enable the Planning Council staff to process the application. However, the acceptance of the application for processing shall not constitute an affirmation of the accuracy or completeness of the application.

Following each item on the checklist, identify the page/exhibit number where the item can be found. Please package the Broward County Planning Council and Department of Economic Opportunity submissions separately.

1. TRANSMITTAL INFORMATION

PAGE OR EXHIBIT #

A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

pg.4

B. Name, title, address, telephone number and e-mail address of the local government contact person.

pg.4

C. Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan amendment.

pg.4

D. Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.

pg.4

E. Whether the amendment is one of the following:

*Development of Regional Impact

*Small-scale development (Per Chapter 163.3187 Florida Statutes)

*Emergency (Please describe on separate page)

pg.5

2. APPLICANT INFORMATION

A. Name, title, address, telephone number and e-mail address of the applicant.

pg.5

B. Name, title, address, telephone number and e-mail address of the agent.

pg.5

	<u>PAGE OR EXHIBIT #</u>
C. Name, title, address, telephone number and e-mail address of the property owner(s).	pg.5
D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs).	pg.5
Planning Council staff may accept greater than two paragraphs, if submitted in an electronic format.	
3. <u>AMENDMENT SITE DESCRIPTION</u>	
A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.	pg.6
B. Sealed survey, including legal description of the area proposed to be amended.	pg.7
C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.	pg.7
4. <u>EXISTING AND PROPOSED USES</u>	
A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.	pg.7
B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.	pg.7
C. Existing use of amendment site and adjacent areas.	pg.7
D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.	pg.8
E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.	pg.8

5. **ANALYSIS OF PUBLIC FACILITIES AND SERVICES**

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. **Potable Water Analysis**

1. Provide the potable water level of service per the adopted and certified local land use plan.

pg.9

2. Provide the adoption date of the local government's 10 Year Water Supply Facilities Plan.

pg.9

3. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

pg.9

4. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

pg.10

5. Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

pg.10

B. **Sanitary Sewer Analysis**

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

pg.11

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

pg.11

3. Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

pg.11

4. Correspondence from sanitary sewer provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

pg.11

C. Solid Waste Analysis

1. Provide the solid waste level of service per the adopted and certified local land use plan.

pg.12

2. Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

pg.12

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

pg.12

4. Correspondence from the solid waste provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

pg.12

D. Drainage Analysis

1. Provide the drainage level of service per the adopted and certified local land use plan.

pg.13

2. Identify the drainage district and drainage systems serving the amendment area.

pg.13

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

pg.13

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.

pg.13

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

pg.13

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties.

pg.13

The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

pg.13

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

pg.14

E. Recreation and Open Space Analysis

1. Provide the recreation and open space level of service per the adopted and certified local land use plan.

pg.15

2. For amendments which will result in an increased demand for “community parks” acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

pg.15

3. Identify the net impact on demand for “community parks” acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

pg.15

4. Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.

pg.16

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.

pg.17

F. Traffic Circulation Analysis

Please be advised, if required, that the Planning Council staff will request from the Broward Metropolitan Planning Organization (MPO), as per Policy 2.14.6 of the BCLUP, an analysis of the impacts of the amendment to the regional transportation network. The MPO will charge a separate cost-recovery fee directly to applicants for technical assistance requested by the Planning Council for the preparation and review of the land use plan amendment transportation analysis. Please contact the MPO for additional information regarding this fee.

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

pg.19

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long-range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.

pg.20

3. Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant may provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.

pg.20

4. Provide any relevant transportation studies relating to this amendment, as applicable.

pg.20

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.
2. Describe how the proposed amendment furthers or supports mass transit use.
3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

pg.21

pg.21

pg.21

H. Public Education Analysis

Please be advised that the Planning Council staff will request from The School Board of Broward County (SBBC), as per Policy 2.15.2 of the BCLUP, an analysis of the impacts of the amendment on public education facilities. Per SBBC Policy 1161, the applicant will be subject to a fee for the analysis and review of the land use plan application. The applicant should contact the Growth Management Section of the SBBC to facilitate this review and determine the associated fees.

1. Public School Impact Application.
2. The associated fee in the form of a check made payable to the SBBC.

pg.22

pg.22

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.
- B. Archaeological sites listed on the Florida Master Site File.
- C. Wetlands.

pg.22

pg.23

pg.23

	<u>PAGE OR EXHIBIT #</u>
D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.	<u>pg.23</u>
E. Priority Planning Area map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.	<u>pg.23</u>
F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.	<u>pg.23</u>
G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.	<u>pg.24</u>
H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.	<u>pg.24</u>
I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.	<u>pg.24</u>
J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.	<u>pg.24</u>
7. <u>AFFORDABLE HOUSING</u>	
Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.	<u>pg.24</u>
8. <u>LAND USE COMPATIBILITY</u>	
Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.	<u>pg.25</u>

9. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

pg.25

10. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

pg.26

11. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments.

pg.26

12. PUBLIC OUTREACH

Describe how the applicant and/or local government notified and coordinated with adjacent property owners, master associations, homeowner associations, etc.

pg.26

13. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

pg.26

14. ADDITIONAL SUPPORT DOCUMENTS

A. Other support documents or summary of support documents on which the proposed amendment is based.

pg.28

B. Any proposed voluntary mitigation or draft agreements. (Please note that an Ownership and Encumbrance Report will be required prior to the recordation of any Declaration of Restrictive Covenants that fulfill voluntary mitigation or commitments.)

pg.28

15. PLAN AMENDMENT COPIES

Provide 3 hard copies and 1 digital copy (4 copies total) of the amendment application.



For Office Use Only
Application No.: _____
Submittal Date: _____

ATTACHMENT E APPLICATION FOR REZONING

Pursuant to Code Section 98-12.

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

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

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 Plan Application Form*)
- **Application Processing Fee** (*See fee schedule*)
- **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- **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.
- **(2) 24"x 36" and (1) 11"x 17" Copies of Current & Up-to-Date Boundary Survey** meeting the requirements of Code Section 98-13(8)(b).
- **One (1) Digital CD** of required submittals listed above must be provided.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

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.

**THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT A SPECIFIC STATEMENT IN
RESPONSE TO EACH OF THE REQUIREMENTS ON THE FOLLOWING PAGES**

A. PROPOSED REZONING

Current Zoning District(s): CF Proposed Zoning District(s): PDD

Site Area (Gross Acres): 6.99

Is this request in connection to a Development Plan Application? ☒ Yes ☐ No

Reason for the requested rezoning: _____

On behalf of the Applicant, MBA Development Partners of Florida, LLC, and the property owner, City of Deerfield Beach, KEITH respectfully requests approval of a rezoning of approximately 3.75 acres (163,515 square feet) from the existing Community Facilities (CF) zoning district to a Planned Development District (PDD). The subject property is located at 1045 SW 11th Way, within the City of Deerfield Beach, Broward County, Florida.

The requested rezoning is necessary to facilitate the implementation of a mixed-use Public Private Partnership (P3) redevelopment project authorized by the City Commission through Resolution No. 2023 048. That resolution approved a Purchase and Sale Agreement authorizing the Applicant to pursue land use, zoning, plat, and site plan approvals on behalf of the City. The Planned Development District (PDD) zoning designation is required to accommodate the integrated, vertically, mixed-use, and master planned nature of the proposed redevelopment, which includes civic, office, residential, hotel, event, and supporting commercial uses.

The subject property is currently designated Community Facility on the City of Deerfield Beach Future Land Use Map. As part of the overall redevelopment strategy, the project includes a companion Future Land Use Plan Amendment (FLUMA) to amend the Future Land Use designation from Community Facility to Commercial, consistent with the proposed PDD zoning framework.

The site's strategic location adjacent to regional transportation facilities makes it particularly well suited for a high intensity, mixed use redevelopment project that consolidates municipal functions while supporting employment, residential, hospitality, commercial, and civic activity. The property's accessibility and visibility further enhance its suitability for the type of integrated development envisioned through the proposed Public-Private Partnership (P3) initiative.

The subject property is currently governed by the Community Facilities (CF) zoning district, which limits development flexibility and does not accommodate the scale, intensity, or integrated mix of uses proposed as part of the P3 redevelopment. The requested rezoning to PDD will establish a unified regulatory framework that permits coordinated site planning, integrated building design, shared infrastructure, efficient internal circulation, and phase implementation of the project. The proposed PDD zoning designation is intended to facilitate a cohesive, master-planned development that achieves the City's economic development, municipal service, housing, and redevelopment objectives while ensuring compatibility with surrounding land uses and development patterns.

The Applicant believes the proposed rezoning is consistent and compatible with the and furthers the Goals, Objectives, Policies of the City of Deerfield Beach Comprehensive Plan, as demonstrated in the consistency analysis below.

B. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

(Attach additional page(s) if more space is needed).

The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

1. That the petition for a change of zoning will not result in spot zoning or contract zoning:

The proposed rezoning does not constitute spot zoning or contract zoning. The subject property is located within an area characterized by commercial, multi family residential, civic, and transportation oriented uses, served by regional transportation infrastructure. The requested PDD is compatible with the surrounding development pattern and does not create an isolated or incompatible zoning classification. The PDD will be applied uniformly across the entire 3.75 acre site and is specifically intended to facilitate the coordinated development of a master planned project such as public private partnerships. The rezoning is based upon sound planning principles, the characteristics of the subject property, and its relationship to surrounding land uses, rather than conferring a special benefit on a single parcel inconsistent with the area's development pattern.

2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan:

Goal FLU 1.0-The proposed PDD zoning enables a vertically integrated, master planned mix of civic, office, residential, hotel, event, and supporting commercial uses on a single site, advancing a balanced land use pattern consistent with the City's mixed use vision.

Objective FLU 1.1-The rezoning supports a compact, mixed use development that consolidates employment, housing, civic functions, and visitor services in a transit accessible location, reducing vehicle trips and promoting a live work visit environment.

Policy FLU 1.1.9-The PDD zoning accommodates higher density residential development within an appropriate urban location, consistent with the companion Mixed Use Residential High FLU designation.

Objective FLU 1.3-The Planned Development District zoning provides regulatory flexibility to implement an innovative P3 redevelopment program that cannot be achieved under conventional zoning districts.

Policy FLU 1.3.1-The PDD master plan establishes coordinated site design, massing controls, and circulation to ensure compatibility among residential, office, hotel, civic, and commercial components.

Objective FLU 1.7-The project's podium based design, structured parking, internal civic spaces, and pedestrian connections directly implement this objective and are enabled by the PDD zoning framework.

Policy FLU 1.7.1-The rezoning to PDD, coordinated with a Mixed Use Residential High FLU designation, allows a full range of integrated uses within a unified zoning framework.

Policy FLU 1.7.3-The PDD zoning governs building height, massing, access, and internal circulation through an approved master plan, ensuring appropriate transitions and compatibility with surrounding uses.

Goal FLU 2.0-The rezoning supports a master planned development that demonstrates adequacy of transportation access, utilities, schools, and public services, subject to concurrency certification.

Objective FLU 2.3-The subject site is located within an urbanized area adjacent to I 95 and FAU Research Boulevard, making it an appropriate location for higher intensity PDD zoning.

Policy FLU 2.3.3-The PDD zoning allows increased intensity and density in proximity to major transportation corridors and employment uses, consistent with adopted growth management policies.

Goal FLU 3.0-The rezoning implements a City initiated redevelopment strategy that activates vacant City owned land through a public private partnership.

Policy FLU 3.1.1-The proposed PDD directly facilitates an approved P3 redevelopment authorized by City Commission Resolution No. 2023 048.

Goal FLU 8.0-The PDD zoning supports compact, vertical mixed use development, structured parking, reduced surface parking, and efficient land use consistent with smart growth principles.

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary:

Since the subject property's CF zoning classification was established, conditions affecting the property and the surrounding area have substantially changed. The City's planning objectives have evolved to emphasize redevelopment, mixed-use development, public-private partnerships, economic investment, and the efficient utilization of existing urban land and infrastructure. In furtherance of these objectives, the City has identified the subject property as a strategic redevelopment opportunity suitable for implementation through a Public-Private Partnership (P3).

The existing CF zoning district was established to accommodate traditional public and institutional uses and does not provide the flexibility necessary to implement the integrated mix of residential, commercial, civic, and public uses contemplated by the proposed redevelopment.

As a result of these changed planning policies, redevelopment objectives, and municipal needs, the existing zoning no longer represents the most appropriate classification for the property. Accordingly, the requested rezoning to PDD is necessary to implement the City's current planning vision, facilitate the coordinated redevelopment of the site, and advance the public purposes identified in the Comprehensive Plan.

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities:

The proposed rezoning will not adversely impact residential living conditions within the adjacent and neighboring area, including properties located within 500 feet of the subject site. The Planned Development District has been designed to ensure compatibility with surrounding development through an integrated site design, appropriate building placement and orientation, landscaping, buffering, and architectural standards.

Building massing, height, and the more intensive components of the development are oriented toward regional transportation corridors and away from adjacent residential areas where practicable. Structured parking, internal circulation, screened service areas, and appropriate lighting and landscape treatments will minimize visual, operational, and noise impacts on neighboring properties.

The redevelopment of the currently underutilized City-owned property will replace a vacant site with a thoughtfully planned mixed-use development that provides new civic, residential, commercial, and employment opportunities while enhancing the character, safety, and vitality of the surrounding area. Accordingly, the proposed rezoning will not adversely affect residential living conditions in the adjacent and neighboring communities.

5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning:

The proposed rezoning is compatible with the existing zoning districts and development pattern within the adjacent and neighboring area. The subject property is currently zoned CF and is surrounded by a diverse mix of Business (B 1 and B 2), Multi Family Residential (RM 10 and RM 15), Single Family Residential (RS 5), civic and transportation related uses. Interstate 95, FAU Research Boulevard, and other major transportation corridors establish the area as appropriate location for higher intensity, mixed use redevelopment.

The proposed PDD is specifically intended to accommodate integrated, master-planned developments and provides a coordinated regulatory framework to ensure compatibility with surrounding uses. Through the PDD process, development standards governing site design, building placement, architectural character, landscaping, buffering, access, parking, height, massing, and intensity will be applied in a comprehensive manner to provide appropriate transitions to adjacent properties and minimize potential impacts.

The proposed redevelopment is consistent with the established character and evolving development pattern of the surrounding area and will complement nearby residential, commercial, civic, and transportation-oriented uses. Accordingly, the requested rezoning is compatible with the existing zoning and development within the adjacent and neighboring area.



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT F

APPLICATION FOR PLAT OR PLAT NOTE AMENDMENT

Pursuant to Code Section 98-12.

Application Type (Check applicable box)

☐ Plat Approval

☒ Plat Note Amendment

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

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

All of the following items 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 Plan Application Form)

☒ **Application Processing Fee** (See fee schedule)

☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.

☒ **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.

☐ **Public Notice Requirements** (for applications requiring City Commission approval only) as required by the provisions set forth in Code Section 98-35(1).

☒ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Current Boundary 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).

☒ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Proposed Plat** consistent with requirements set forth in Article IX Division 3 of the Broward County Land Development Code.

☐ **One (1) Digital CD** of required submittals listed above must be provided.

☐ **Other Information** may be required as determined by staff.

PROPOSED NOTE AMENDMENT (To be completed for plat note amendment applications only.)

Existing Plat Note: _____

This Plat is restricted to 100,000 square feet of research and development park. Banks and

commercial/retail uses are not permitted without the approval of the Board of County

Commissioners, who shall review and address these uses for increased impacts.

Any structure within this Plat must comply with Section IV O.1.F – Development Review

requirements of the Broward County Land Use Plan regarding hazards to air navigation.

This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be

amended by approval of the Broward County Board of County Commissioners.

Proposed Plat Note: _____

THIS PLAT IS RESTRICTED TO 150 MULTIFAMILY RESIDENTIAL UNITS, A HOTEL WITH 120 ROOMS WITH AN EVENT CENTER, AND 143,256 SQUARE FEET OF OFFICE AND COMMERCIAL USES.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV D.1.F., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN REGARDING HAZARDS TO AIR NAVIGATION.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, OF THE BROWARD COUNTY CODE OF ORDINANCES AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS.

THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY FOR THE PURPOSE OF INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND SHALL NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER, INCLUDING OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE WITH REFERENCE TO THIS PLAT.

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.

RE: Deerfield 1045 - Plat Note Amendment - Pre-app submittal

From Miguez, Nataly <NAMIGUEZ@broward.org>

Date Wed 4/15/2026 3:27 PM

To Felipe Castro <fcastro@capitalgroupusa.com>

Cc Juan Carlos Ayala <jcayala@capitalgroupusa.com>; Michael Amodio <mamodio@keithteam.com>; Juan Pablo Chapa <jchapa@keithteam.com>

Hi Felipe,

Thank you for the updated documents. The proposed note language of: *"This plat is restricted to 150 multi-family residential units, a hotel with 120 rooms with an event center, and 143,256 square feet of office and commercial uses."* Is acceptable to the County. I will review the revised submittal package and schedule the preapplication meeting.

Thank you,



NATALY MIGUEZ, PLANNER

Public Works and Environmental Services Department

HOUSING AND URBAN PLANNING DIVISION

1 North University Drive, BOX 102 | Plantation, Florida 33324

954.357.6623

Broward.org/Planning | [ePermits](#)



From: Felipe Castro <fcastro@capitalgroupusa.com>

Sent: Wednesday, April 15, 2026 11:43 AM

To: Miguez, Nataly <NAMIGUEZ@broward.org>

Cc: Juan Carlos Ayala <jcayala@capitalgroupusa.com>; Michael Amodio <mamodio@keithteam.com>; Juan Pablo Chapa <jchapa@keithteam.com>

Subject: Re: Deerfield 1045 - Plat Note Amendment - Pre-app submittal

Appreciate you for taking the time to go over the detail, Nataly.

Attached, please find the revised:

1. Plat & Development Application with the consistent areas.
2. Request Letter from Becker revised.
3. FDOT Letter adjusted for 150 units.

Remember it'd be helpful for our process with the City, to be able to provide them with your "thumbs-up" for the current plat note. Meaning that it's now properly phrased.

We can have that as a separate email or as a confirmation for the pre-app meeting date and time if we are now clear to proceed.

Thank you very much!

FELIPE CASTRO

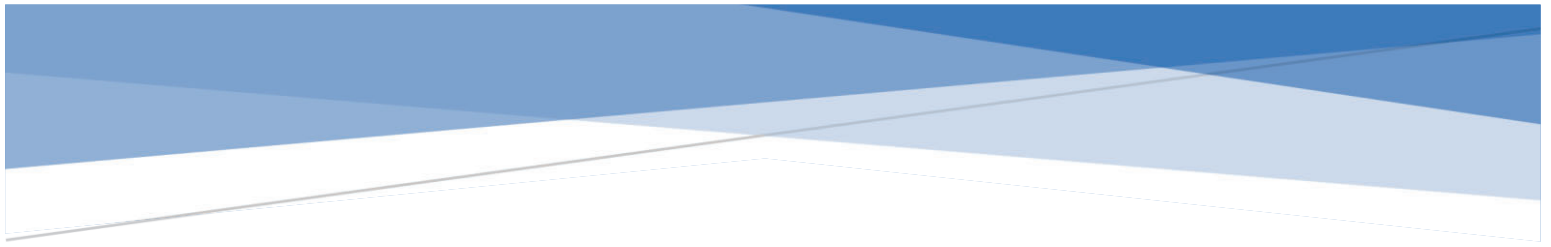
Project Coordinator | Capital Group

-

fcastro@capitalgroupusa.com

CapitalGroupUSA.com





Small Scale Amendment

1045 SW 11th Way
Deerfield Beach, Broward County, Florida

Prepared For:
City of Deerfield Beach / Capital Group

Prepared By:
KEITH – Planning Department

Date: August 17, 2026
KEITH Project No: 12796.01
LUPA #70A – City Application

Abstract

This Land Use Plan Amendment (Small Scale) application proposes a change to the City of Deerfield Beach and Broward County future land use designations for a City-owned property located at 1045 SW 11th Way, east of Interstate 95. The amendment is intended to facilitate the redevelopment of an underutilized public site through a Public-Private Partnership (P3) that advances the City's housing, economic development, and reinvestment objectives.

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I. TRANSMITTAL INFORMATION

A. Local Government Action

A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

RESPONSE: To be provided.

B. Local Government Contact

Name, title, address, telephone number and e-mail address of the local government contact person.

Name: Ramsay Bulkeley

Title: Director

Department: Planning and Development Services

Address: 150 N.E. 2nd Ave., Deerfield Beach, FL 33441

Phone: 954-250-4124

Email: rbulkeley@deerfieldbeachfl.gov

C. Public Hearing Summary

Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan amendment.

RESPONSE: To be provided upon availability.

D. Notification Procedures

Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.

Published Notices:

- Newspaper notice at least seven days and no more than ten days prior before the P&Z Board hearing date.
- Newspaper notice at least 7 days before the City Commission Transmittal hearing date.
- Newspaper notice at least 5 days before the Adoption hearing date.

Mailed Notices:

- Notice of the P&Z public hearing no fewer than 15 days and no more than 20 days prior the hearing date.
- Applicant, Owner(s) of land subject to the application, Owners of real property within 500 ft of the parcel(s) subject to the application.

- Mailing notice at least fifteen (15) days before the Broward County planning council's first public hearing sent to owners of real property within 300 ft of the parcel(s) subject to application.

Posted Notice:

- A posted notice, in the form approved by the city, shall be erected adjacent to each public-right-of-way of the subject property at least 15 days prior to, and no more than 20 days prior to, the date set for public hearing and shall be maintained by the applicant at the subject property until the time for removal.

E. Amendment Type – Whether the amendment is one of the following:

☒ Small Scale Amendment (F.S. 163.3187)

☐ Large Scale Amendment

☐ Emergency

☐ Other: _____

II. APPLICANT INFORMATION**A. Applicant**

Name: MBA Development Partners Of Florida LLC

Address: 55 NE 5th Avenue, Suite 501, Boca Raton, FI 33486

Telephone: 305 9968 9493

Email Address: Jcayala@Capitalgroupusa.com

B. Agent – Planning / Civil Engineering / Survey / Landscape Architecture

Name: Keith / Michael Amodio, AICP

Address: 301 E Atlantic Blvd, Pompano Beach, FI 33060

Telephone: 954-788-3400

Email Address: Mamodio@Keithteam.com

Agent – Land Use Counsel / Planning

Name: Becker Law / Lisa A. Reves, Senior Attorney

Address: 625 N. Flagler Drive, 7th Floor, West Palm Beach, FI 33401

Telephone: 561-820-2878

Email Address: Lreves@Beckerlawyers.Com

Agent – Architecture

Name: GHA / Martha Buritica

Address: 1311 W Newport Center Drive , Suite A, Deerfield Beach, FI 33442

Telephone: 5617170382

Email address: mburitica@gha.ai

C. Property Owners

Name: City Of Deerfield Beach Management & Budget Director

Address: 150 NE 2nd Avenue, Deerfield Beach, FI, 33441-3598

Phone : 954-480-4206

Email : rbrimlow@deerfield-beach.com

D. Applicant's Rationale

The proposed amendment is intended to facilitate the redevelopment of a City-owned property through a Public-Private Partnership (P3) that advances the City of Deerfield Beach's economic development, housing, and community reinvestment objectives.

The subject site occupies a strategic position along the SW 10th Street and Interstate 95 corridor, an area characterized by significant regional transportation access, proximity to employment centers, existing infrastructure, and evolving mixed-use development patterns..

The amendment will allow the property to transition from its existing land use designation to one that more accurately reflects the site's regional significance, redevelopment potential, and role within the City's long-term growth strategy. The amendment supports the development of a compact, integrated mixed-use project incorporating residential, hotel, commercial, and public amenity components in a cohesive and complementary manner.

The redevelopment of this publicly owned site represents an opportunity to maximize the efficient use of land resources, stimulate private investment, expand housing opportunities, enhance the local tax base, and create a vibrant destination that serves both residents and visitors. The amendment is consistent with the City's comprehensive planning objectives, which encourage sustainable, transit-accessible, mixed-use development in urbanized areas and promote the reinvestment of underutilized properties to strengthen the community's economic vitality and long-term resilience.

The residential component has been designed in a manner consistent with Broward County Policy 2.16.4, which encourages the provision of affordable housing opportunities through redevelopment and infill development initiatives. The amendment is structured to comply with applicable City and County Comprehensive Plan land use policies, including those governing mixed-use development, housing, economic development, and sustainable land use patterns.

Overall, the proposed amendment represents a balanced, strategic, and policy-consistent approach to redevelopment leverages public-private investment to achieve multiple community objectives. The project will expand housing opportunities including affordable housing, promote economic growth, activate underutilized public property, and enhance the long-term viability of the area. By integrating residential, commercial, hospitality, and public amenity uses within a thoughtfully planned mixed-use environment, the amendment advances the City's redevelopment goals while ensuring compatibility with surrounding development patterns, consistency with adopted local

The proposed redevelopment project has received conceptual approval from the City of Deerfield Beach, including approval of a voter referendum authorizing the City to pursue the proposed public-private redevelopment initiative. The referendum and subsequent City actions demonstrate substantial public and governmental support for the redevelopment concept. Implementation of the project remains contingent upon approval of the requested land use amendment, rezoning, and site plan applications and compliance with all applicable local, county, and state laws, regulations, and permitting requirements

III. AMENDMENT SITE DESCRIPTION

A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

The subject property contains approximately 6.97 gross acres ($\pm 303,585$ square feet) and 3.75 net developable acres ($\pm 163,515$ square feet). The site is located on the south side of SW 10th Street, east of Interstate 95, and is generally bounded by SW 10th Street to the north, Interstate 95 to the west, and SW 11th Way (FAU Research Park Boulevard) along portions of the east and south boundaries within the municipal boundaries of the City of Deerfield Beach, Broward County, Florida

See Exhibit 'A' – Location Map

B. Sealed survey, including legal description of the area proposed to be amended.

See Exhibit 'B' – Survey

C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.

See Exhibit 'C' – Context Map.

IV. EXISTING AND PROPOSED USES

A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.

TABLE 1: LAND USE DESIGNATION – SUBJECT SITE

Jurisdiction	Current Land Use	Proposed Land Use
City of Deerfield Beach	Community Facility (CF)	Commercial
Broward County	Medium Residential (MR-16)	Commerce

Refer to Exhibit 'D' and Exhibit 'E' for current future land uses

B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.

RESPONSE:

Residential development associated with the proposed amendment will be implemented pursuant to applicable state and county regulatory frameworks, including the Florida

Live Local Act and, where applicable, Broward County's Affordable Housing Density Bonus provisions (commonly referred to as the Geller Amendment).

The proposed amendment does not rely upon or utilize Broward County Land Use Plan flexibility units, and no flexibility units have been allocated, transferred, or applied to adjacent properties in connection with this application. Accordingly, the density contemplated by the proposed development will be achieved through applicable affordable housing and mixed-use development provisions authorized under state and county law, rather than through the use of the County's flexibility provisions.

C. Existing use of amendment site and adjacent areas.

TABLE 2: ADJACENT AND SITE USES

Location	Existing Use	Broward County Land Use Plan	Deerfield Beach Future Land Use
Subject Site	Vacant / Undeveloped (City-owned parcel)	Medium 16 Residential	Community Facility
North	Transportation corridor (SW 10 th Street, FDOT right-of-way, I-95 ramps)	Commercial / Low-Medium (10) Res	Commercial
South	Public park and open space (Mayo Howard Park) Single Family Homes	Medium 16 Residential / Low-Medium (10) Res	Rec Open Space Res Low (5 DU/AC)*
West	Transportation infrastructure (Interstate 95 and associated ramps)	Transportation	Transportation
East	Commercial Development Public park and open space (Mayo Howard Park) Single Family Homes	Community / Rec Open Space / Res Low (5)	Rec Open Space Res Low (5 DU/AC)

* Existing non-conforming commercial uses and commercial zoning

D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.

TABLE 3

PROPOSED USE OF AMENDMENT SITE (ANALYTICAL PURPOSES ONLY)

Jurisdiction	Proposed Future Land Use	Site Area	Existing Use (SF / Dus)	Proposed Use (SF / Dus)
City of Deerfield Beach	Commercial	6.97 GROSS 3.75 NET	Vacant (0 SF / 0 Dus)	150 Multifamily Dwelling Units; 120 Hotel Rooms; ±144,000 SF Commercial
Broward County	Commerce	6.97 GROSS 3.75 NET	Vacant (0 SF / 0 Dus)	150 Multifamily Dwelling Units; 120 Hotel Rooms; ±144,000 SF Commercial

E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.

**TABLE 4
MAXIMUM ALLOWABLE DEVELOPMENT UNDER EXISTING FUTURE LAND USE
DESIGNATIONS**

Jurisdiction	Existing Future Land Use	Site Area	Maximum Allowable Development Under Existing Use
City of Deerfield Beach	Community Facility (CF)	6.97 GROSS 3.75 NET	Public and institutional uses only; no residential or private commercial development permitted under CF designation
Broward County	Medium Residential (MR-16)	6.97 GROSS 3.75 NET	Up to approximately 111 dwelling units (16 du/ac × 6.97 acres); non-residential development limited to uses permitted under MR-16 designation

V. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

A. Potable Water

1. Provide the potable water level of service per the adopted and certified local land use plan.

RESPONSE: The subject site is served by the City of Deerfield Beach potable water system, with water supply supported through available regional water resources and facilities, including . , the City's potable water service supply from the City of Deerfield Beach and BWWS District 2 wellfields and water treatment facilities.

The City adopted potable water level of service (LOS) standards of 170 gallons per capita per day (gpcd), as set forth in the City of Deerfield Beach Utilities Element (Sec. 5.2.4.4) and Sec. 4.3.2 of the Deerfield Beach 2020 Comprehensive Water Supply Facilities Work Plan, adopted November 15, 2022.

2. Provide the adoption date of the local government's 10 Year Water Supply Facilities Plan.

RESPONSE: The City's of Deerfield Beach's 2020 Comprehensive Water Supply Facilities Work Plan (10-Year Water Supply Facilities Plan) was adopted on November 15, 2022, as part of the City's comprehensive planning process to ensure adequate water supply and facility capacity to meet projected demands within the planning horizon.

3. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

RESPONSE: The subject property is served by the City of Deerfield Beach potable water system. Potable water treatment is provided through the City of Deerfield Beach West Water Treatment Plant (West WTP), which has a current permitted treatment capacity of 23.6 million gallons per day (MGD). Based on the City of Deerfield Beach Water Supply Facilities Work Plan, the current and committed demand for the West WTP is approximately 10.41 MGD.

The potable water supply supporting the City's system is obtained through permitted groundwater withdrawals authorized by the South Florida Water Management District (SFWMD). The Broward County North Regional Wellfield serving the area has an SFWMD permitted withdrawal capacity of 14.15 MGD pursuant to SFWMD Water Use Permit No. 06-00082-W. Current and committed demand associated with the permitted withdrawal is approximately 10.41 MGD, resulting in approximately 3.74 MGD of remaining permitted capacity. The SFWMD permit is currently scheduled to expire on March 14, 2029.

The City of Deerfield Beach Water Supply Facilities Work Plan demonstrates that adequate potable water supplies, treatment capacity, and related infrastructure are available to accommodate existing and projected development within the City's service area throughout the planning horizon.

Table 5: PLANT CAPACITY & DEMAND – POTABLE WATER

Item	Value
Current Plant Capacity (West WTP)	23.6 MGD
Current and Committed Plant Demand	10.41 MGD ¹
SFWMD Permitted Withdrawal	14.15 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

¹ Demand per Table 5.11: Projected Population and Water Demand – City Service Area, as summarized in the November 2021 Water Supply Facilities Work Plan.

Table 6: WELLFIELDS (Broward County North Regional Wellfield)

Item	Value
Capacity (SFWMD Permitted Withdrawal)	14.15 MGD
Current + Committed Demand	10.41 MGD
Remaining Capacity	3.74 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

City of Deerfield Beach Water Supply Facilities Work Plan (November 2021)

4. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

TABLE 7: POTABLE WATER IMPACT

Based on the potable water demand factors established by Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, generating an estimated potable water demand of 27,750 gallons per day (GPD), calculated at 250 GPD per dwelling unit.

The proposed amendment would permit development consisting of 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial uses. Estimated potable water demand is calculated as follows:

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – Residential	150 Dus × 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms × 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x .2 GPD/sf	28,800 GPD
Total Proposed Potable Water Demand		84,300GPD
Net Change in Potable Water Demand	84,300 – 27,500	+56,550 GPD

Source: Broward County Code of Ordinances

The total proposed potable water demand is estimated at 84,300 GPD. Compared to the existing demand of 27,750 GPD, the proposed amendment would result in a net increase of approximately 56,550 GPD of potable water demand.

5. Correspondence from potable water provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit ‘O’ for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services
 Agency: Deerfield Beach Environmental Services/Engineering Dept.
 Ph: 954-250-4290
 Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

B. Sanitary Sewer

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

RESPONSE: The adopted level of service for sanitary sewer in the City of Deerfield Beach is established in the City's Utilities Element and adopted comprehensive planning documents at 105.7 gallons per capita per day (gpcd) based on annual average daily flow for the permanent population.

This level of service factor represents the City's adopted wastewater generation standard and includes both residential and non-residential wastewater flows associated with development within the City's service area.

The sanitary sewer level of service standard is used for evaluating the adequacy of wastewater treatment capacity and infrastructure availability associated with proposed development and land use amendments.

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

RESPONSE: The City of Deerfield owns and maintains the collection and conveyance of sewer discharge. The City has no treatment facility, however, the amendment area is served by the Broward County North Regional Wastewater Treatment Plant (NRWWTP), which has a permitted treatment capacity of 95.0 MGD. Broward County's adopted Water Supply Facilities Work Plan reports an annual average daily flow of 72.8 MGD at the facility.

No additional wastewater treatment plant capacity expansions are identified as necessary for the City of Deerfield Beach within the current planning horizon. Available reserved treatment capacity at the NRWWTP is sufficient to accommodate projected wastewater flows, including the proposed amendment. Any future improvements, if required, will be addressed through the applicable capital improvements planning process and identified funding sources.

TABLE 8: SANITARY SEWER CAPACITY

Broward County North Regional Wastewater Treatment Plant (NRWWTP)

Item	Capacity, Flow, or Allocation (MGD)
Plant Capacity	
NRWWTP Permitted Treatment Capacity	95.0 MGD
Reserved Capacity by BC & Municipalities	87.015 MGD
NRWWTP Annual Average Daily Flow (2024)	72.8 MGD*

Reserved Capacity	
Deerfield Beach Reserved Capacity (2030)	8.0 MGD
Deerfield Beach Reserved Capacity (2045)	9.0 MGD
Existing / Projected Demand	
Deerfield Beach Projected Flow (2030)	6.25 MGD
Deerfield Beach Projected Flow (2045)	6.43 MGD
Capacity Status	Sufficient Capacity Available

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

*Per Broward County Water Supply Facilities Work Plan adopted March 3, 2026

The City Comprehensive Plan Utilities Element provides projected average daily wastewater flows and reserved treatment capacities for the City through 2045. The projections indicate that future wastewater flows remain below the City's reserved capacity allocation at the North Regional Wastewater Treatment Plant.

Year	Projected Flow	Reserved Capacity	Available Capacity
2030	6.25 MGD	8.0 MGD	1.75 MGD
2045	6.43 MGD	9.0 MGD	2.57 MGD

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

The City of Deerfield Beach Utilities Element identifies 87.015 MGD of reserved treatment capacity allocated among Broward County and participating municipalities. Deerfield Beach's reserved treatment capacity is 8.0 MGD in 2030 and 9.0 MGD in 2045, while projected average daily wastewater flows are 6.25 MGD and 6.43 MGD, respectively.

Because projected flows remain below the City's reserved treatment capacity allocation throughout the current and future planning horizon, adequate wastewater treatment capacity exists to serve the proposed amendment.3. Identify the net impact on sanitary sewer demand, based on the adopted level of service.

TABLE 9: SANITARY SEWER IMPACT

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – High Residential	150 Dus x 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms x 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x 0.2 GPD/sf	28,800 GPD
Total Proposed Sewer Demand		84,300 GPD
Net Change in Sewer Demand	84,300-27,750	+56,550 GPD

Source: Broward County Code of Ordinances & City of Deerfield Comprehensive Plan

Based on the demand factors established in the Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, which generate an estimated sanitary sewer demand of 27,750 GPD.

The proposed amendment would permit 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial development, generating an estimated sanitary sewer demand of 84,300 GPD.

Accordingly, the proposed amendment would result in a net increase of 56,550 GPD in sanitary sewer demand.

4. Correspondence from the sanitary sewer provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit 'P' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services

Agency: Deerfield Beach Environmental Services/Engineering Dept.

Ph: 954-250-4290

Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

C. Solid Waste

1. Provide the solid waste level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach's adopted level of service for solid waste collection is 5.4 lbs per capita per day and 7.0 lbs per capita per day for disposal.

2. Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

RESPONSE: The City has contracted Waste Connections, Inc. for solid waste processing, transportation and disposal of municipal solid waste. Recycling materials are delivered by the city to Waste Management's Transfer Station in Deerfield Beach.

The city is served by the Waste Connection's solid waste transfer operations with final disposal occurring at the John E. Drury (JED) landfill in Saint Cloud, Florida.

The city sends approximately 72,000 tons per year to this facility. The JED landfill has total remaining disposal capacity of approximately 3,836,210 tons through 2032. The total permitted capacity of the JED landfill is approximately 52,215,585 tons.

Per Table 5.9 of the City's Solid Waste Sub-Element, the City's projected solid waste generation is 115,000 tons per year in 2030 and 118,665 tons per year in 2040.

The City's projected solid waste generation remains within the available capacity of the JED landfill throughout the planning horizon. No additional landfill capacity expansions are identified as necessary to accommodate projected solid waste generation during the planning period

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

The proposed amendment results in an estimated net increase of approximately 434.81 tons per year, which represents less than 1% of the City's projected 2030 and 2040 solid waste generation and approximately 0.011% of the landfill's remaining disposal capacity therefore, solid waste LOS is maintained.

TABLE 10: SOLID WASTE IMPACT	Existing / Adopted System Capacity (Comp Plan)	Projected Overall Impact (with Proposed Project)	Net Change Attributable to Project
City Annual Solid Waste Sent to System	~72,000 tons/year (Citywide)	72,434.81 tons/year (Citywide + project increment)	+434.81 tons/year
Landfill Available Capacity (Annual Throughput Capacity)	3,836,210 tons/of available capacity through 2032	3,836,210 tons/year (unchanged; project is an increment to demand)	Project increment = 0.011% of annual landfill capacity
Landfill Total Capacity	52,215,585 tons total capacity	52,215,585 tons (unchanged)	De minimis relative to total capacity
City Projected Solid Waste Generation (2030)	115,000 tons/year (City projection)	115,434.81 tons/year (projection + project increment)	+434.81 tons/year (0.378% of 2030 projection)
City Projected Solid Waste Generation (2040)	118,665 tons/year (City projection)	119,099.81 tons/year (projection + project increment)	+434.81 tons/year (0.366% of 2040 projection)

RESPONSE: Based on the City's adopted solid waste level of service and the capacity information contained in the Solid Waste Sub-Element, the proposed amendment would generate an estimated net increase of 434.81 tons per year of solid waste.

As shown in Table 10, this increase represents approximately 0.378% of the City's projected 2030 solid waste generation, 0.366% of the City's projected 2040 solid waste generation, and approximately 0.011% of the landfill's remaining disposal capacity.

Accordingly, adequate solid waste capacity exists to accommodate the proposed amendment while maintaining the adopted level of service.

4. Correspondence from the solid waste provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification

RESPONSE: Will be provided. See Exhibit 'Q' for correspondence.

Name: CHAD E. GRECSEK, MBA, LEED AP

Agency: Director of Municipal Services, City of Deerfield Beach

Phone: 954-250-4350

Email: cgregsek@deerfieldbeachfl.gov

Address : 401 SW 4th Street, Deerfield Beach FL 33441

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with Chapter 62-40.432, F.A.C. and the Environmental Resource Permit regulations of the FDEP, South Florida Water Management District, Broward County and the Florida Building Code.

The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Policy UT 3.1.1.a.	Stormwater peak discharge quantity shall be determined from a three day 25 year design storm. Peak discharge rates shall not exceed 35 cubic feet per second per square mile. In no case shall off-site discharge exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Policy UT 3.1.1.b	Flooding in new structures will be minimized by requiring the lowest floor elevation of the building to be no lower than the elevation for the respective area depicted on the 100-Year Flood Elevation Map or the FEMA Base Flood Elevation, whichever is higher.
Policy UT 3.1.1.c	Street flooding will be minimized by requiring that new or reconstructed residential streets (with 50-ft. or less wide rights-of-way) to have crown elevations no lower than the elevation for the respective area depicted on the ten year "Flood Criteria Map". Rights of way greater than 50 feet wide shall have an ultimate edge of pavement no lower than the elevation for the respected area

depicted on the 10 year “Flood Criteria Map”.

Policy UT 3.1.1.d	Stormwater discharges are presumed to not cause or contribute to violations of water quality standards when the minimum level of stormwater treatment set forth in Chapter 62-40, F.A.C., is achieved.
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Policy UT 3.3.8	Stormwater management systems and BMPs in new developments shall meet the minimum level of stormwater treatment in Section 62-40.432, F.A.C., to ensure that State water quality standards in Chapter 62-302, FAC, are met as .
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Policy UT 3.5.1	new developments and redevelopment shall meet all stormwater management requirements of Chapters 62-330 and 62-40.432, Florida Administrative Code, as necessary.
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2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The offsite portion of this development is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City’s municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

The onsite private property portion of this development is designed to meet State (SFWMD), Broward County (Surface Water Management Licensing Program), and City of Deerfield Beach drainage criteria. Projects located in Broward County receive ERP approval directly from Broward County in lieu of SFWMD.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City’s development review process and detailed engineering design phase.

The current proposed drainage system includes exfiltration trench and an underground storage system used to meet drainage criteria dictated by the State and County. This proposed system will meet water quality standards and stormwater attenuation to not affect or impact any adjacent developments/properties. This includes maintaining the 25 and 100 year-3-day storm events as set by the State and County.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD), Broward County (Surface Water License) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD and Broward County Surface Water License. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County (Surface Water Management Licensing Program), and SFWMD stormwater management requirements.

Accordingly, no existing SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County (Surface Water Management Licensing Program) and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See Exhibit 'R' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services

Agency: Deerfield Beach Environmental Services/Engineering Dept.

Ph: 954-250-4290

Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

E. Recreation & Open Space

1. Provide the adopted level of service standard for the service area in which the amendment is located and the current level of service.

RESPONSE: The City Deerfield Beach Recreation and Open Space Element establishes an adopted Level of Service (LOS) standard of three (3) acres of parks and open space per 1,000 existing and projected permanent residents. This standard is set forth under Policy ROS 2.1.1 and is consistent with the Broward County Land Use Plan, which requires municipalities to provide a minimum of three (3) acres of community-level parks per 1,000 residents, while Broward County provides regional park acreage on a countywide basis.

Per Section 8.3.1.1 (Level of Service) and Table 8.3 – Recreation Acreage and Level of Service of the Recreation and Open Space Element, the City of Deerfield Beach currently exceeds its adopted LOS standard. Specifically:

- Current (2025) LOS: 3.89 acres per 1,000 population
- Projected (2050) LOS: 3.56 acres per 1,000 population

Both the current and projected LOS values exceed the adopted minimum standard of 3.0 acres per 1,000 residents, and the Comprehensive Plan concludes that the city will continue to meet the recreation and open space LOS throughout the planning period. Accordingly, the current level of service within the City's service area is 3.89 acres per 1,000 population, which exceeds the adopted level of service standard of 3.0 acres per 1,000 population.

2. For amendments which will result in an increased demand for "community parks" acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted

RESPONSE: Please refer to Exhibit 'F' for the most current City of Deerfield Beach parks inventory as filed with the Broward County Planning Council.

3. Identify the net impact on demand for “community parks” acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

TABLE 10: RECREATION & OPEN SPACE IMPACT – COMMUNITY PARK DEMAND

	Use	Calculation	Total
Current	Community Facility	N/A	N/A
Proposed	Residential (22 du/ac): 150 Dus	1.8 persons/DU × 0.003 ac/person × 150 Dus	= 0.81 ac
	NET Change (Community Parks Demand)		+ 0.81 acres

Source: City of Deerfield Beach Comprehensive Plan – Recreation & Open Space Element; Broward County Land Use Plan (3 acres per 1,000 residents).

Over 25 up to 50 DU/ac = 1.8 Persons per Dwelling Unit Assumption (per Broward County LDC)

TABLE 11: MUNICIPAL COMMUNITY PARKS INVENTORY (UP-TO-DATE)

(City of Deerfield Beach)

Community Park	Acreage (Acres)
Pioneer Park	24.95
Oveta McKeithen / Westside Park	22.40
Pineview Park	6.66
Trailhead Linear Park	10.01
Teen Center & Basketball Court	0.85
Sullivan Park	2.68
Branhilda Richardson-Knowles Park	3.31
Total Municipal Community Park Acreage	70.86 ac

Source: City of Deerfield Beach Recreation and Open Space Element, Facilities Inventory.

TABLE 12: RECREATION ACREAGE LOS SUMMARY

Item	Value
Adopted Community Parks LOS (2020 Comp Plan)	3.0 acres / 1,000 residents
Current Citywide LOS (2025)	3.89 acres / 1,000 residents
Projected Citywide LOS (2050)	3.56 acres / 1,000 residents
Net New Demand from Proposed Project	+0.81 acres

Total Impact (at 2050 Build-Out)	290.65 Acres
Projected Park Supply (2050)	344.86 Acres
LOS Compliance Status	LOS Maintained

RESPONSE: Based on the adopted level of service standard of 3.0 acres of community parks per 1,000 residents, the proposed residential component of 150 dwelling units generates a demand for approximately 0.81 acres of community park land.

The proposed amendment therefore results in a net increase in community park demand of 0.81 acres. As shown in Tables 11 and 12, the City maintains sufficient park acreage to accommodate this increase while continuing to satisfy the adopted level of service standard.

At the projected 2050 build-out condition, the City is anticipated to maintain approximately 344.86 acres of community park supply compared to a projected demand of approximately 290.65 acres, resulting in continued compliance with the adopted recreation level of service standard.

4. Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.

RESPONSE: Based on the City’s projected build-out population, the Recreation and Open Space Element identify the following future community parks acreage needs:

Build-Out (2050) Community Parks Demand

Planning Horizon	Projected Population	LOS Standard	Projected Community Park Acreage Need
2050 (Build-Out)	96,884 residents	3.00 ac / 1,000 residents	290.65 acres

Source: City of Deerfield Beach Recreation and Open Space Element, Table 8.3 – Recreation Acreage and Level of Service.

The Recreation and Open Space Element further identifies that, at build-out:

- Projected Park supply (2050): 344.86 acres
- Projected LOS (2050): 3.56 acres per 1,000 population

Because the projected supply of 344.86 acres exceeds the projected demand of 290.65 acres, the city concludes that it will continue to maintain compliance with the adopted community parks LOS through build-out

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.

Policy 2.5.4 – Provision of Open Space

Broward County Land Use Plan Policy 2.5.4 encourages the provision of usable open space as an integral component of development, particularly within urbanized and mixed-use areas, to enhance livability, reduce environmental impacts, and support community-scale recreation needs. The policy recognizes that open space may be provided through a combination of on-site design features, public park systems, and coordinated municipal facilities, rather than requiring all open space to be located solely within individual development sites.

The Deerfield City Center project addresses Policy 2.5.4 through a comprehensive, urban redevelopment approach that incorporates on-site open space and pedestrian-oriented design while relying on the City of Deerfield Beach's established and documented system of community parks to satisfy broader recreational needs. The project site is located within a fully urbanized area with access to multiple existing community parks, regional parks, and publicly accessible open space, and the City's Recreation and Open Space Element demonstrates that the adopted level of service for community parks is currently exceeded and will continue to be met through build-out. As such, open space needs associated with the project are addressed through both site-level design and citywide park infrastructure, consistent with Policy 2.5.4.

In addition, consistent with Policy 2.5.4, the proposed project will support enhancements to the existing community park located directly southeast of the project site. As part of the public-private partnership structure, the project anticipates coordination with the City of Deerfield Beach to implement improvements such as enhanced pedestrian connectivity, landscaping, and/or other park enhancements. These improvements will enhance park functionality, improve accessibility, and support the additional residential population introduced by the project.

Policy 2.5.5 – Methods for Meeting Open Space Requirements (a–e)

Policy 2.5.5 identifies several acceptable methods by which local governments and applicants may address open space and community park needs. The Deerfield City Center Project satisfies this policy through the following applicable mechanisms:

a. Provision of public parks and open space by the local government
The City of Deerfield Beach maintains an up-to-date inventory of municipal community parks totaling approximately 70.86 acres, as documented in the Recreation and Open Space Element. The City's current and projected community parks level of service exceeds

the adopted standard of 3 acres per 1,000 residents, ensuring that additional population generated by the project can be accommodated without deficiency.

b. Use of existing public park facilities to serve new development

The project is located within an area served by existing community and regional parks, and the City's comprehensive plan confirms that these facilities are sufficient to meet current and future demand. The project's net increase in community park acreage demand is modest relative to the City's existing supply and is fully absorbed within the City's LOS surplus.

c. Coordination and joint use of recreational facilities

The City's Recreation and Open Space Element identifies the use of joint facilities, including school sites and county-owned parks, as a component of the overall parks system. These facilities contribute to meeting community park needs and further support compliance with Policy 2.5.5 through coordinated service delivery.

d. On-site open space and pedestrian amenities

While the project site is developed at an urban intensity consistent with its location and P3 objectives, the site plan is anticipated to incorporate on-site open areas, pedestrian circulation, and active ground-floor spaces that function as usable open space and gathering areas, supplementing the City's broader parks network.

e. Alternative compliance mechanisms, including fees or contributions

The City's Land Development Regulations and Capital Improvement Program provide mechanisms for park impact mitigation, including fees or contributions assessed at the time of development approval, where applicable. These mechanisms ensure that development contributes proportionally to the maintenance and enhancement of the City's parks system in accordance with adopted policies.

F. Traffic Circulation Analysis

Please be advised, if required, that the Planning Council staff will request from the Broward Metropolitan Planning Organization (MPO), as per Policy 2.14.6 of the BCLUP, an analysis of the impacts of the amendment to the regional transportation network. The MPO will charge a separate cost-recovery fee directly to applicants for technical assistance requested by the Planning Council for the preparation and review of the land use plan amendment transportation analysis. Please contact the MPO for additional information regarding this fee.

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

The project site is located at the southwest corner of SW 10 Street and Natura Boulevard/NE 3 Avenue/FAU Research Park Boulevard, in the City of Deerfield Beach,

Florida. The site is currently vacant land. The City and County current future land use can accommodate a maximum development potential of 111 units of Multifamily Housing. The City and County proposed future land uses are proposed to include 150 units of multifamily housing, 120-room hotel and 144,000 square feet of commercial.

Based on the significance analysis provided in section 3, the significant roadway segments to be analyzed include SW 10 Street from I-95 to U.S. 1 and Natura Boulevard from NE 48 Street to Hillsboro Boulevard. Year 2020 traffic volumes were obtained from the Broward Metropolitan Planning Organization's (MPO) *Roadway Level of Service Analysis for Years 2020 and 2045*. Results of the 2020 daily and PM peak hour analyses indicate that all roadway segments currently operate at an acceptable LOS during daily and PM peak hour conditions.

Existing (2020) PM Peak Hour Link Capacity Analysis

ROADWAY	SEGMENT		LANES	LOS "D" TWO-WAY THRESHOLD ⁽¹⁾	2020 TRAFFIC CONDITIONS	
	FROM	TO			2020 VOLUMES ⁽¹⁾	LOS
East/West Roadways						
SW 10 St	I-95	Natura Blvd/NE 3 Ave	6	5,121	3,040	C
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	5,121	3,040	C
	SW 6 Ave	SW 3 Ave	6	5,121	3,040	C
	SW 3 Ave	Dixie Hwy	6	5,121	3,040	C
	Dixie Hwy	U.S. 1	4	2,920	1,473	D
North/South Roadways						
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	2	1,197	893	D
	SW 15 St	Site	2	1,197	893	D
	Site	SW 10 St	2	1,197	893	D
	SW 10 St	Hillsboro Blvd	4	2,628	893	C

(1) 2020 volumes and adopted LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 and 2045 tables.

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long-range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.

Link capacity analysis was performed for the roadway segments impacted by the proposed amendment for long-range planning horizon. The analysis was performed with and without the addition of traffic from the proposed amendment. The trip generation for the proposed amendment, trip distribution to the surrounding roadway network, and significance analysis, are provided in section 3.

Link Capacity Analysis – Long-Range (Year 2045)

Link capacity analysis was performed for the long-range (2045) planning horizon. Year 2045 volumes were obtained from the Broward MPO *Roadway Level of Service Analysis*

for Years 2020 and 2045. Results of the analyses indicate that most roadway segments are expected to operate at an acceptable LOS during daily and PM peak hour conditions without the proposed amendment except for Natura Boulevard/NE 3 Avenue between NE 48 Street and SW 15 Street during PM peak hour conditions. Most roadway segments are expected to operate at an acceptable LOS during daily and PM peak hour conditions with the proposed amendment, except for Natura Boulevard/NE 3 Avenue between NE 48 Street and SW 15 Street, and between the project site and SW 10 Street; however, the projected 2045 traffic volumes from the MPO do not appear to be realistic. The volumes are significantly higher than 2020 conditions and the development along, and in the vicinity of, the roadway is mostly built out except for the parcel subject to this amendment. The roadway segments are expected to operate at an acceptable level of service if a more realistic areawide growth rate were to be applied to existing conditions and with the addition of project traffic from the proposed amendment.

Long-Range (2045) Daily Link Capacity Analysis

ROADWAY	SEGMENT		NO. OF LANES	LOS "D" THRESHOLD	2045 TRAFFIC CONDITIONS WITHOUT PROJECT		2045 TRAFFIC CONDITIONS WITH PROJECT			
					VOLUME ⁽¹⁾	LOS	PROJECT TRIPS	TOTAL VOLUME	VOLUME TO CAPACITY RATIO (V/C)	LOS
East/West Roadways										
SW 10 St	I-95	Natura Blvd/NE 3 Ave	6	56,905	44,800	C	4,116	48,916	0.86	C
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	56,905	44,800	C	3,602	48,402	0.85	C
	SW 6 Ave	SW 3 Ave	6	56,905	44,800	C	3,087	47,887	0.84	C
	SW 3 Ave	Dixie Hwy	6	56,905	44,800	C	2,573	47,373	0.83	C
	Dixie Hwy	U.S. 1	4	32,400	25,700	D	1,544	27,244	0.84	D
North/South Roadways										
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	4	29,160	27,800	D	1,544	29,344	1.01	E
	SW 15 St	Site	4	29,160	24,600	D	1,544	26,144	0.90	D
	Site	SW 10 St	4	29,160	24,600	D	8,747	33,347	1.14	F
	SW 10 St	Hillsboro Blvd	4	29,160	14,000	D	1,029	15,029	0.52	D

(1) 2045 volumes and adopted LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 & 2045 tables.

Long-Range (2045) PM Peak Hour Link Capacity Analysis

ROADWAY	SEGMENT		NO. OF LANES	LOS "D" THRESHOLD	2045 TRAFFIC CONDITIONS WITHOUT PROJECT		2045 TRAFFIC CONDITIONS WITH PROJECT			
					VOLUME ⁽¹⁾	LOS	PROJECT TRIPS	TOTAL VOLUME	VOLUME TO CAPACITY RATIO (V/C)	LOS
	FROM	TO								
East/West Roadways										
SW 10 St	I-95	Natura Blvd/NE 3 Ave	6	5,121	4,256	C	366	4,622	0.90	C
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	5,121	4,256	C	321	4,577	0.89	C
	SW 6 Ave	SW 3 Ave	6	5,121	4,256	C	275	4,531	0.88	C
	SW 3 Ave	Dixie Hwy	6	5,121	4,256	C	229	4,485	0.88	C
	Dixie Hwy	U.S. 1	4	2,920	2,442	D	137	2,579	0.88	D
North/South Roadways										
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	4	2,628	2,641	E	137	2,778	1.06	F
	SW 15 St	Site	4	2,628	2,337	D	137	2,474	0.94	D
	Site	SW 10 St	4	2,628	2,337	D	779	3,116	1.19	F
	SW 10 St	Hillsboro Blvd	4	2,628	1,330	D	92	1,422	0.54	D

(1) 2045 volumes and adopted LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 & 2045 tables.

3. Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant may provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.

Trip Generation Analysis

A trip generation analysis was performed for the maximum allowable development under the current County land use designation and the proposed County land use designation. Appropriate rates and/or equations (whichever yields the highest trips) were utilized from the Institute of Transportation Engineers' (ITE), *Trip Generation Manual*, 12th Edition. Results of the analysis indicate that the proposed amendment is expected to result in an increase of 10,290 daily trips and 916 PM peak hour trips.

Daily Trip Generation Analysis

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
EXISTING FUTURE LAND USE								
Multifamily Housing (Mid-Rise)	221	111 Units	T= 4.46 (X)	50%	50%	248	247	495
SUBTOTAL						248	247	495
PROPOSED FUTURE LAND USE								
Multifamily Housing (Mid-Rise)	221	150 Units	T= 4.46 (X)	50%	50%	335	334	669
Hotel	310	120 Rooms	T= 5.84 (X)	50%	50%	351	350	701
Shopping Plaza (Without Supermarket)	821	144,000 SF	T= 65.38 (X)	50%	50%	4,707	4,708	9,415
SUBTOTAL						5,393	5,392	10,785
TOTAL						5,145	5,145	10,290

(1) ITE Trip Generation Manual, 12th Edition.

PM Peak Hour Trip Generation Analysis

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
EXISTING FUTURE LAND USE								
Multifamily Housing (Mid-Rise)	221	111 Units	$\text{Ln(T)} = 0.85 \text{ Ln(X)} - 0.09$	63%	37%	32	18	50
SUBTOTAL						32	18	50
PROPOSED FUTURE LAND USE								
Multifamily Housing (Mid-Rise)	221	150 Units	$\text{Ln(T)} = 0.85 \text{ Ln(X)} - 0.09$	63%	37%	41	24	65
Hotel	310	120 Rooms	$T = 0.47 (X)$	51%	49%	29	27	56
Shopping Plaza (Without Supermarket)	821	144,000 SF	$T = 5.87 (X)$	53%	47%	448	397	845
SUBTOTAL						518	448	966
TOTAL						486	430	916

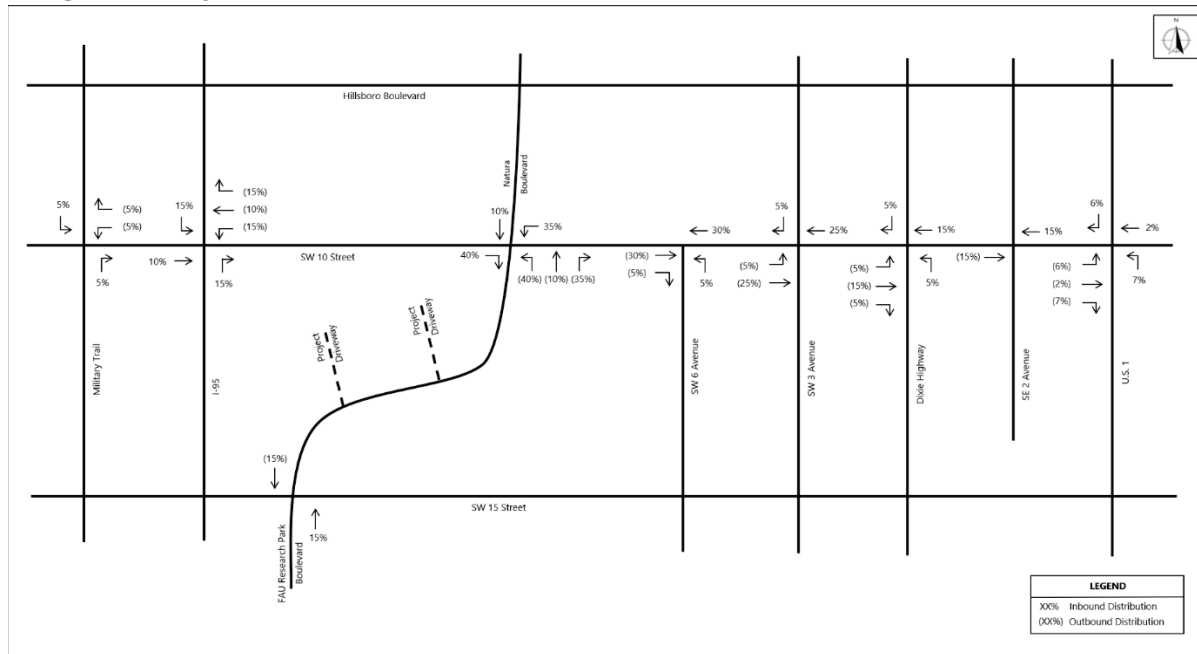
(1) ITE Trip Generation Manual, 12th Edition.

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Project Distribution

The project distribution was based on a review of land uses, roadway characteristics and travel patterns surrounding the project site, as well as the location and type of access connections to the site. The project distribution is shown in Figure 1.

Figure 1 Project Distribution



Roadway Significance Analysis

Significance was determined for all major roadways surrounding the project site. Based on the Broward County criteria, the project will be considered significant on a roadway link where the project traffic is expected to be three (3) percent or more of the LOS D link capacity threshold. Results of the analyses indicate that the project is expected to be significant on the following roadway segments during daily and PM peak hour conditions: SW 10 Street from I-95 to U.S. 1 and Natura Boulevard/NE 3 Avenue from NE 48 Street to Hillsboro Boulevard.

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Daily Significance Analysis

ROADWAY	SEGMENT		NO. OF LANES	LOS "D" THRESHOLD ⁽¹⁾	PROJECT DIST.		TOTAL PROJECT TRIPS	PROJECT SIGNIFICANCE	PROJECT TRAFFIC SIG. > 3%
	FROM	TO			IN	OUT			
East/West Roadways									
SW 10 St	Military Trail	I-95	6	59,900	10%	10%	1,029	1.72%	No
	I-95	Natura Blvd/NE 3 Ave	6	56,905	40%	40%	4,116	7.23%	Yes
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	56,905	35%	35%	3,602	6.33%	Yes
	SW 6 Ave	SW 3 Ave	6	56,905	30%	30%	3,087	5.42%	Yes
	SW 3 Ave	Dixie Hwy	6	56,905	25%	25%	2,573	4.52%	Yes
	Dixie Hwy	U.S. 1	4	32,400	15%	15%	1,544	4.77%	Yes
	U.S. 1	SE 12 Ave	2	13,320	2%	2%	206	1.55%	No
North/South Roadways									
Military Trail	SW 15 St	SW 10 St	4	37,810	5%	5%	515	1.36%	No
	SW 10 St	Hillsboro Blvd	4	37,810	5%	5%	515	1.36%	No
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	4	29,160	15%	15%	1,544	5.29%	Yes
	SW 15 St	Site	4	29,160	15%	15%	1,544	5.29%	Yes
	Site	SW 10 St	4	29,160	85%	85%	8,747	30.00%	Yes
	SW 10 St	Hillsboro Blvd	4	29,160	10%	10%	1,029	3.53%	Yes
SW 3 Ave	SW 10 St	Hillsboro Blvd	4	29,160	5%	5%	515	1.77%	No
Dixie Hwy	NE 48 St	SW 10 St	4	39,800	5%	5%	515	1.29%	No
	SW 10 St	Hillsboro Blvd	4	39,800	5%	5%	515	1.29%	No
SE 2 Ave	SW 10 St	Hillsboro Blvd	2	13,320	0%	0%	0	0.00%	No
U.S. 1	Sample Rd	SW 10 St	6	59,900	7%	7%	720	1.20%	No
	SW 10 St	Hillsboro Blvd	6	59,900	6%	6%	617	1.03%	No

(1) LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 & 2045 tables, 2045 capacity.

PM Peak Hour Significance Analysis

ROADWAY	SEGMENT		NO. OF LANES	LOS "D" THRESHOLD ⁽¹⁾	PROJECT DIST.		TOTAL PROJECT TRIPS	PROJECT SIGNIFICANCE	PROJECT TRAFFIC SIG. > 3%
	FROM	TO			IN	OUT	916		
East/West Roadways									
SW 10 St	Military Trail	I-95	6	5,390	10%	10%	92	1.71%	No
	I-95	Natura Blvd/NE 3 Ave	6	5,121	40%	40%	366	7.15%	Yes
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	5,121	35%	35%	321	6.27%	Yes
	SW 6 Ave	SW 3 Ave	6	5,121	30%	30%	275	5.37%	Yes
	SW 3 Ave	Dixie Hwy	6	5,121	25%	25%	229	4.47%	Yes
	Dixie Hwy	U.S. 1	4	2,920	15%	15%	137	4.69%	Yes
	U.S. 1	SE 12 Ave	2	1,197	2%	2%	18	1.50%	No
North/South Roadways									
Military Trail	SW 15 St	SW 10 St	4	3,401	5%	5%	46	1.35%	No
	SW 10 St	Hillsboro Blvd	4	3,401	5%	5%	46	1.35%	No
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	4	2,628	15%	15%	137	5.21%	Yes
	SW 15 St	Site	4	2,628	15%	15%	137	5.21%	Yes
	Site	SW 10 St	4	2,628	85%	85%	779	29.64%	Yes
	SW 10 St	Hillsboro Blvd	4	2,628	10%	10%	92	3.50%	Yes
SW 3 Ave	SW 10 St	Hillsboro Blvd	4	2,628	5%	5%	46	1.75%	No
Dixie Hwy	NE 48 St	SW 10 St	4	3,580	5%	5%	46	1.28%	No
	SW 10 St	Hillsboro Blvd	4	3,580	5%	5%	46	1.28%	No
SE 2 Ave	SW 10 St	Hillsboro Blvd	2	1,197	0%	0%	0	0.00%	No
U.S. 1	Sample Rd	SW 10 St	6	5,390	7%	7%	64	1.19%	No
	SW 10 St	Hillsboro Blvd	6	5,390	6%	6%	55	1.02%	No

(1) LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 & 2045 tables, 2045 capacity.

4. Provide any relevant transportation studies relating to this amendment, as applicable.

RESPONSE: Please see the Traffic Impact Study (Exhibit 'G') by Bowman Engineering for more information.

G. Mass Transit

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one- quarter of a mile.

RESPONSE: The amendment area is served by Broward County Transit fixed-route bus service within one-quarter mile, including east–west routes operating along SW 10th Street. Regional rail service is available elsewhere in the City of Deerfield Beach via Tri-Rail.

The amendment area is currently served within a one-quarter mile walking distance by the Deerfield Beach Community Shuttle system, specifically Deerfield Beach Express I (BCT Route 728) and Deerfield Beach Express II (BCT Route 729).

Public transit within the city is provided by Broward County Transit through fixed-route bus service operating along major roadway corridors.

The amendment area is located south of SW 10th Street between the I-95 ramp and SW 11th Way in the City of Deerfield Beach. Existing transit service within walking distance of the site consists of the following:

Mass Transit Route	Route Number	Days of Service	Service Span	Typical Headway
Deerfield Beach Express I	BCT 728	Weekdays & Saturdays	8:00 a.m. - 4:00 p.m.	60 Minutes
Deerfield Beach Express II	BCT 729	Weekdays & Saturdays	8:00 a.m. - 4:00 p.m.	60 Minutes

2. Describe how the proposed amendment furthers or supports mass transit use.

RESPONSE: The proposed amendment supports mass transit use by locating development within one-quarter mile of existing Broward County Transit routes, providing convenient access to fixed-route bus service along major east–west and north–south corridors. The amendment reinforces development patterns that are compatible with transit service, promotes multimodal transportation, encourages pedestrian connectivity to nearby transit facilities, reduces reliance on single-occupant vehicle trips, and is consistent with City and County planning objectives.

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See attached Exhibit 'S' for correspondence.

Name: Jason McKoy
Title: Staff Engineer
Agency: Broward County Transit Division
Phone: 954-357-8856
Email: Jmmckoy@broward.org
Address: 1 North University Drive, Suite 3100A
Plantation, Florida 33324

H. PUBLIC EDUCATION ANALYSIS

Please be advised that the Planning Council staff will request from The School Board of Broward County (SBBC), as per Policy 2.15.2 of the BCLUP, an analysis of the impacts of the amendment on public education facilities. Per SBBC Policy 1161, the applicant will be subject to a fee for the analysis and review of the land use plan application. The applicant should contact the Growth Management Section of the SBBC to facilitate this review and determine the associated fees.

1. Public School Impact Application.

RESPONSE: A Preliminary School Capacity Availability Determination (SCAD) has been received for this project. Please refer to Exhibit 'H'.

2. The associated fee in the form of a check made payable to the SBBC.

RESPONSE: The required Fee has been satisfied via the Broward County School Board Online Platform and a Preliminary SCAD has been obtained (SBBC-4096-2025)

VI. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “*Cultural Resources / Local Areas of Particular Concern-Historic Sites*”, are located within the vicinity of the project site. Confirmation correspondence from the Florida Department of State Division of Historical Resources has been requested and will be provided upon receipt.

Refer to Exhibit ‘I’.

- B. Archaeological sites listed on the Florida Master Site File.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “*Archaeological Sites*”, no known archeological sites are located within with vicinity of the project site. Confirmation correspondence from the Florida Department of State Division of Historical Resources has been provided as Exhibit ‘J’

Refer to Exhibit ‘J’.

- C. Wetlands.

Response: The Phase II Environmental Site Assessment performed by AEI Consultants, dated April 25, 2023, describes the subject property as vacant, unimproved land consisting of mowed natural vegetation, with relatively flat topography at approximately 14 feet above mean sea level. No wetlands were identified, delineated, or observed as part of the investigation, and no wetland indicators are documented in the report. Should any jurisdictional wetlands be identified during future site-specific investigations, they will be addressed through the applicable permitting and development review processes.

Refer to Exhibit ‘K’.

- D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “*Cultural Resources / Local Areas of Particular Concern-Historic Sites*”, the project site does not appear to be within or near a local area of particular concern. No Local Areas of Particular Concern have been identified on or adjacent to the project site. Confirmation correspondence from the Florida Department of State, Division of Historical Resources, has been requested and will be provided upon receipt.

Refer to Exhibit ‘I’.

- E. Priority Planning Area map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

Response: The Phase II Environmental Site Assessment performed by AEI Consultants, dated April 25, 2023, documents the site elevation at approximately 14 feet above mean sea level, with groundwater encountered between approximately 9 and 14 feet below ground surface. The report does not identify the site as being within a coastal high-hazard area, tidal influence zone, or other sea-level-rise-specific planning area. Sea level rise considerations will be addressed during subsequent development review,

consistent with Broward County Land Use Plan Policy 2.21.1.

Refer to Exhibit ‘K’.

- F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “Environmentally Sensitive Lands”, the project site is located diagonally across from an area designated as ‘protected lands’ and labeled as ‘Tivoli Sand Pine Preserve’ as a City preserve under the Urban Wilderness Inventory designated urban wilderness. The Broward County Land Use Plan Map Series does not identify the project site as environmentally sensitive land or habitat for listed species. Any protected species encountered during future site development activities will be addressed in accordance with applicable federal, state, and local regulations.

Refer to Exhibit ‘L’.

- G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “Environmentally Sensitive Lands” and the information available for the project site, no plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services have been identified on the subject property. Any regulated plant species identified during future site-specific environmental assessments or development activities will be addressed in accordance with applicable state and local regulations.

- H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.

Response: Based on review of the Broward County Land Use Plan Natural Resource Map Series – Existing and Planned Waterwells and Zones of Influence (Eastern Broward County), the subject property is not located within a wellfield protection zone of influence.

Refer to Exhibit ‘M’.

- I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.

Response: The Phase II Environmental Site Assessment performed by AEI Consultants, dated April 25, 2023, indicates the subsurface conditions consist primarily of sands to a depth of at least 15 feet, with no evidence of impacted soils. Laboratory analysis of soil and groundwater samples did not identify contaminants

above applicable Florida Department of Environmental Protection cleanup target levels, and no further environmental investigation is recommended. Any future soil disturbance will be managed in accordance with applicable environmental regulations and applicable erosion, sedimentation, and stormwater control requirements during site development.

- J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

Response: The subject property does not front the Atlantic Ocean and does not affect public beach access. Accordingly, the proposed amendment will not impact public beach access or the public's ability to access coastal resources.

VII. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.

Response: The proposed project directly advances the intent of Broward County Land Use Plan Policy 2.16.2, as well as related affordable housing policies contained within Policies 2.16.3, and 2.16.4, which require land use plan amendments proposing additional residential units to address affordable housing needs.

Consistent with Article 5 of the Broward County Land Use Plan, the amendment supports the County's objective to expand the supply of affordable housing by providing 100 percent income-restricted dwelling units. The project will serve households within defined income thresholds, including workforce and low-income categories, consistent with Broward County definitions and applicable housing programs, thereby directly advancing the affordable housing objectives established by the Broward County Land Use Plan.

While residential development is not typically permitted within areas designated as Commercial under the Broward County Land Use Plan, the proposed project is structured to advance affordable housing objectives through applicable state and county regulatory provisions.

Specifically, the project is anticipated to utilize the allowances provided either under the Live Local Act (Section 125.01055, Florida Statutes) or applicable Broward County "Geller Amendment" (Broward as implemented through Policy 2.16.2, 2.16.3, and 2.16.4, which facilitate the development of affordable housing in non-residential land use categories.

The project is proposed on publicly owned property and is intended to increase the supply of affordable housing consistent with County and municipal housing objectives. By utilizing publicly controlled land through a public-private partnership, the project advances the

County's objective of creating additional affordable housing opportunities while promoting efficient use of existing urban land and infrastructure.

The project is being implemented through a public-private partnership, leveraging public land and resources to deliver long-term affordability in coordination with local and county housing goals, including expanding housing opportunities for income-qualified households and supporting the City's adopted housing objectives..

VIII. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

Response: The proposed amendment is consistent with the existing and planned future land uses in the surrounding area, which are characterized by a mix of residential, institutional, and community-serving uses within an urbanized, largely built-out context. The amendment supports infill and redevelopment objectives identified in the City of Deerfield Beach Comprehensive Plan by introducing residential use at a location served by existing public facilities, transportation infrastructure, and urban services. Adjacent and nearby properties within the City and surrounding County jurisdictions include residential neighborhoods, community facilities, commercial uses, public facilities, and other compatible non-residential uses, all of which are supported by the Future Land Use Element's intent to accommodate a functional mix of land uses while minimizing land use conflicts.

Land use compatibility will be ensured through compliance with the City of Deerfield Beach Land Development Code, including zoning district standards, height and setback regulations, buffering and landscaping requirements, parking and access management standards, and site plan review criteria. In addition, the City's development review process requires consistency with adopted concurrency standards, ensuring that transportation, utilities, and other public facilities are available to support the proposed use. These provisions, together with site-specific design review and coordination with Broward County concurrency and land use policies, will ensure that the proposed development integrates compatibly with surrounding land uses and planned future development patterns.

IX. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

Response: Based on the Broward County Land Use Plan Natural Resource Map Series – Hurricane Evacuation Zones, the project site is not located within a designated hurricane evacuation zone (Plan A or Plan B).

Refer to Exhibit ‘N’.

X. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

Response: The subject property is not located within the boundaries of the City of Deerfield Beach Community Redevelopment Agency (CRA) or within any identified Community Development Block Grant (CDBG) redevelopment area

Although the site is not located within a designated redevelopment area, the proposed amendment facilitates redevelopment, infill development, and reinvestment by promoting the efficient use of an underutilized publicly owned property within the City’s urban service area. The amendment supports Comprehensive Plan objectives related to housing, redevelopment, economic investment, and the efficient use of existing public infrastructure and services. The project will transform an underutilized public property into a mixed-use development incorporating affordable housing, commercial uses, and public amenities, thereby encouraging private investment, expanding housing opportunities, strengthening the local tax base, and promoting sustainable redevelopment within an established urban area.

Accordingly, although the property is located outside the City’s formally designated redevelopment areas, the proposed amendment advances many of the same public policy objectives that underlie redevelopment programs, including urban infill, economic revitalization, efficient use of existing infrastructure, and community reinvestment.

XI. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments.

Response: The proposed amendment site is located entirely within the corporate limits of the City of Deerfield Beach and is not adjacent to another local government or unincorporated Broward County jurisdiction.

XII. PUBLIC OUTREACH

Describe how the applicant and/or local government notified and coordinated with adjacent property owners, master associations, homeowner associations, etc.

Response: The proposed amendment is consistent with the voter-approved Referendum authorizing the City's use of public land through a public-private partnership (P3) for affordable housing.

Prior to voter approval, the proposed redevelopment was presented through public meetings, City Commission hearings, and legally advertised ballot language, providing residents, adjacent property owners, and other interested stakeholders with notice of the proposed public-private redevelopment initiative and an opportunity to review and comment. The referendum was subsequently approved by the City's voters, demonstrating community support for the proposed redevelopment concept.

As this application proceeds through the City's review process, it will be subject to additional public notice and hearing requirements in accordance with applicable law. The applicant and the City will continue to coordinate with adjacent property owners, neighborhood organizations, homeowner associations, and other interested stakeholders through the required public hearing process.

XIII. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

Affordable Housing (BrowardNext Policy 2.16.2)

The proposed amendment is consistent with the Broward County Land Use Plan's highlighted regional issue of expanding the supply of affordable housing to address the countywide housing shortage.

BrowardNext Policy 2.16.2 provides that land use plan amendments proposing 100 or more residential dwelling units address affordable housing needs.

The City of Deerfield Beach Comprehensive Plan Housing Element incorporates Broward County's affordable housing policies and identifies public-private partnerships the use of publicly owned land and income-restricted housing programs as implementation mechanisms for expanding affordable housing opportunities

The proposed amendment advances Policy 2.16.2 by facilitating the development of 100 percent income-restricted dwelling units on publicly owned property through a public-private partnership (P3), thereby supporting the County's regional objective to expand the supply of affordable housing, promote the efficient use of existing urban land and infrastructure, and coordinate municipal actions with countywide affordable housing strategies.

By implementing a voter-approved public-private partnership on City-owned property, the proposed amendment advances both the City's adopted Housing Element policies and BrowardNext Policy 2.16.2, while helping address the regional need for affordable housing opportunities for income-eligible households.

Public Facilities and Services / Concurrency

The amendment is consistent with the Broward County Land Use Plan's regional policies requiring that future land uses be coordinated with the availability of adequate public facilities and services.

The Broward County Land Use Plan requires land use plan amendments to be supported by data and analysis demonstrating the availability of potable water, sanitary sewer, transportation, drainage, recreation, and other public facilities consistent with adopted level-of-service standards and concurrency requirements.

These requirements are reflected in the City's Utilities Element, which incorporates Broward County and state statutory coordination standards.

The data and analysis submitted in support of this amendment demonstrate that potable water, sanitary sewer, and other required public facilities are available at the adopted levels of service. The proposed development can be accommodated within the capacity of existing and planned public infrastructure without adversely affecting the City's ability to maintain its adopted level-of-service standards.

Accordingly, the proposed amendment is consistent with the Broward County Land Use Plan's concurrency and infrastructure planning framework while promoting the efficient use of existing public facilities and services within the City's urban service area.

Climate Resilience and Sea Level Rise

The Broward County Land Use Plan identifies climate change adaptation and sea level rise as highlighted regional planning issues, including the need to protect public infrastructure, identify facilities vulnerable to flooding and sea level rise, and promote resilient development patterns.

County policies addressing climate resilience, water conservation, and sustainable land use practices are implemented through local comprehensive plans, including utilities, infrastructure, and conservation elements, to improve long-term community resilience and reduce vulnerability to climate-related impacts.

The proposed amendment is consistent with these regional policies by facilitating redevelopment within an inland, urbanized area located outside designated coastal high-hazard and hurricane evacuation areas, thereby reducing exposure to sea level rise and coastal flooding hazards.

In addition, the proposed development will remain subject to applicable site plan, engineering, and permitting requirements governing stormwater management, water conservation, infrastructure resiliency, and other applicable development standards consistent with Broward County climate adaptation policies and the City's adopted resilience and infrastructure planning requirements.

Accordingly, the proposed amendment supports the County's regional objective of encouraging resilient development patterns while making efficient use of existing public infrastructure within the urban service area.

Transportation and Regional Mobility

The amendment is consistent with the Broward County Land Use Plan's highlighted regional transportation , policies which emphasizes managing growth through infill and redevelopment supported by the regional roadway and transit network.

The City of Deerfield Beach Transportation Element implements the County's concurrency management system and requires that development approvals be based on the adequacy of local and regional transportation facilities.

, The proposed amendment supports redevelopment within the existing urban service area where transportation infrastructure and transit services are already available.

The proposed development will remain subject to transportation concurrency review, traffic impact analysis, and site plan review in accordance with applicable City of Deerfield Beach and Broward County requirements

Accordingly, the proposed amendment promotes efficient land use patterns that support regional mobility objectives while minimizing the need for the extension of new transportation infrastructure.

Countywide Land Use Plan Consistency and Certification Standards

The amendment is consistent with the Broward County Land Use Plan's overarching regional policies governing plan amendments, which require that local land use changes advance the goals, objectives, and policies of the Broward County Land Use Plan; maintain consistency with permitted land use patterns and densities; and be supported by adequate data, analysis, and implementation measures addressing public facilities, compatibility, and demonstrated need

The proposed amendment complies with these requirements by advancing County affordable housing objectives, utilizing existing urban infrastructure, promoting infill redevelopment on publicly owned land, relying upon the City's adopted land development regulations, concurrency requirements, and development review procedures to ensure compatibility and consistency with Broward County certification standards.

The amendment is supported by the data and analysis accompanying this application, including evaluations of public facilities, transportation, environmental considerations, and land use compatibility.

Future development of the property will remain subject to the City's land development regulations, concurrency requirements, and site plan review process, thereby ensuring continued consistency with the Broward County Land Use Plan and the applicable certification standards.

XIV. ADDITIONAL SUPPORT DOCUMENTS

- A. Other support documents or summary of support documents on which the proposed amendment is based.

Response: To be provided.

- B. Any proposed voluntary mitigation or draft agreements. (Please note that an Ownership and Encumbrance Report will be required prior to the recordation of any Declaration of Restrictive Covenants that fulfill voluntary mitigation or commitments.)

Response: To be provided.

XVII. PLAN AMENDMENT COPIES

Provide 3 hard copies and 1 digital copy (4 copies total) of the amendment application.

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Location Map

Exhibit C – Context Map

Exhibit D – Future Land Use Map - City

Exhibit E – Future Land Use Map – County

Exhibit F – Deerfield Beach Parks Inventory

Exhibit G – Traffic Impact Analysis

Exhibit H – SCAD

Exhibit I – Historic Sites Map

Exhibit J – Archaeological Sites Map

Exhibit K – Phase II Environmental Site Assessment

Exhibit L – Environmentally Sensitive Lands Map

Exhibit M – Existing and Planned Waterwells and Zones of Influence Map

Exhibit N – Hurricane Evacuation Zones Map

Exhibit O – Concurrency Analysis – Potable Water

Exhibit P – Concurrency Analysis – Sanitary Sewer

Exhibit Q – Concurrency Analysis – Solid Waste

Exhibit R – Concurrency Analysis – Drainage

Exhibit S – Concurrency Analysis – Mass Transit

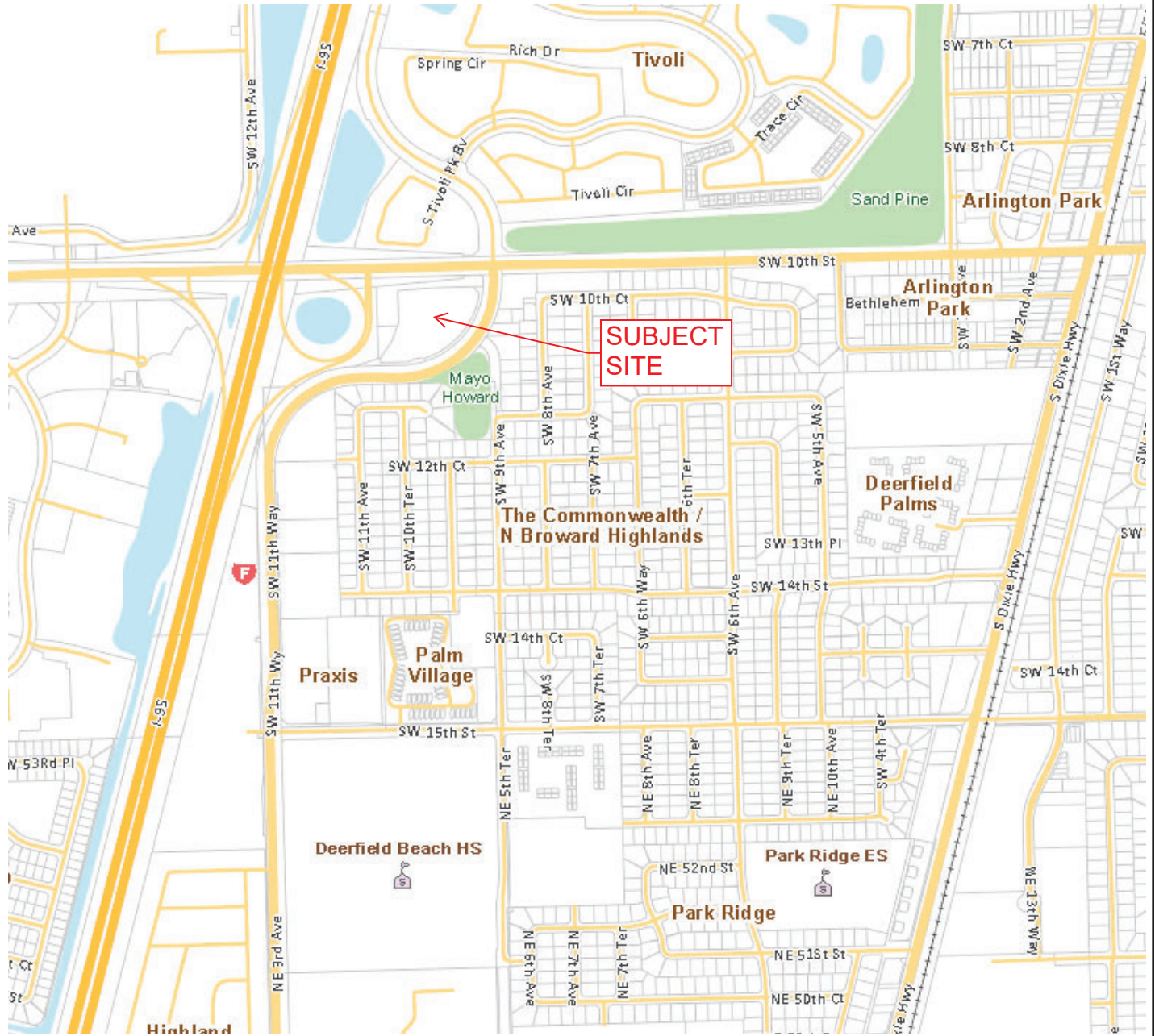
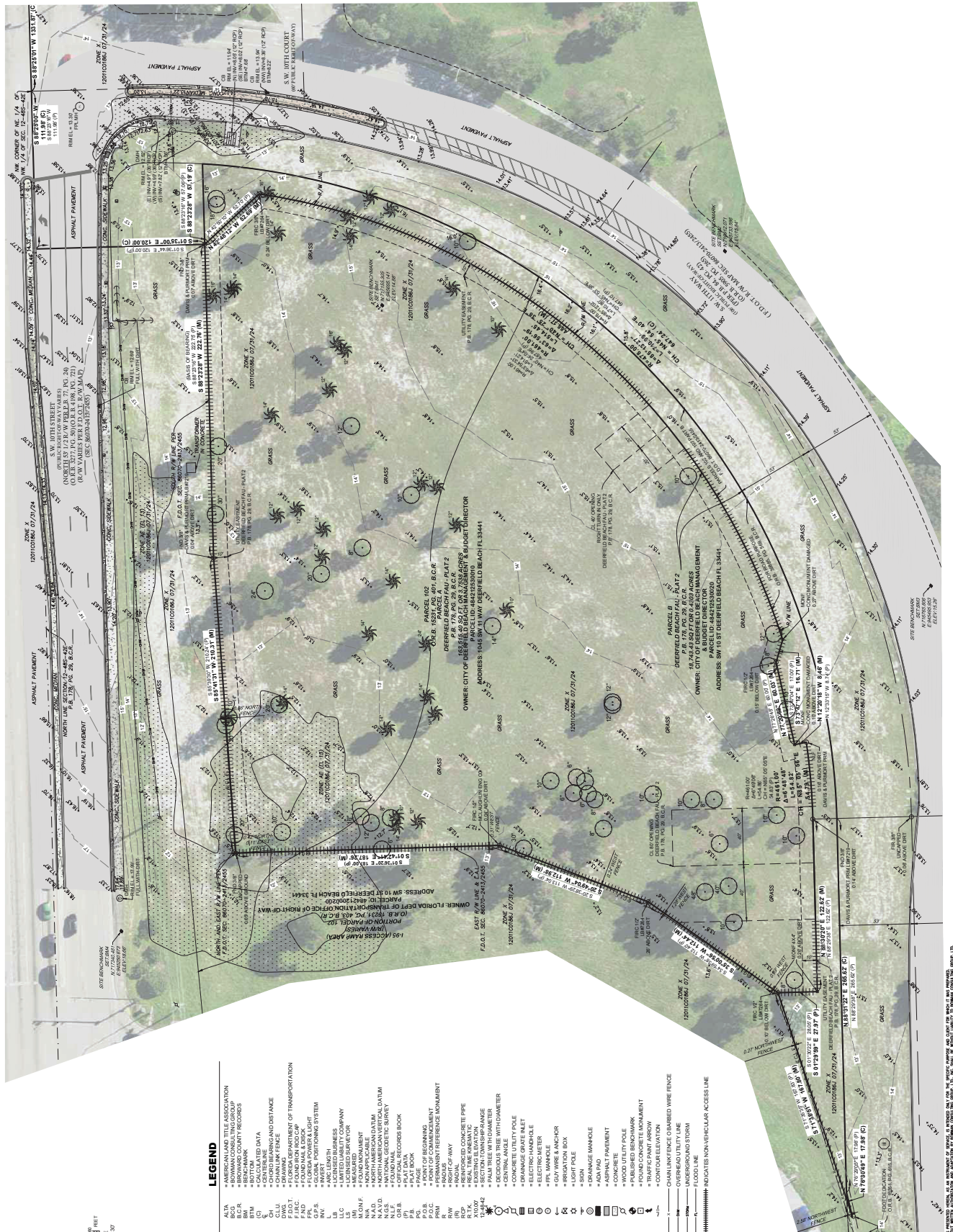


EXHIBIT 'A' - Location Map



LEGEND

1" = 30'

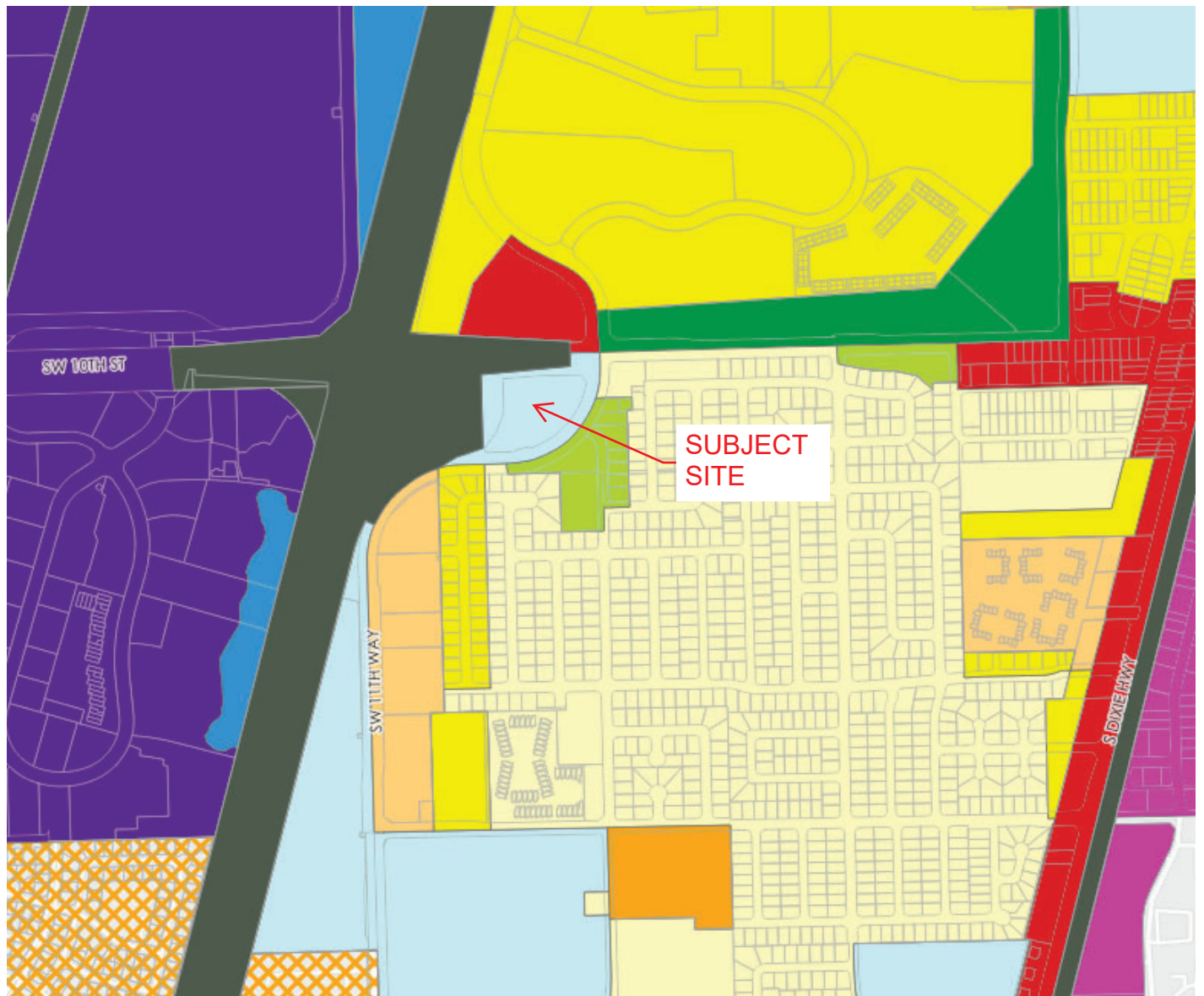
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August 10, 2026

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Future Land Use Categories

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|---|---|--|
| ■ Commercial | ■ Office Park | ■ Recreation Commercial |
| ■ Commercial 2 | ■ Residential Low (5 DU/AC) | ■ Recreation Open Space |
| ■ Community Facility | ■ Residential Moderate (10 DU/AC) | ■ Transportation |
| ■ Conservation | ■ Residential Medium (15 DU/AC) | ■ York Residential Transit Oriented Development |
| ■ Employment Center | ■ Residential Medium (16 DU/AC) | ■ Utility |
| ■ Historic Place | ■ Residential High (25 DU/AC) | ■ Water |
| ■ Industrial | ■ Mixed Use Residential High (25 DU/AC) | ■ Dashed Line Areas |
| ■ Local Activity Center | ■ Residential Irregular
(NUMBER IN CIRCLE = MAXIMUM DU/AC) | ■ (NUMBER IN CIRCLE = MAXIMUM DU/AC) |

EXHIBIT 'D'

Deerfield Beach Land Use Map



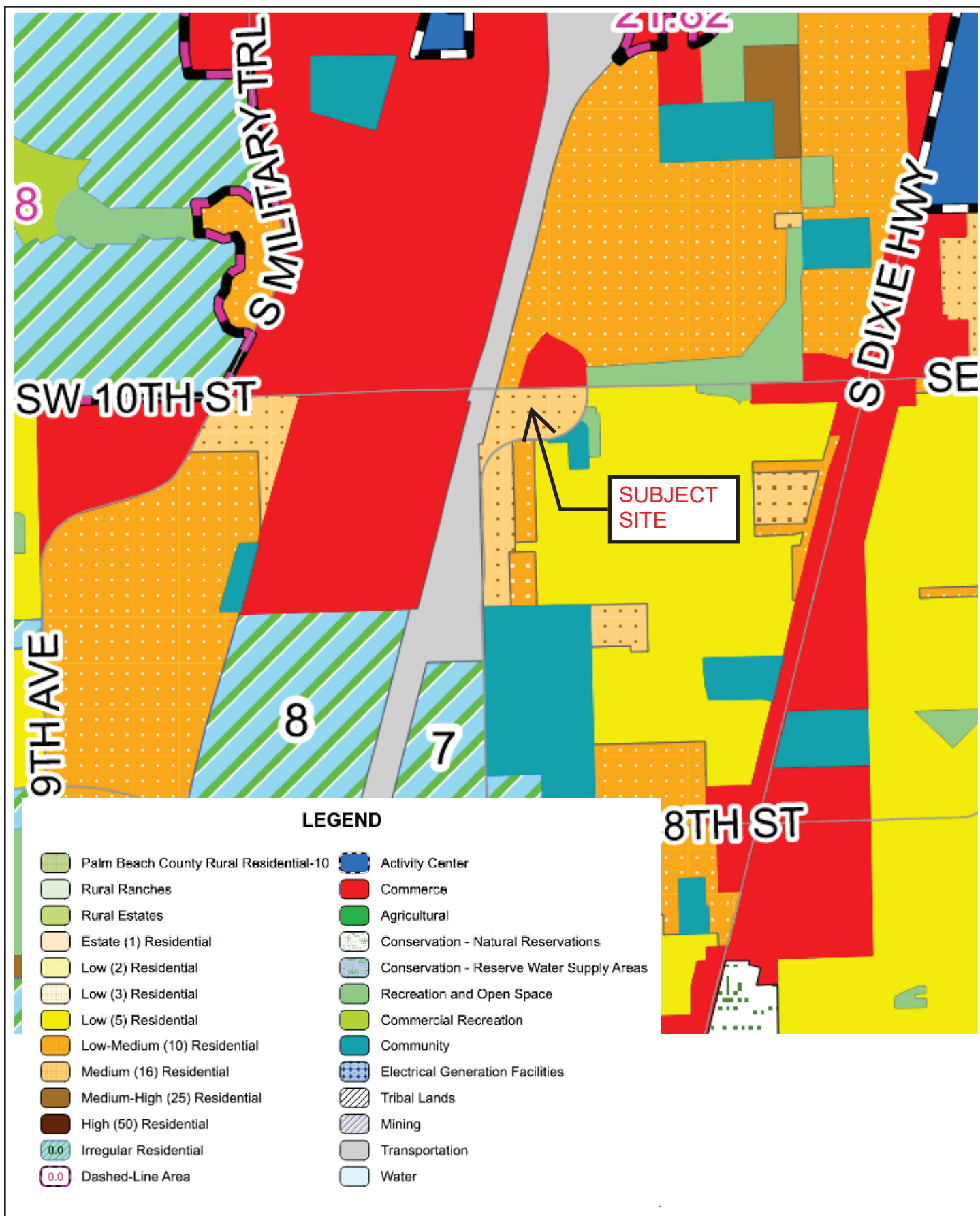


EXHIBIT 'E' **Broward County Land Use Map**

EXHIBIT 'F' - Deerfield Beach Parks Inventory

Amendment to Recreation and Open Space Element (Strike-through/underline)

(Section 8.22 FACILITIES INVENTORY (pp.11-14))

Table 8.1 Recreation and Open Space Inventory

From the City of Deerfield Beach Comprehensive Plan, Recreation and Open Space Element

City Parks	Acres	Allowable Acreage	Allowable Acreage 2045 <u>2050</u>	Notes
Mini Parks				
451 SE 19 Ave	1.18	1.18	1.18	
SE 19 Ave Median Park	0.91	0.91	0.91	
Cornerstone Park	0.5	0.5	0.5	
Ada Graham-Johnson Park	0.25	0.25	0.25	Zoned RS-5
Crystal Heights Mini Parks (4)	0.85	0.85	0.85	Zoned B-2
Trailhead Park	0.9	0.9	0.9	
Total	4.59	4.59	4.59	
Intracoastal Public Access				
NE 7 ST	0.14			Zoned RM-10
NE 5 ST	0.09			Zoned RM-10
NE 3 ST	0.08			Zoned RM-25
NE 2 ST	0.09			Zoned RM-25
SE 2 ST	0.07			Zoned RS-5
SE 4 ST	0.07			Zoned RS-5
SE 8 ST	0.11			Zoned RM-25
SE 10 ST	0.07			Zoned RM-25
Total	0.72	0	0	
Neighborhood Parks				
Johnny McKeithen Park	3.77	3.77	3.77	
Ecidar Park	3.25	3.25	3.25	
Constitution Park	8.47	8.47	8.47	
Villages of Hillsboro Park	10.72	10.72	10.72	
Deer Run East Park	1.51	1.51	1.51	
Mayo Howard Park	4.83	4.83	4.83	
Highlands Park	1.51	1.51	1.51	
North Crystal Heights Park	1.36	1.36	1.36	
South Crystal Heights Park	2.17	2.17	2.17	
Central Crystal Heights Park	1.51	1.51	1.51	

RECERTIFIED: 6/27/24

EFFECTIVE: 4/16/25

City Parks	Acres	Allowable Acreage	Allowable Acreage 2045 <u>2050</u>	Notes
Hillsboro Technology Park	3.46	3.46	3.46	
Total	42.56	42.56	42.56	
Community Parks				
Pioneer Park	24.95	24.95	24.95	Cemetery includes 14.2 ac required for Pioneer Grove LAC
Oveta McKeithen/ Westside Park	22.4	22.4	22.4	
Pineview	6.66	6.66	6.66	cemetery
Trailhead Linear Park	10.01	10.01	10.01	
Teen Center & Basketball Court	0.85	0.85	0.85	
Sullivan Park	2.68	2.68	2.68	
Branhilda Richardson-Knowles Park	3.31	3.31	3.31	
Total	70.86	70.86	70.86	
Undeveloped Parks				
Riverview Park	4.63	4.63	4.63	
Sand Pine Preserve	22.52	22.52	22.52	
438 NW 4 AVE	0.73	0.73	0.73	
555 SW 3 Ave.	1.19	1.19	1.19	-
Marty Popelsky Park	49.65	49.65	49.65	
Projected TOD Park Acreage Required	2.94		2.94	2045 projected acres: 2.94
Total	81.66 80.47	78.72 77.53	81.66 80.47	
School Sites				
Deerfield High School	37.22	15.34	15.34	
Deerfield Middle	30.71	14.93	14.93	
Zion Lutheran	12.98	7.21	7.21	
Quiet Waters Elementary	22.48	2.68	2.68	
Tedder Elementary	15.02	1.64	1.64	
Deerfield Beach Elementary	12.99	2.11	2.11	
Deerfield Park	9.96	2.35	2.35	
Park Ridge	10.16	2.1	2.1	
Total	151.52	48.36	48.36	
Beaches				
Public South Beach	11.69	11.69	11.69	

City Parks	Acres	Allowable Acreage	Allowable Acreage 2045 2050	Notes
Private Beach	7.7			
Total	19.39	11.69	11.69	
Golf Courses				
Deer Creek Country Club	148	22.2	22.2	15% of community park requirement
Total	148	22.2	22.2	
Other Private Recreational Acreage				
Riverglen Playground Park	1.5			Zoned PUD
Riverglen Green Space	9.02			Zoned PUD
Riverglen Recreation Facility	2.19			Zoned PUD
Waterways Recreation Facilities	6.19			Zoned PUD
Natura Park	0.82			
Deer Creek Hillsboro Canal Park	8.41	8.41	8.41	
Crystal Lake	153.19	18.82	25.72	TAZ 34 and 35 due to population increase: 25.72 ac
Century Village Green Space	86.52			Owned by Century Village Master Mgmt
Total	267.84	27.23	34.13	
County Open Space/Parks				
Deerfield Highlands Conservation Area	9.97			
Military Trail Park/Conservation	20.73			
Total	30.7	0	0	
Regional Parks				
Quiet Waters Park	466.33	10	10	
Deerfield Island Park	53.31	10	10	
Hillsboro Canal Property	40.2	10	10	owned by SFWMD
Total	559.84	30	30	
Total Park & Open Space Acres	1377.68 1376.49			
Total Park & Open Space Allowed Acres		336.21 335.02		

City Parks	Acres	Allowable Acreage	Allowable Acreage 2045 <u>2050</u>	Notes
Total Park & Open Space Allowed Acres 2045 <u>2050</u> Projected			346.05 <u>344.86</u>	-
* Allowable acreage limited to 3 acres/1000 residents in the vicinity (TAZ 34 & 35)				

Level of Service Calculation			
Year	Population ¹	Demand (3/ac/1000)	Supply
2025	85,966	257.87	336.21 <u>335.02</u>
2045 <u>2050</u>	93,188 <u>96,884</u>	279.56 <u>290.65</u>	346.05 <u>344.86</u>

Section 8.3 ANALYSIS (p.19)

Table 8.3 Recreation Acreage and Level of Service

Level of Service Calculation				
Year	Population ¹	Demand (3 ac/1,000)	Supply	Acres per Thousand LOS
2025	85,966	257.90	336.21 <u>335.02</u>	3.91 <u>3.89</u>
2045 <u>2050</u>	93,188 <u>96,884</u>	279.56 <u>290.65</u>	346.05 <u>344.86</u>	3.71 <u>3.56</u>
¹ Source: Broward County Planning and Development Division 2017 PFAM Report				

Amendment to Recreation and Open Space Element (clean copy)

(Section 8.22 FACILITIES INVENTORY (pp.11-14))

Table 8.1 Recreation and Open Space Inventory

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Teen Center & Basketball Court	0.85	0.85	0.85	
Sullivan Park	2.68	2.68	2.68	
Branhilda Richardson-Knowles Park	3.31	3.31	3.31	
Total	70.86	70.86	70.86	
Undeveloped Parks				
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Sand Pine Preserve	22.52	22.52	22.52	
438 NW 4 AVE	0.73	0.73	0.73	
Marty Popelsky Park	49.65	49.65	49.65	
Projected TOD Park Acreage Required	2.94		2.94	2045 projected acres: 2.94
Total	80.47	77.53	80.47	
School Sites				
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Deerfield Middle	30.71	14.93	14.93	
Zion Lutheran	12.98	7.21	7.21	
Quiet Waters Elementary	22.48	2.68	2.68	
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Park Ridge	10.16	2.1	2.1	
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Beaches				
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Private Beach	7.7			

City Parks	Acres	Allowable Acreage	Allowable Acreage 2050	Notes
Total	19.39	11.69	11.69	
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Total Park & Open Space Acres	1376.49			
Total Park & Open Space Allowed Acres		335.02		
Total Park & Open Space Allowed Acres 2050 Projected			344.86	-

City Parks	Acres	Allowable Acreage	Allowable Acreage 2050	Notes
<i>* Allowable acreage limited to 3 acres/1000 residents in the vicinity (TAZ 34 & 35)</i>				

Level of Service Calculation			
Year	Population ¹	Demand (3/ac/1000)	Supply
2025	85,966	257.87	335.02
2050	96,884	290.65	344.86

Section 8.3 ANALYSIS (p.19)

Table 8.3 Recreation Acreage and Level of Service

Level of Service Calculation				
Year	Population ¹	Demand (3 ac/1,000)	Supply	Acres per Thousand LOS
2025	85,966	257.90	335.02	3.89
2050	96,884	290.65	344.86	3.56

August 11, 2025

Joel Kaplan
MBA Development Group
55 NE 5th Avenue, Suite 501
Boca Raton, FL 33432

RE: Deerfield Beach Mixed Use Traffic Analysis
Bowman Project No. 314360-01-001

Bowman Consulting Group, Ltd. (Bowman) has completed a traffic analysis associated with the proposed Deerfield Beach Mixed Use, located at the southwest corner of SW 10 Street and FAU Research Park Boulevard, in the City of Deerfield Beach, Florida. The site is currently vacant land. The proposed mixed-use development, with a projected buildout of 2028, will include a mix of office, coffee shop, restaurant, residential, hotel land uses. The site plan is attached in **Appendix A. Figure 1** graphically depicts the site location.

Figure 1 Site Location



Project Trip Generation

Using trip generation information obtained from the Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 11th Edition, trip generation estimates were developed for the proposed land uses. The trip generation summary for daily, AM peak hour, and PM peak hour conditions are summarized in **Table 1**. The analysis indicates that the proposed development is anticipated to result in 3,459 daily trips, 367 AM peak hour trips, and 376 PM peak hour trips. The trip generation analysis is attached in **Appendix B**. Excerpts from ITE are attached in **Appendix C**.

Table 1 Trip Generation Summary

	NEW TRIPS		
	IN	OUT	TOTAL
DAILY	1,729	1,732	3,459
AM PEAK	250	117	367
PM PEAK	134	242	376

Project Trip Distribution

The project trip distribution for the proposed development was based on a review of existing traffic volumes, roadway characteristics for the surrounding roadway network, and nearby land uses. Annual Average Daily Traffic (AADT) volumes obtained from the Florida Department of Transportation (FDOT) count stations include the following:

- Station #86-9125, Natura Boulevard S of Hillsboro Boulevard: 9,200 AADT
- Station #86-7017, NE 3 Avenue, N of NE 48 Street: 12,900 AADT
- Station #86-7196, SW 10 Street, W of Dixie Highway: 31,000 AADT
- Station #86-3015, SW 10 Street W of SR-9/I-95: 51,500 AADT

The historical volume data is included in **Appendix D**. Based on the volumes, the following distribution is proposed:

- To/from the north on SW Natura Boulevard: 10 percent
- To/from the south on FAU Research Park Boulevard: 10 percent
- To/from the east on SW 10 Street: 30 percent
- To/from the west on SW 10 Street: 50 percent

The project distribution is graphically shown on **Figure 2** and the driveway volumes are graphically shown on **Figure 3**.

Figure 2 Project Distribution

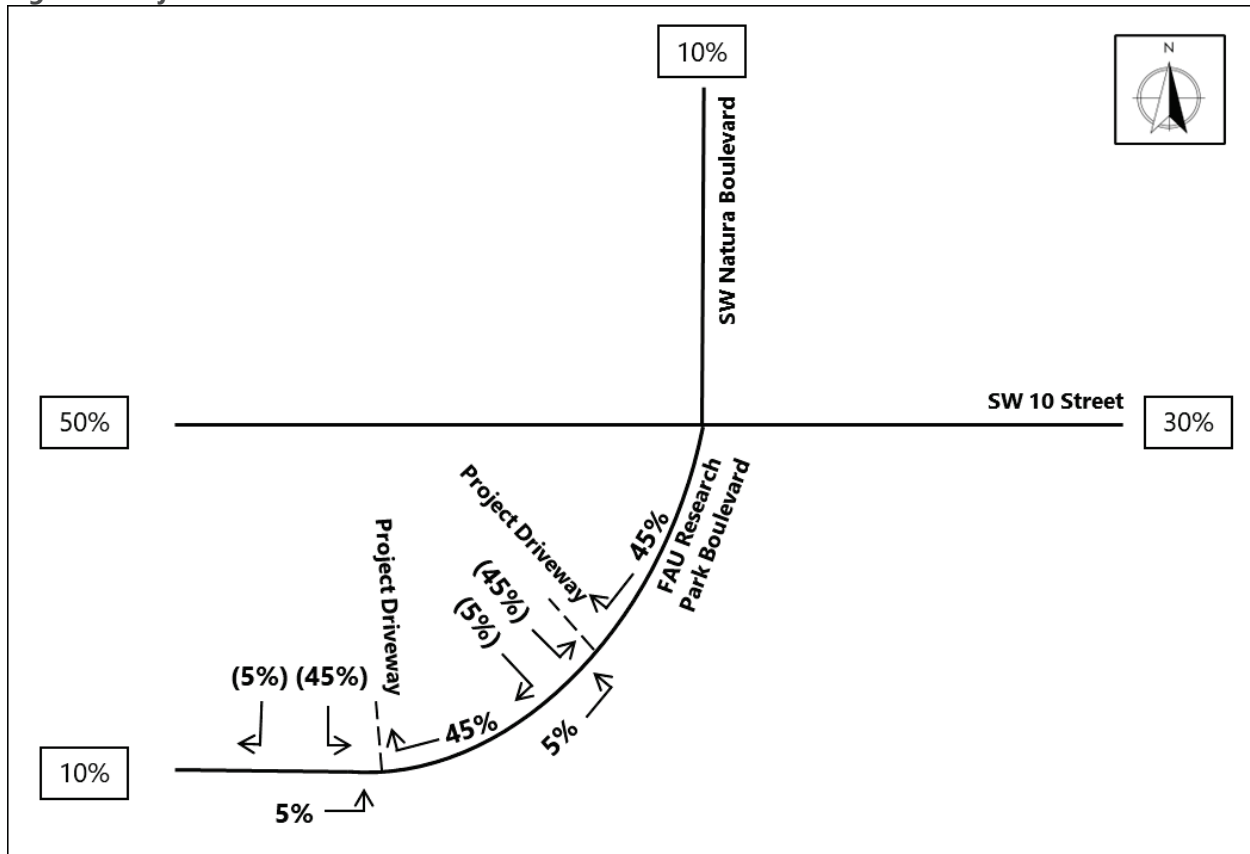
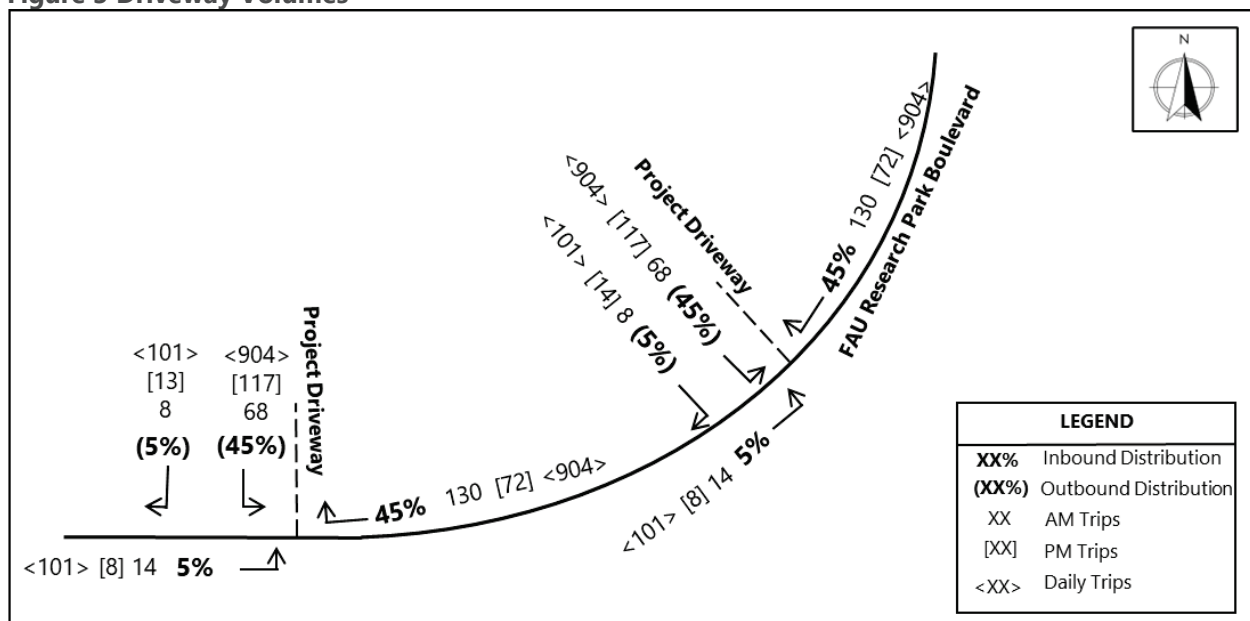


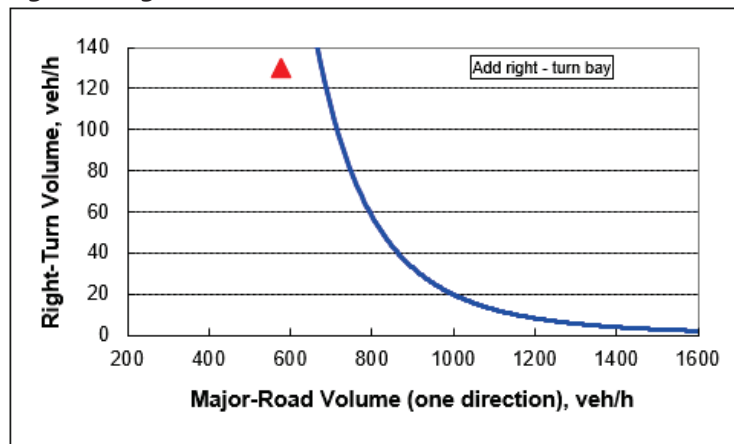
Figure 3 Driveway Volumes



Turn Lane Evaluation

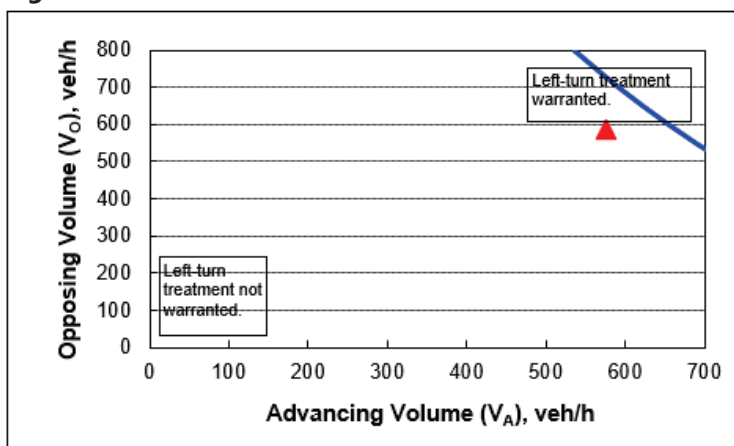
Turn lane evaluations were performed to determine the need for exclusive left or right turn lanes at both project access locations using the exclusive turn-lane warrant criteria from the National Cooperative Highway Research Program (NCHRP) Report 457. The worksheets are included in **Appendix E**. Daily volumes obtained from the FDOT Station #86-7017 were used for the major road volume. The following evaluations were performed using graphs from the guidelines.

Figure 4 Right Turn Lane Evaluation



As shown on Figure 3, the maximum peak hour southbound right turn volume at either project driveway is 130 vehicles and the corresponding, advancing southbound volume was determined to be 576 vehicles (Southbound daily volume=6400, K factor 9.00; $6400 \times 0.09 = 576$). Therefore, as shown on **Figure 4**, right turn lanes are not warranted at either project driveway.

Figure 5 Left Turn Lane Evaluation



As shown on Figure 3, the maximum peak hour northbound left turn volume at either project driveway is 14 vehicles, the advancing northbound volume was determined to be 585 vehicles (Northbound daily volume=6500, K factor =9.00; $6500 \times 0.09 = 585$), and the opposing southbound volume was determine to be 576 (Southbound daily volume=6400, K factor=9.00; $6400 \times 0.09 = 576$). The left turns are

approximately 2.4 percent of the total northbound advancing volume ($14/585$). Therefore, as shown on **Figure 5**, left turn lanes are not warranted at either project driveway.

Bowman

Should you have any questions or comments regarding these findings, please do not hesitate to call me.

Sincerely,



State of Florida, Board of Professional Engineers

Appendix A

Site Plan



ZONING DESIGNATION: PDD - PLANNED DEVELOPMENT DISTRICT
LAND USE DESIGNATION: COMMUNITY FACILITY

NET LOT AREA: 163,515 SF (3.75 AC)

PROPOSED BUILDING HEIGHT: 155'-0"

PARKING PACS CALCULATION									
USE	PROPOSED SPACE	#	ENT	REG/DVA/PAKES	PAGES	PFO2			
TOTAL	RESIDENTIAL	1,000	25	250	250				
	NEET/RENT/AREA	6,500	16	0.0	0.0	65			
	OFFICE BUILDINGS	1,515	16	0.0	0.0	15			
	RETAIL/RESTAURANTS	2,741	8	0.0	0.0	3			
	COMMERCIAL	1,000	16	0.0	0.0	10			
TOTAL	EVENT CENTER	9,841	8	200	0.0	20			
	CONC. DRIVE	1,000	8	0.0	0.0	8			
	CONC. DRIVE	1,000	8	0.0	0.0	8			
	CONC. DRIVE	1,000	8	0.0	0.0	8			
	CONC. DRIVE	1,000	8	0.0	0.0	8			
TOTAL REG/PARKING FOR HOTEL AND OFFICE USE ONLY									
			NO. OF SPACES	PAKES	PAGES				
RESIDENTIAL	REG. RESIDENTIAL	1,000	16	200	200				
OFFICES	OFFICE BUILDINGS	1,515	16	200	200				
COMMERCIAL	RETAIL/RESTAURANTS	2,741	8	200	200				
	RETAIL/RESTAURANTS	2,741	8	200	200				
	RETAIL/RESTAURANTS	2,741	8	200	200				
TOTAL REG. PARKING									
						978		656	

FIRE NOTE:

- 1. FIRE ROLL:**
1. A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED UNTIL THE AUI DETERMINES THAT THE BUILDINGS ARE IN COMPLIANCE WITH SECTION 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) WITH BROWARD COUNTY LOCAL AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE 7TH ED., NFPA 1347 CODE, FORDOM EDITION 2018, NFPA 101-1 SAFETY CODE, FLORIDA EDITION 2018.
 2. PROVIDE KNOW BOX AT BUILDING ENTRANCE IN ACCORDANCE WITH LOCAL JURISDICTION.
 3. PROVIDE AN ADDRESS NUMBER FOR TENANT SPACE IN ACCORDANCE WITH LOCAL JURISDICTION.

DATE

SCALE
AS SHOWN

CHECKED BY: BPH
DRAWN BY: MB

DRAWING NUMBER
A-100

[illegible]

DEERFIELD BEACH
MIXED USE
DEVELOPMENT

1065 SW 11TH WAY,
DEERFIELD BEACH, FL 33441



CITY OF DEERFIELD BEACH
150 N.E. 2ND AVE.
DEERFIELD BEACH, FL 33441



AA26001731

SEAL

WILLIAM J. GALLIGAN 0008440

Appendix B

Trip Generation Analysis

**TRIP GENERATION ANALYSIS - DAILY CONDITIONS
DEERFIELD BEACH MIXED USE TRAFFIC ANALYSIS**

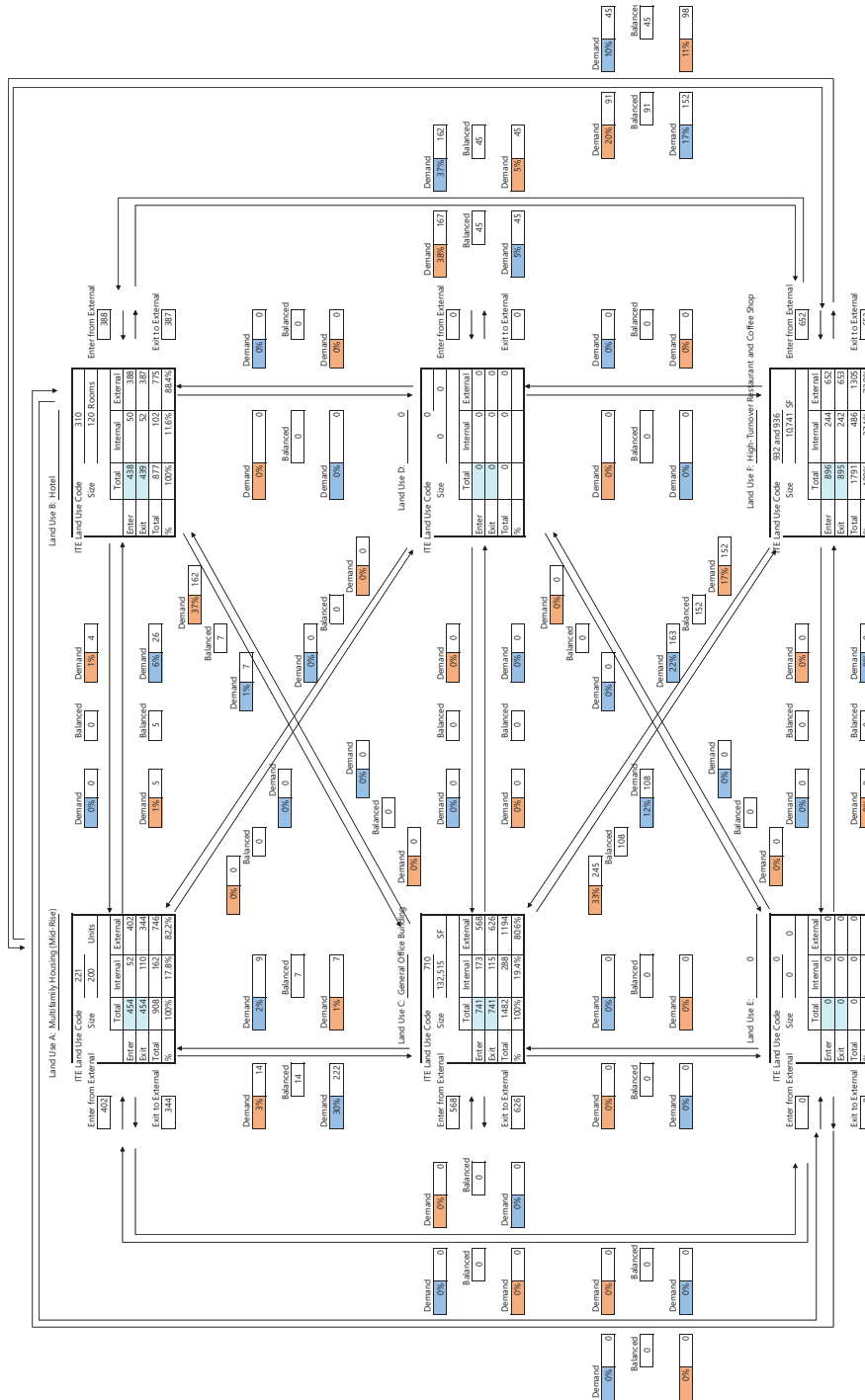
LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS			INTERNAL TRIPS ⁽¹⁾			EXTERNAL TRIPS			PASS-BY ⁽¹⁾			NEW TRIPS		
						IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
Multifamily Housing (Mid-Rise)	221	200 Units	T = 4.77 (X) - 46.46	50%	50%	454	454	908	52	110	162	402	344	746	0	0	0	402	344	746
Hotel	310	120 Rooms	T = 10.84 (X) - 423.51	50%	50%	438	439	877	50	52	102	388	387	775	0	0	0	388	387	775
General Office Building	710	132,515 SF	Ln(I) = 0.87 Ln(X) + 3.05	50%	50%	741	741	1,482	173	115	288	568	626	1,194	0	0	0	568	626	1,194
High-Turnover Restaurant	932	9,241 SF	T = 107.20 (X)	50%	50%	496	495	991	135	134	269	361	722	155	155	310	206	206	412	412
Coffee/Donut Shop without Drive-Through Window ⁽²⁾	936	1,500 SF	T = 533.57 (X)	50%	50%	400	400	800	109	108	217	291	292	583	126	125	251	165	167	332
TOTAL						2,529	2,529	5,058	519	519	1,038	2,010	2,010	4,020	281	280	561	1,729	1,730	3,459

(1) ITE Trip Generation Manual, 11th Edition. Pass-by for LU 936 based on LU 992.

(2) The daily rate for LUC 936 was based on LU 997.

Analyst: Daily
Date: _____

Name of Deplot:
Time Period: Daily



Net External Trips for Each Land Use Development

Land Use	Enter	Exit	Net
A	187.5	187.5	0
B	318	318	0
C	100	100	0
D	100	100	0
E	100	100	0
F	100	100	0

Source: ITE Trip Generation Handbook, 1st Edition

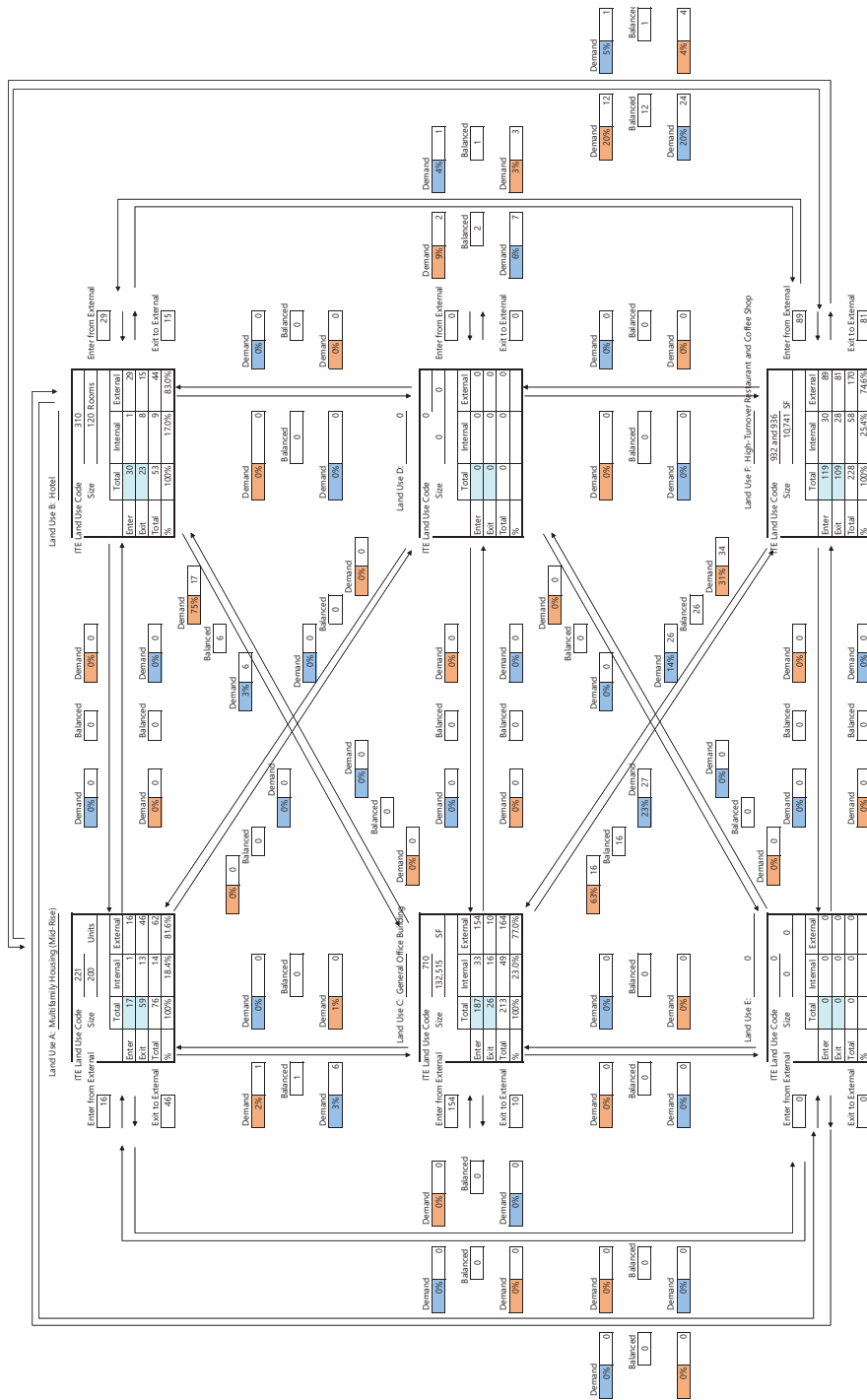
**TRIP GENERATION ANALYSIS - AM CONDITIONS
DEERFIELD BEACH MIXED USE TRAFFIC ANALYSIS**

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS			INTERNAL TRIPS ⁽¹⁾			EXTERNAL TRIPS			PASS-BY ⁽¹⁾			NEW TRIPS		
						IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
Multifamily Housing (Mid-Rise)	221	200 Units	T = 0.44 (X) - 11.61	23%	77%	17	59	76	1	13	14	16	46	62	0	0	0	16	46	62
Hotel	310	120 Rooms	T = 0.50 (X) - 7.45	56%	44%	30	23	53	1	8	9	29	15	44	0	0	0	29	15	44
General Office Building	710	132,515 SF	Ln(T) = 0.86 Ln(X) + 1.16	88%	12%	187	26	213	33	16	49	154	10	164	0	0	0	154	10	164
High-Turnover Restaurant	932	9,241 SF	T = 9.57 (X)	55%	45%	48	40	88	12	10	22	36	30	66	15	13	28	21	17	38
Coffee/Donut Shop without Drive-Through Window ⁽²⁾	936	1,500 SF	T = 93.08 (X)	51%	49%	71	69	140	18	18	36	53	51	104	23	22	45	30	29	59
TOTAL						353	217	570	65	65	130	288	152	440	38	35	73	250	117	367

(1) ITE Trip Generation Manual, 11th Edition. Pass-by for LU 936 based on LU 932.

Analyst AM
Date

Name of Design
Time Period AM

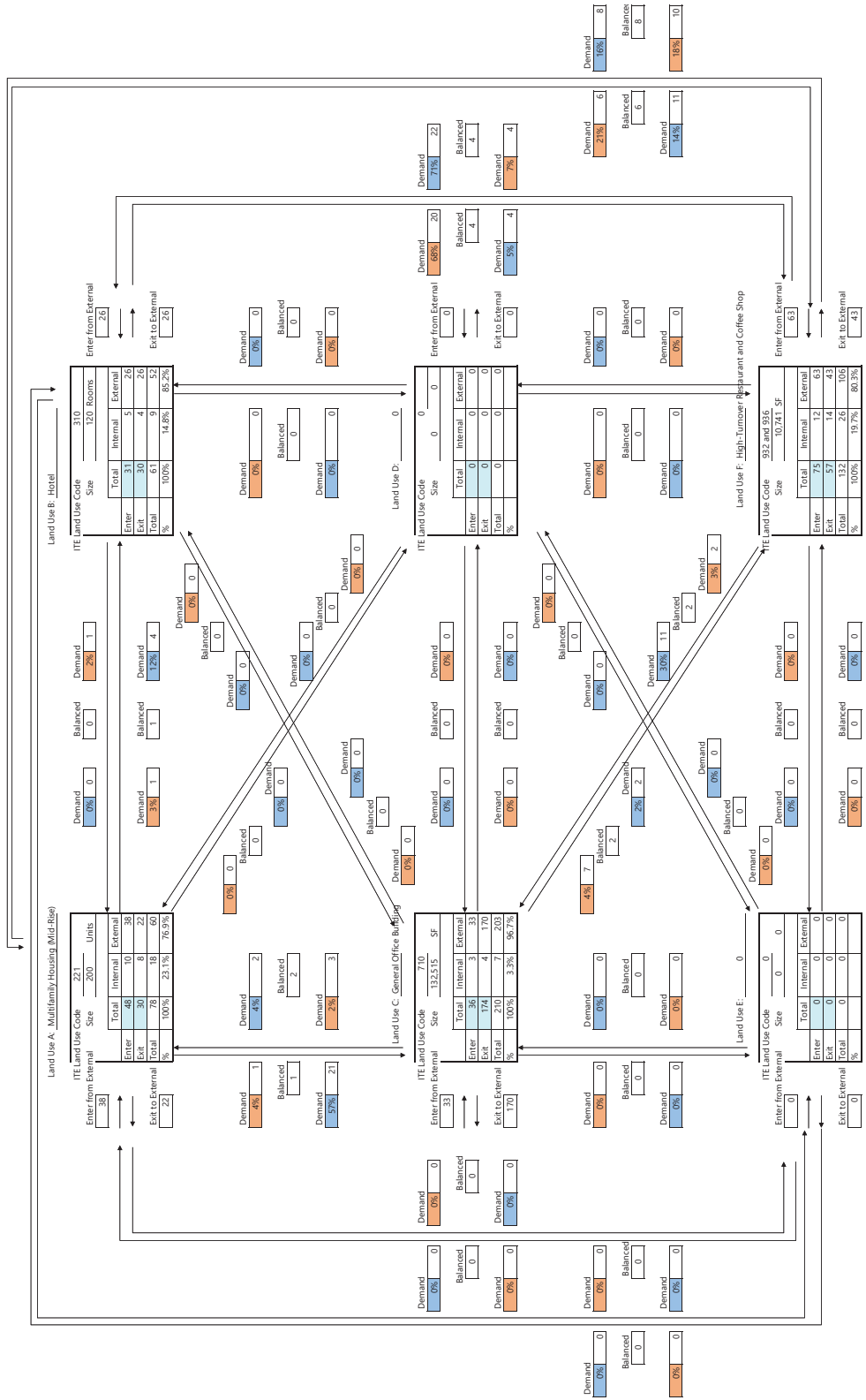


Source: ITE Trip Generation Handbook, 1st Edition

**TRIP GENERATION ANALYSIS - PM CONDITIONS
DEERFIELD BEACH MIXED USE TRAFFIC ANALYSIS**

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS			INTERNAL TRIPS ⁽¹⁾			EXTERNAL TRIPS			PASS-BY ⁽¹⁾			NEW TRIPS		
						IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
Multifamily Housing (Mid-Rise)	221	200 Units	T= 0.39 (X) + 0.34	61%	39%	48	30	78	10	8	18	23	22	60	0	0	0	38	22	60
Hotel	310	120 Rooms	T= 0.74 (X) - 27.89	51%	49%	31	30	61	5	4	9	14	26	52	0	0	0	26	26	52
General Office Building	710	132,515 SF	Ln(T)= 0.83 Ln(X) + 1.29	17%	83%	36	174	210	3	4	7	3	33	170	0	0	0	33	170	203
High-Turnover Restaurant	932	9,241 SF	T= 9.05 (X)	61%	39%	51	33	84	8	8	16	19	25	68	18	11	29	25	14	39
Coffee/Donut Shop without Drive-Through Window ⁽²⁾	936	1,500 SF	T= 32.29 (X)	50%	50%	24	24	48	4	6	10	20	18	38	8	8	16	12	10	22
TOTAL						190	291	481	30	30	60	160	261	421	26	19	45	134	242	376

⁽¹⁾ ITE Trip Generation Manual, 11th Edition - Pass-by for LU 936 based on LU 932.



Net External Trips for Multi-Use Development

Land Use	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	38	26	170	0	43	106	483
Exit	22	26	203	0	0	0	451
Total	60	52	373	0	43	106	934
Single-Use Trip Gen. Estimate	78	61	210	0	132	481	1,262
Source: ITE Trip Generation Handbook, 3rd Edition							

Appendix C

Trip Generation Information

Land Use: 221

Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments and condominiums located in a building that has between four and 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways.

Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (mid-rise) (Land Use 226), and mid-rise residential with ground-floor commercial (Land Use 231) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.5 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, Montana, New Jersey, New York, Ontario (CAN), Oregon, Utah, and Virginia.

Source Numbers

168, 188, 204, 305, 306, 321, 818, 857, 862, 866, 901, 904, 910, 949, 951, 959, 963, 964, 966, 967, 969, 970, 1004, 1014, 1022, 1023, 1025, 1031, 1032, 1035, 1047, 1056, 1057, 1058, 1071, 1076

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 11

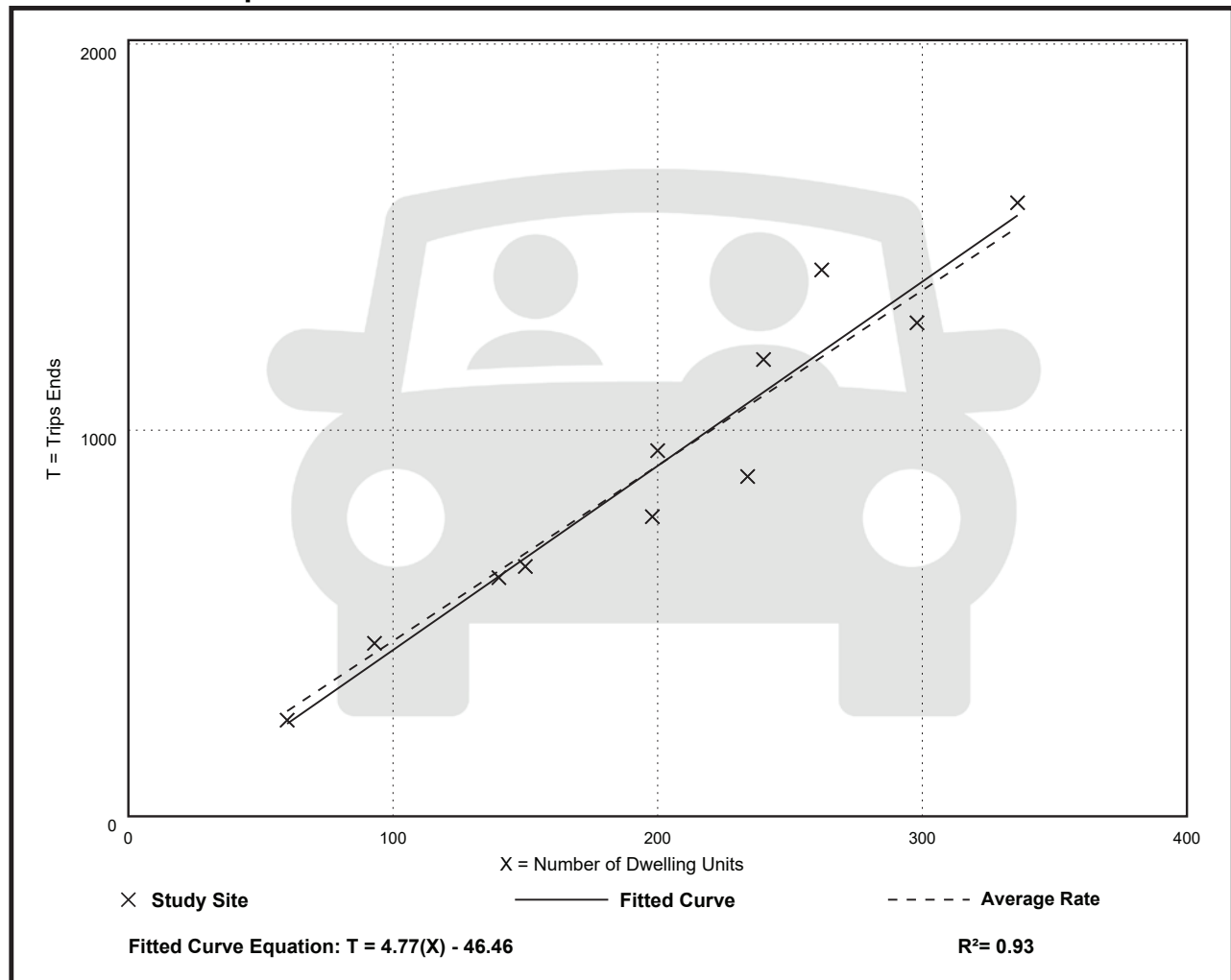
Avg. Num. of Dwelling Units: 201

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

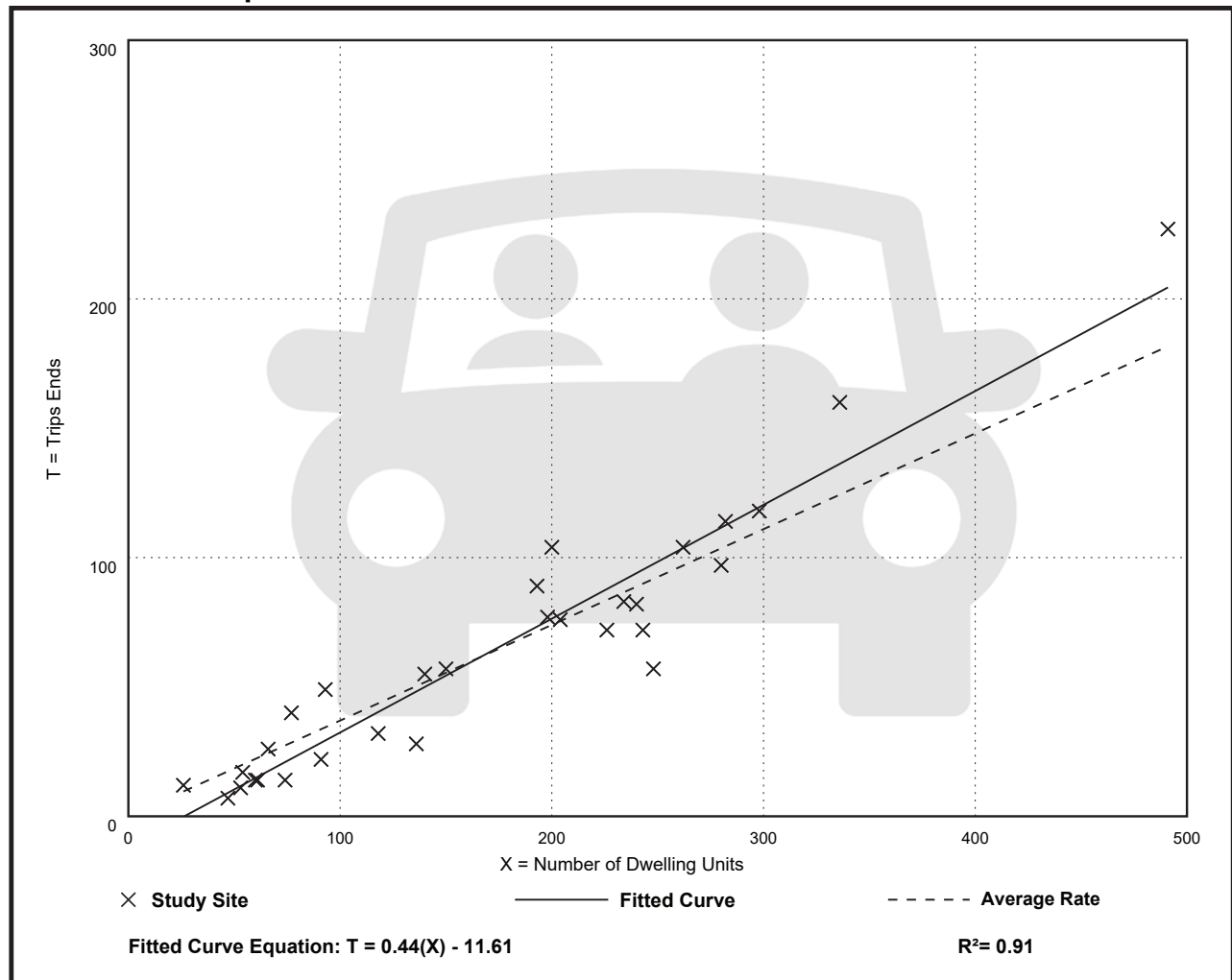
Avg. Num. of Dwelling Units: 173

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

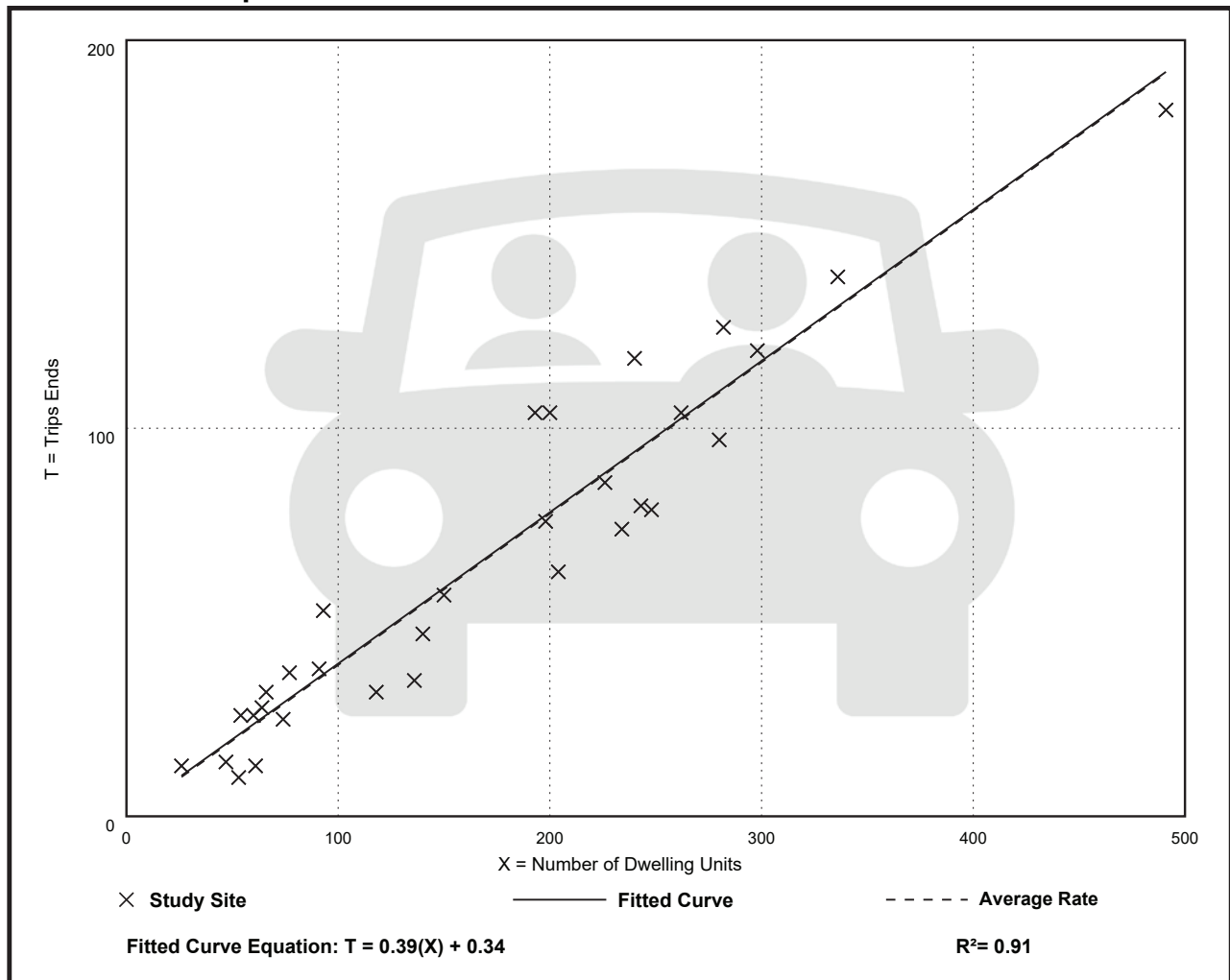
Avg. Num. of Dwelling Units: 169

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



Land Use: 310

Hotel

Description

A hotel is a place of lodging that provides sleeping accommodations and supporting facilities such as a full-service restaurant, cocktail lounge, meeting rooms, banquet room, and convention facilities. A hotel typically provides a swimming pool or another recreational facility such as a fitness room. All suites hotel (Land Use 311), business hotel (Land Use 312), motel (Land Use 320), and resort hotel (Land Use 330) are related uses.

Additional Data

Twenty-five studies provided information on occupancy rates at the time the studies were conducted. The average occupancy rate for these studies was approximately 82 percent.

Some properties in this land use provide guest transportation services (e.g., airport shuttle, limousine service, golf course shuttle service) which may have an impact on the overall trip generation rates.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, District of Columbia, Florida, Georgia, Indiana, Minnesota, New York, Ontario (CAN), Pennsylvania, South Dakota, Texas, Vermont, Virginia, and Washington.

For all lodging uses, it is important to collect data on occupied rooms as well as total rooms in order to accurately predict trip generation characteristics for the site.

Trip generation at a hotel may be related to the presence of supporting facilities such as convention facilities, restaurants, meeting/banquet space, and retail facilities. Future data submissions should specify the presence of these amenities. Reporting the level of activity at the supporting facilities such as full, empty, partially active, number of people attending a meeting/banquet during observation may also be useful in further analysis of this land use.

Source Numbers

170, 260, 262, 277, 280, 301, 306, 357, 422, 507, 577, 728, 867, 872, 925, 951, 1009, 1021, 1026, 1046

Hotel (310)

Vehicle Trip Ends vs: Rooms
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 7

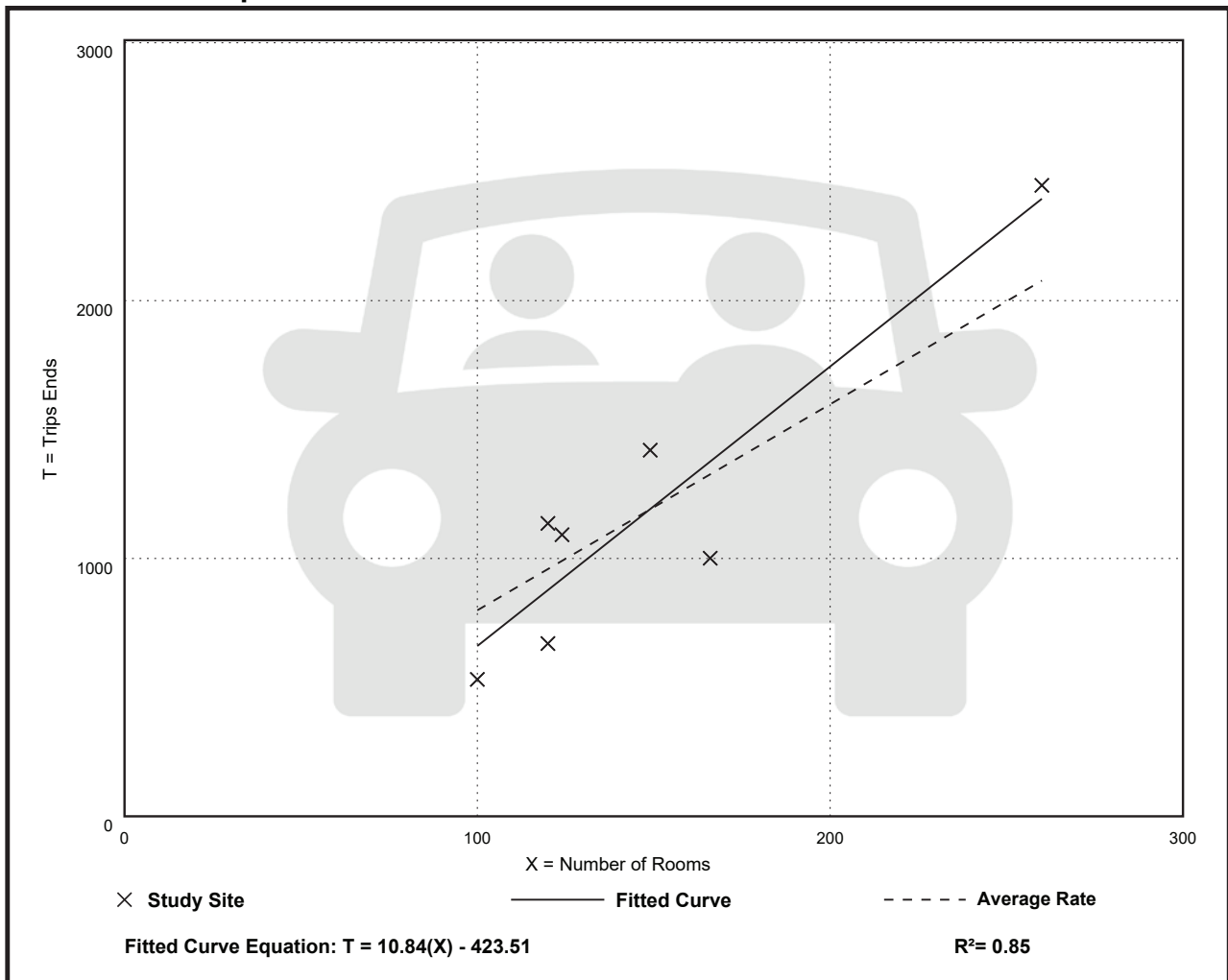
Avg. Num. of Rooms: 148

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
7.99	5.31 - 9.53	1.92

Data Plot and Equation



Hotel (310)

Vehicle Trip Ends vs: Rooms

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 28

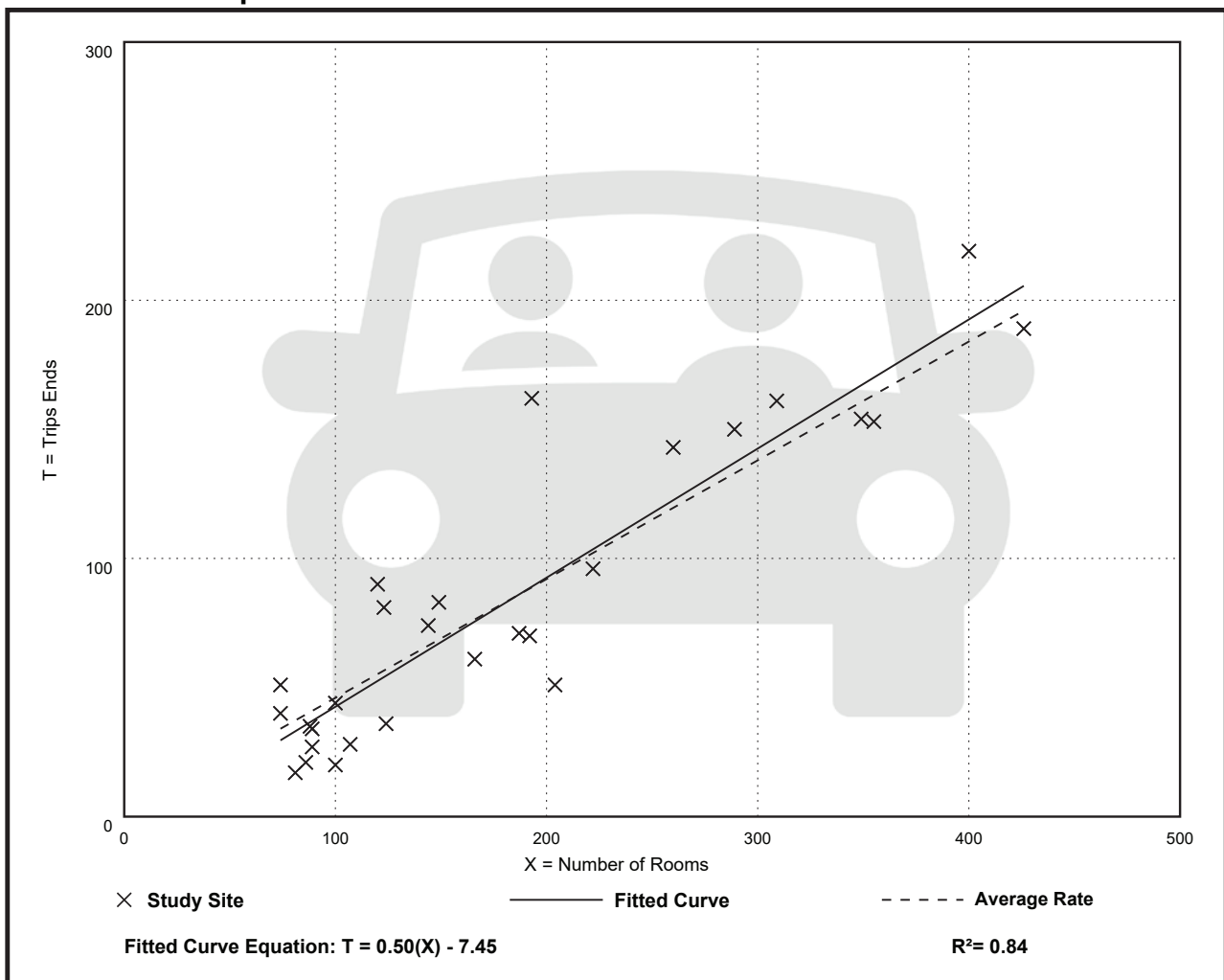
Avg. Num. of Rooms: 182

Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.46	0.20 - 0.84	0.14

Data Plot and Equation



Hotel (310)

Vehicle Trip Ends vs: Rooms

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

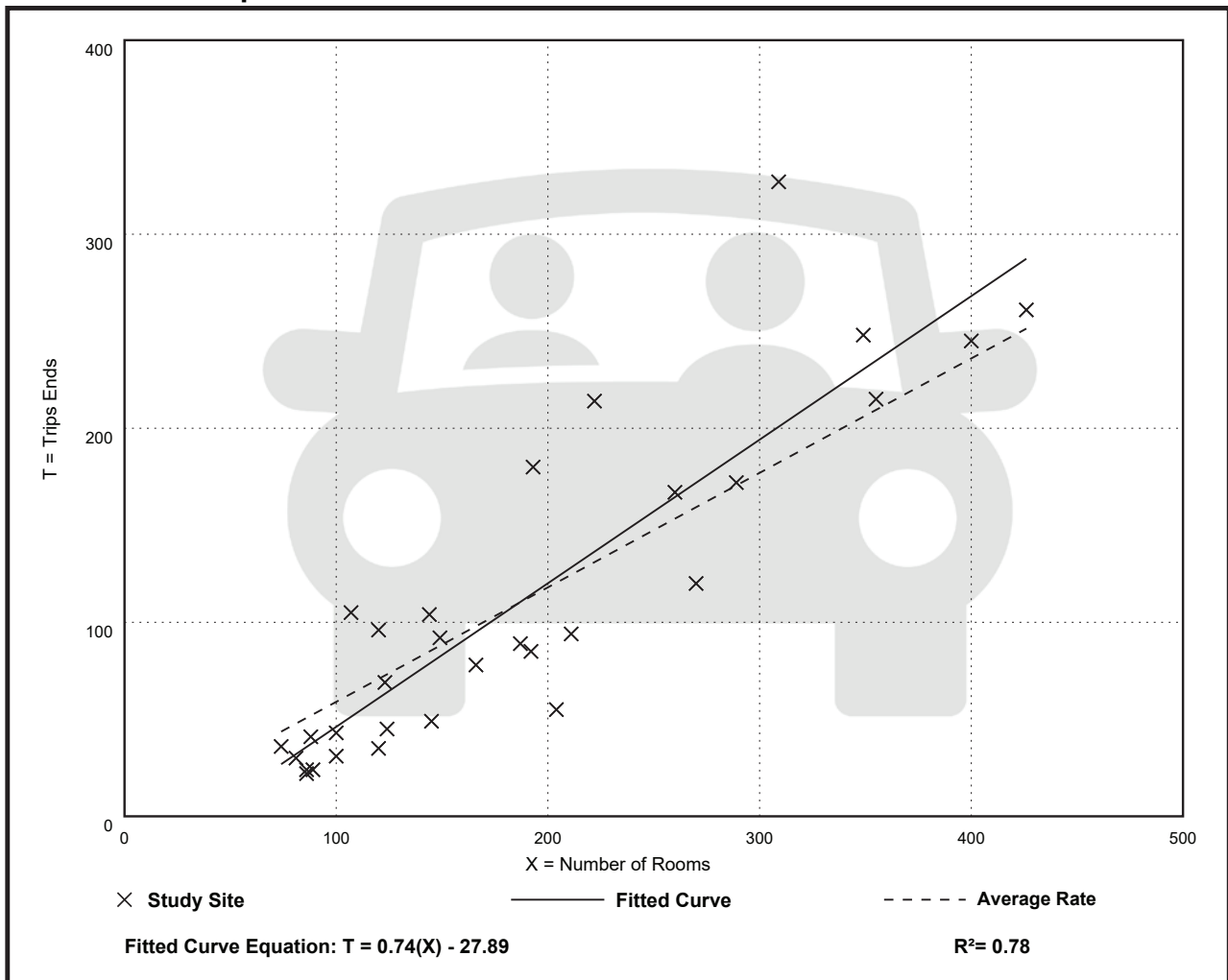
Avg. Num. of Rooms: 186

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.59	0.26 - 1.06	0.22

Data Plot and Equation



Land Use: 710

General Office Building

Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN), Pennsylvania, Texas, Utah, Virginia, and Washington.

Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061

General Office Building (710)

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

Setting/Location: General Urban/Suburban

Number of Studies: 59

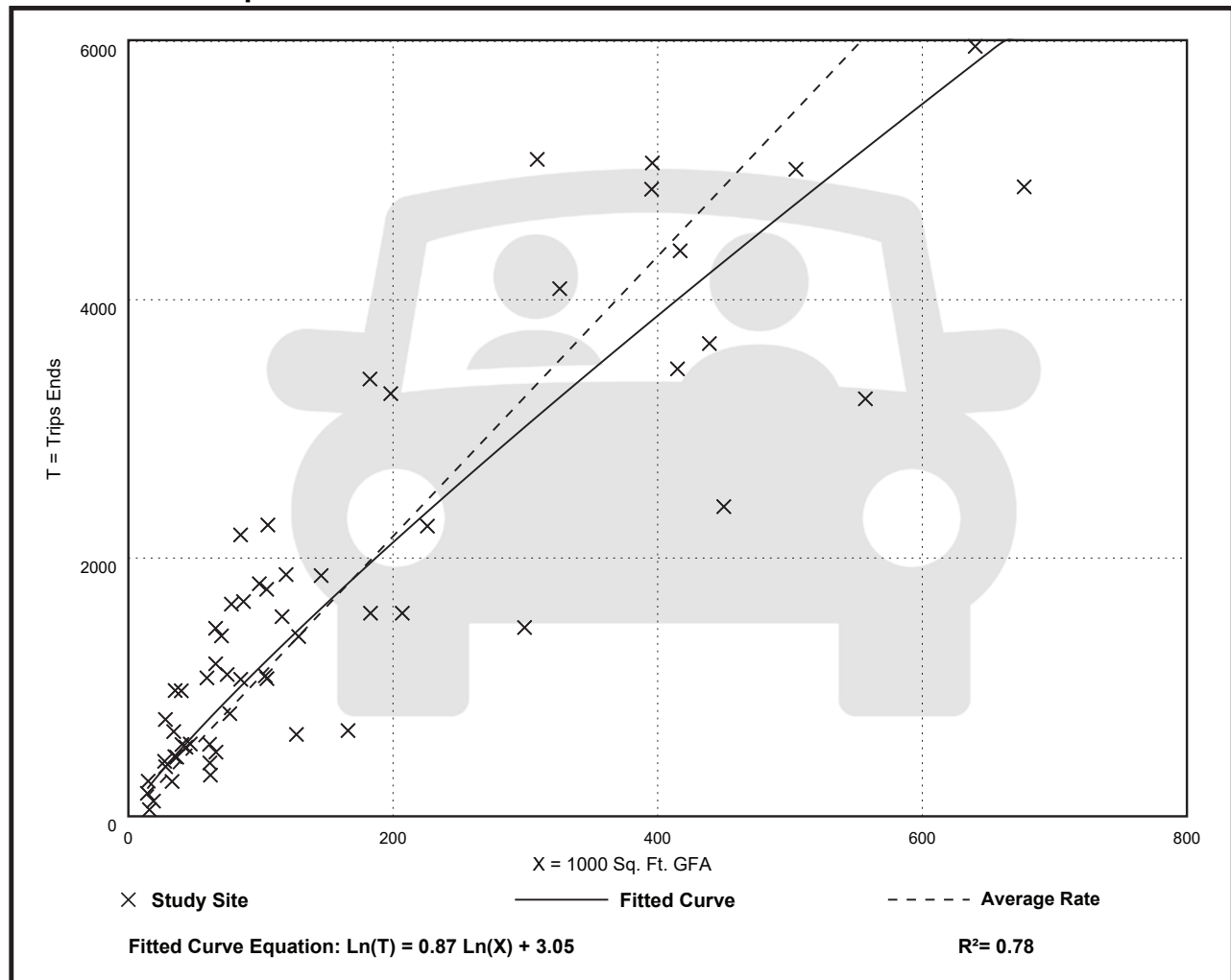
Avg. 1000 Sq. Ft. GFA: 163

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation



General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 221

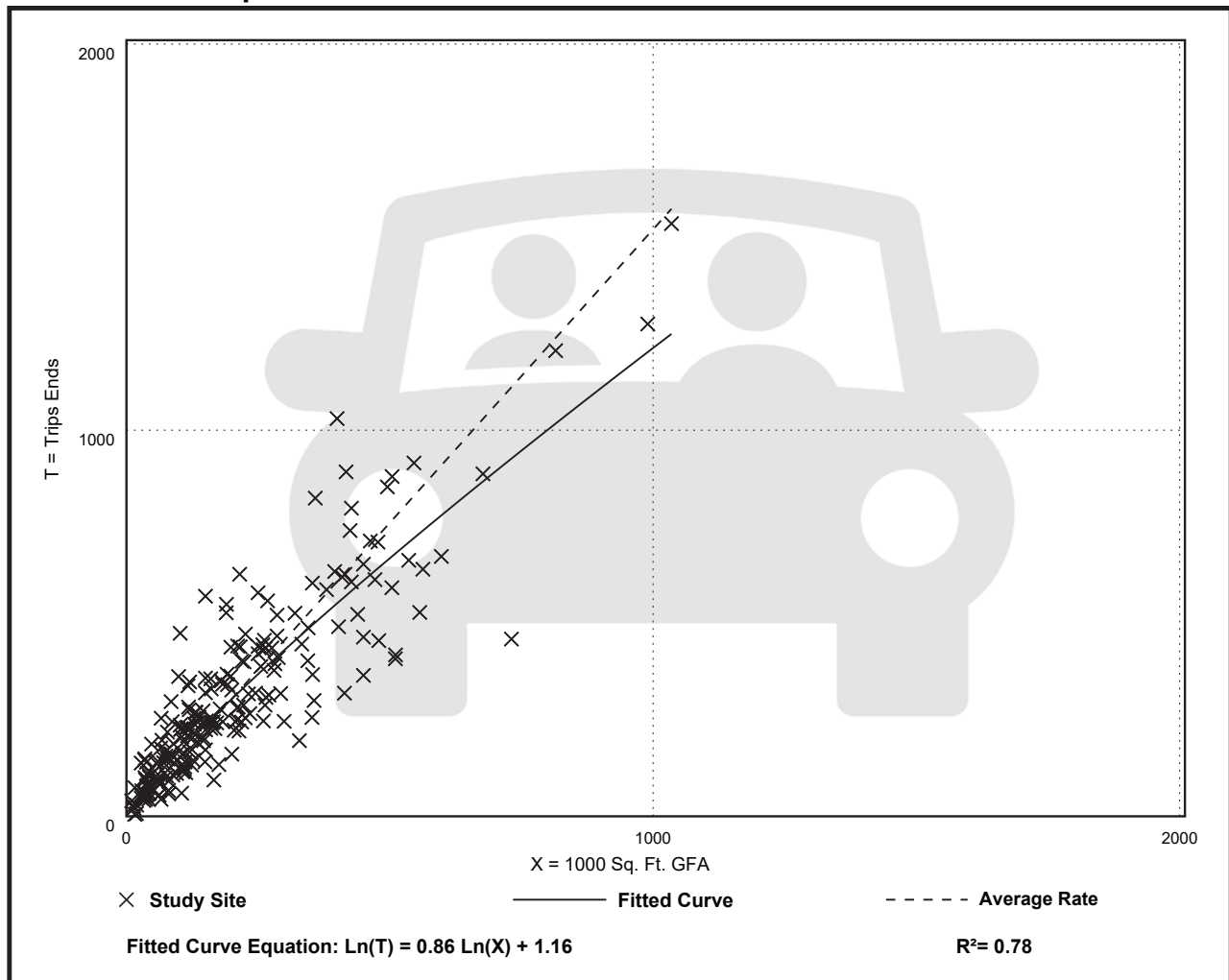
Avg. 1000 Sq. Ft. GFA: 201

Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	0.32 - 4.93	0.58

Data Plot and Equation



General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 232

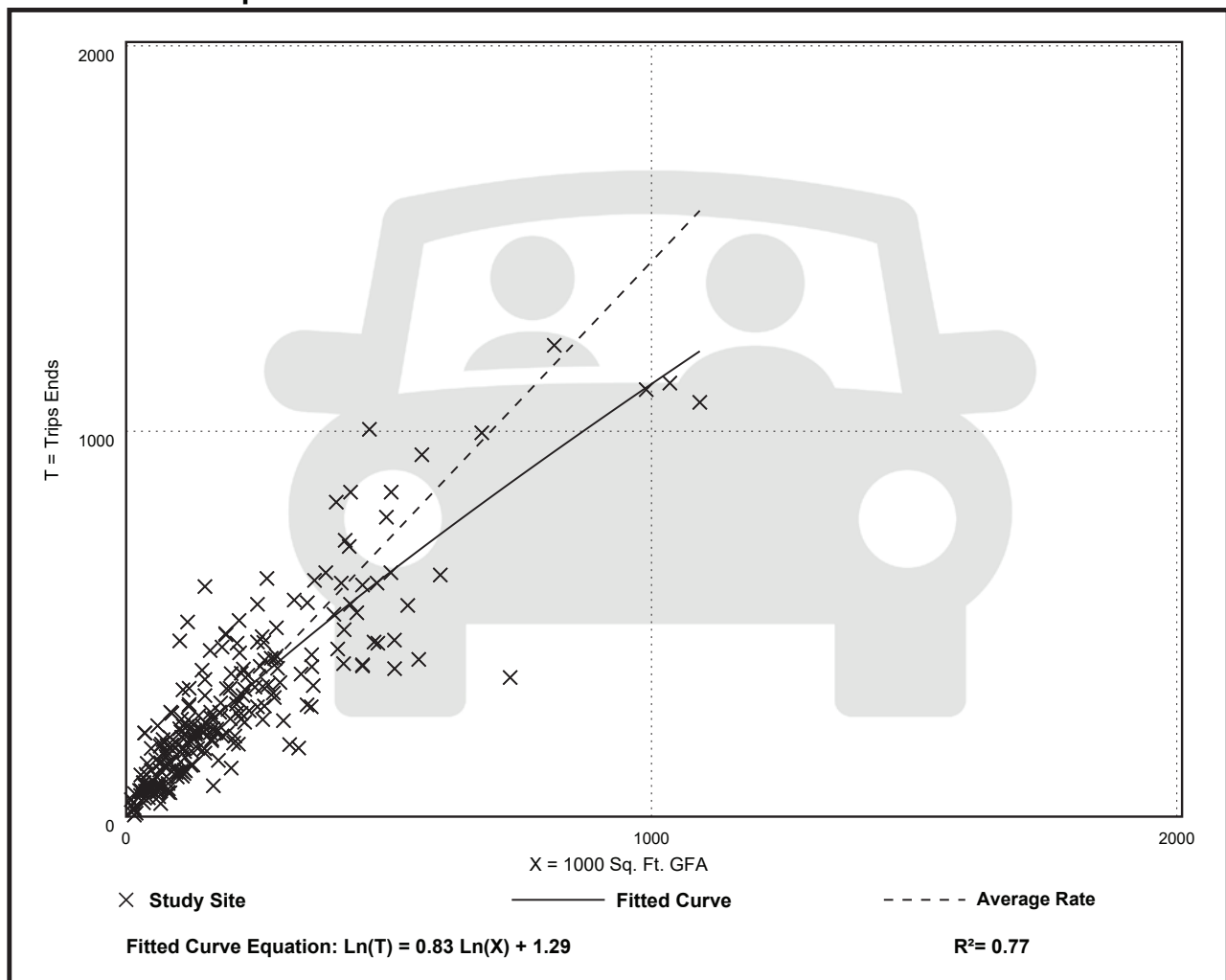
Avg. 1000 Sq. Ft. GFA: 199

Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.44	0.26 - 6.20	0.60

Data Plot and Equation



Land Use: 932

High-Turnover (Sit-Down) Restaurant

Description

This land use consists of sit-down, full-service eating establishments with a typical duration of stay of 60 minutes or less. This type of restaurant is usually moderately priced, frequently belongs to a restaurant chain, and is commonly referred to as casual dining. Generally, these restaurants serve lunch and dinner; they may also be open for breakfast and are sometimes open 24 hours a day. These restaurants typically do not accept reservations. A patron commonly waits to be seated, is served by wait staff, orders from a menu, and pays after the meal.

Some facilities offer carry-out for a small proportion of its customers. Some facilities within this land use may also contain a bar area for serving food and alcoholic drinks.

Fast casual restaurant (Land Use 930), fine dining restaurant (Land Use 931), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window (Land Use 934) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Florida, Georgia, Indiana, Kentucky, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Texas, Vermont, and Wisconsin.

Source Numbers

126, 269, 275, 280, 300, 301, 305, 338, 340, 341, 358, 384, 424, 432, 437, 438, 444, 507, 555, 577, 589, 617, 618, 728, 868, 884, 885, 903, 927, 939, 944, 961, 962, 977, 1048

High-Turnover (Sit-Down) Restaurant (932)

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

Setting/Location: General Urban/Suburban

Number of Studies: 50

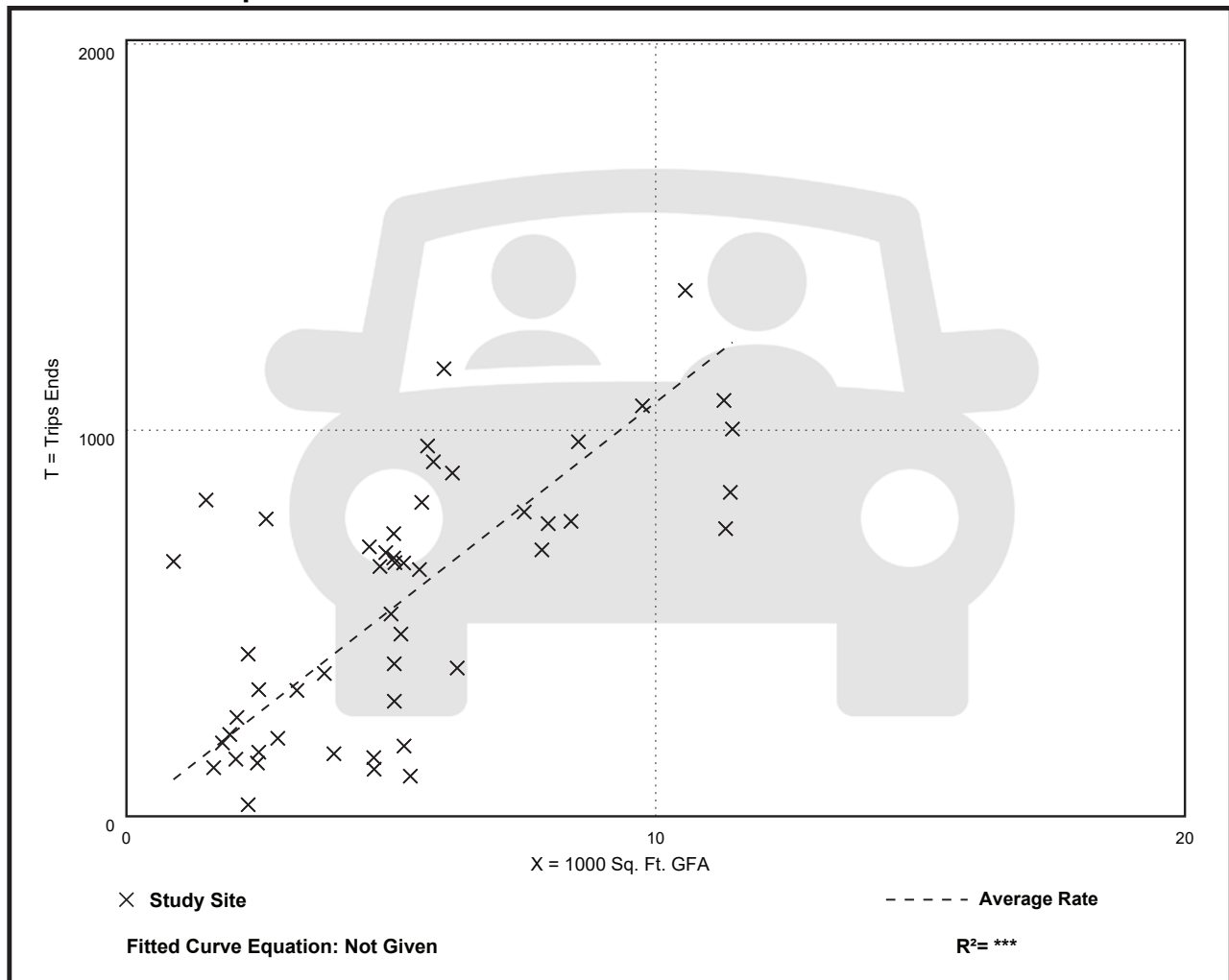
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
107.20	13.04 - 742.41	66.72

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 37

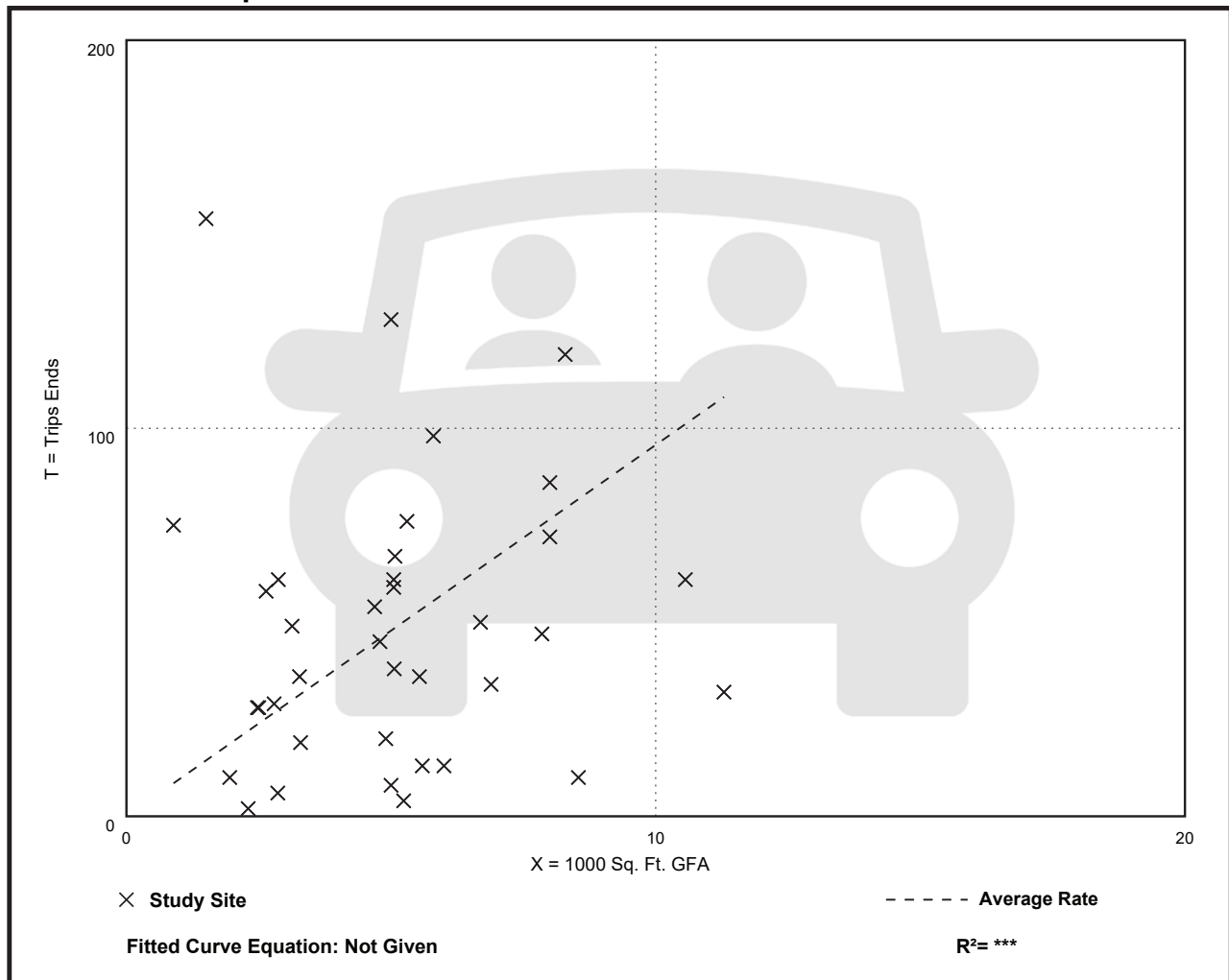
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.57	0.76 - 102.39	11.61

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 104

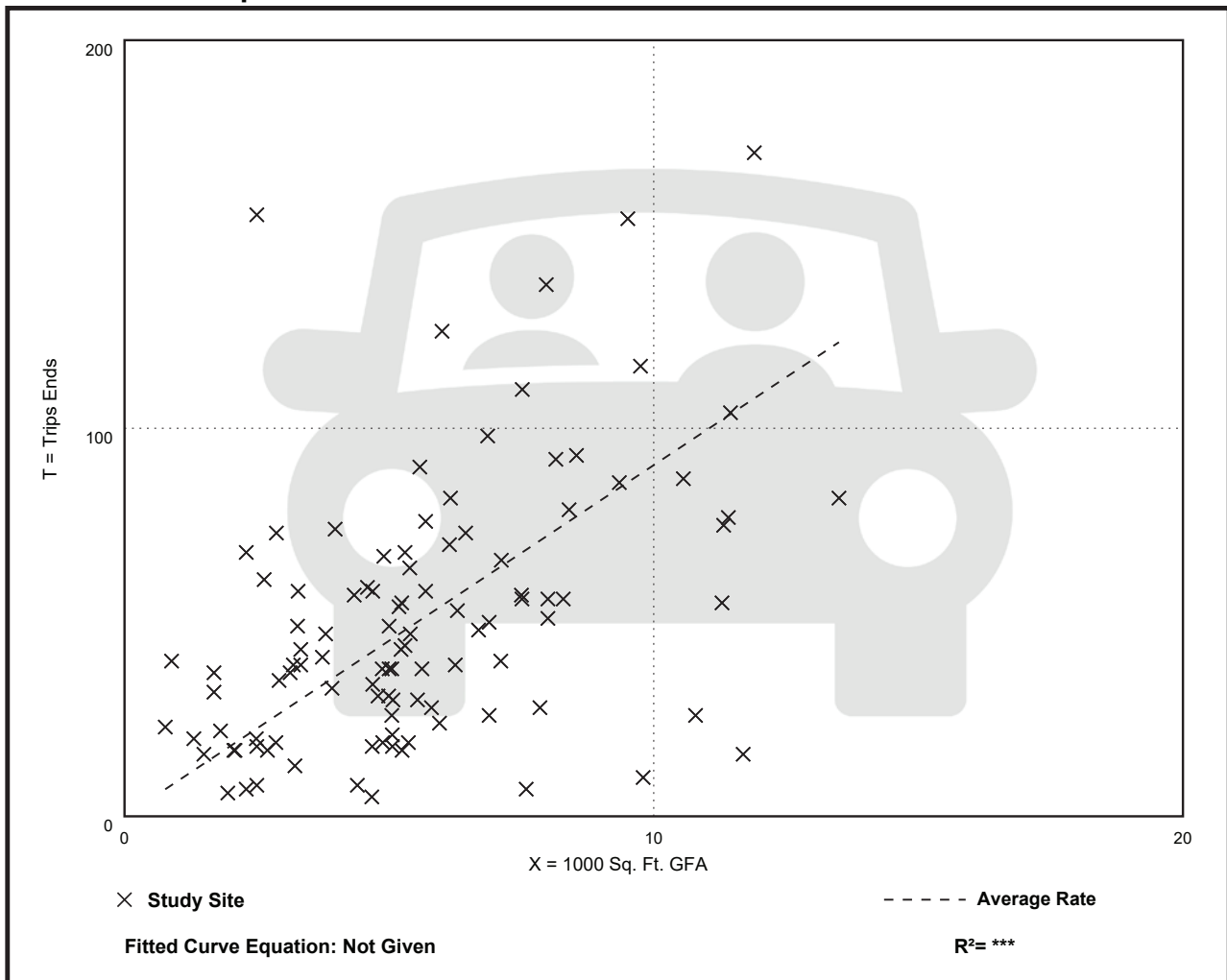
Avg. 1000 Sq. Ft. GFA: 6

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.05	0.92 - 62.00	6.18

Data Plot and Equation



Land Use: 936

Coffee/Donut Shop without Drive-Through Window

Description

This land use includes any coffee and donut restaurant that does not have a drive-through window. The restaurant sells freshly brewed coffee (along with coffee-related accessories) and a variety of food/drink products such as donuts, bagels, breads, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. The restaurant marketing and sales may emphasize coffee beverages over food (or vice versa).

A coffee/donut shop typically holds long store hours (more than 15 hours) with an early morning opening. Limited indoor seating is generally provided for patrons, but table service is not provided.

Coffee/donut shop with drive-through window (Land Use 937) and coffee/donut shop with drive-through window and no indoor seating (Land Use 938) are related uses.

Additional Data

Many of the facilities in this land use were located within a shopping center or as an outparcel to a shopping center.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1990s, the 2000s, and the 2010s in California, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, and Vermont.

Specialized Land Use Data

One study provided data for a coffee/donut shop without a drive-through window that sells donuts and ice cream (source 563). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 2,400 square feet. It generated 48 vehicle trips during the weekday PM peak hour of adjacent street traffic and 52 vehicle trips during the weekday PM peak hour of the generator.

One study provided data for a coffee/donut shop without a drive-through window that sells donuts and sandwiches (source 563). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 4,000 square feet. It generated 239 vehicle trips during the weekday AM peak hour of adjacent street traffic, 52 vehicle trips during the weekday PM peak hour of adjacent street traffic, and 111 vehicle trips during the weekday PM peak hour of the generator.

Source Numbers

555, 563, 571, 594, 617, 618, 621, 728, 863, 902, 954, 955, 982, 1020

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

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

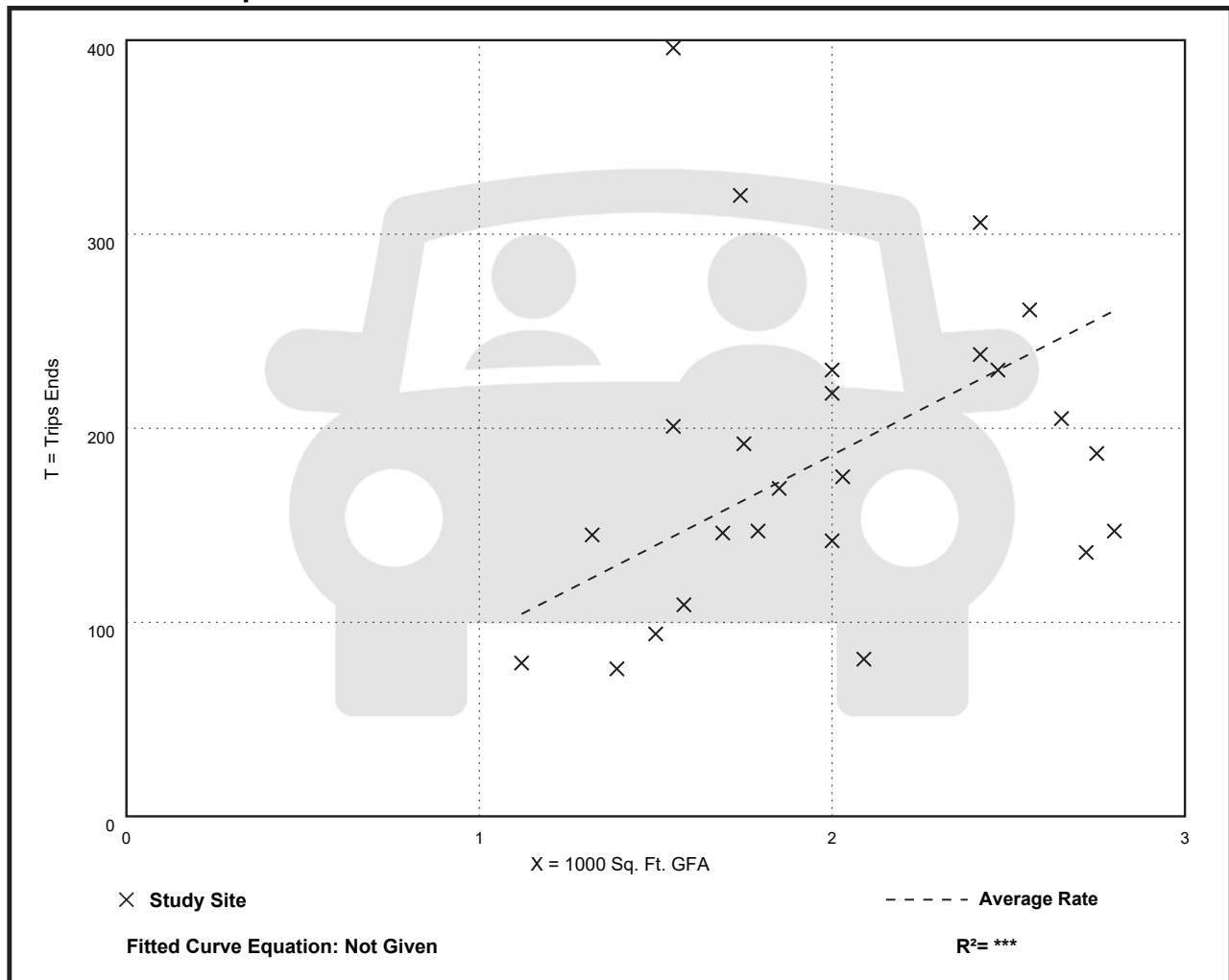
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

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

Data Plot and Equation



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

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 16

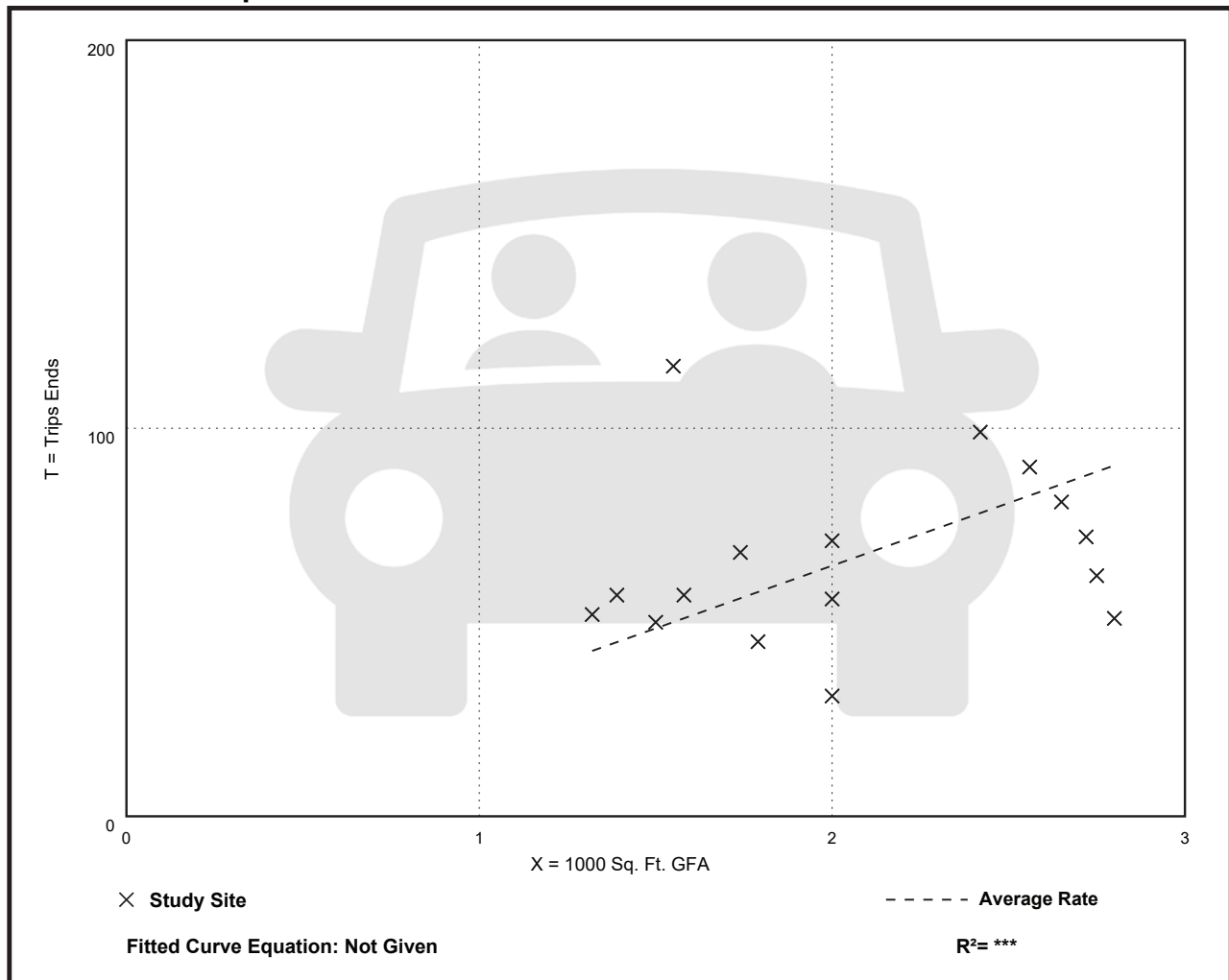
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

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

Data Plot and Equation



**Table 6.1 Unconstrained Internal Person Trip Capture Rates
for Trip Origins within a Mixed-Use Development**

		WEEKDAY	
		AM Peak Hour	PM Peak Hour
From OFFICE	To Retail	28%	20%
	To Restaurant	63%	4%
	To Cinema/Entertainment	0%	0%
	To Residential	1%	2%
	To Hotel	0%	0%
From RETAIL	To Office	29%	2%
	To Restaurant	13%	29%
	To Cinema/Entertainment	0%	4%
	To Residential	14%	26%
	To Hotel	0%	5%
From RESTAURANT	To Office	31%	3%
	To Retail	14%	41%
	To Cinema/Entertainment	0%	8%
	To Residential	4%	18%
	To Hotel	3%	7%
From CINEMA/ENTERTAINMENT	To Office	0%	2%
	To Retail	0%	21%
	To Restaurant	0%	31%
	To Residential	0%	8%
	To Hotel	0%	2%
From RESIDENTIAL	To Office	2%	4%
	To Retail	1%	42%
	To Restaurant	20%	21%
	To Cinema/Entertainment	0%	0%
	To Hotel	0%	3%
From HOTEL	To Office	75%	0%
	To Retail	14%	16%
	To Restaurant	9%	68%
	To Cinema/Entertainment	0%	0%
	To Residential	0%	2%

Source: Bochner, B., K. Hooper, B. Sperry, and R. Dunphy. NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*. Washington, DC: Transportation Research Board, Tables 99 and 100, 2011.

**Table 6.2 Unconstrained Internal Person Trip Capture Rates
for Trip Destinations within a Mixed-Use Development**

		Weekday	
		AM Peak Hour	PM Peak Hour
To OFFICE	From Retail	4%	31%
	From Restaurant	14%	30%
	From Cinema/Entertainment	0%	6%
	From Residential	3%	57%
	From Hotel	3%	0%
To RETAIL	From Office	32%	8%
	From Restaurant	8%	50%
	From Cinema/Entertainment	0%	4%
	From Residential	17%	10%
	From Hotel	4%	2%
To RESTAURANT	From Office	23%	2%
	From Retail	50%	29%
	From Cinema/Entertainment	0%	3%
	From Residential	20%	14%
	From Hotel	6%	5%
To CINEMA/ENTERTAINMENT	From Office	0%	1%
	From Retail	0%	26%
	From Restaurant	0%	32%
	From Residential	0%	0%
	From Hotel	0%	0%
To RESIDENTIAL	From Office	0%	4%
	From Retail	2%	46%
	From Restaurant	5%	16%
	From Cinema/Entertainment	0%	4%
	From Hotel	0%	0%
To HOTEL	From Office	0%	0%
	From Retail	0%	17%
	From Restaurant	4%	71%
	From Cinema/Entertainment	0%	1%
	From Residential	0%	12%

Source: Bochner, B., K. Hooper, B. Sperry, and R. Dunphy. NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*. Washington, DC: Transportation Research Board, Tables 101 and 102, 2011.

Vehicle Pass-By Rates by Land Use

Source: ITE Trip Generation Manual, 11th Edition

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Appendix D

Historical Volume Data

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 9125 - NATURA BLVD., S OF HILLSBORO BLVD.

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	9200 F	N 5200	S 4000	9.00	55.00	8.20
2023	9200 C	N 5200	S 4000	9.00	57.90	3.00
2022	6600 S	N 3600	S 3000	9.00	57.00	5.40
2021	6600 F	N 3600	S 3000	9.00	53.80	14.30
2020	6600 C	N 3600	S 3000	9.00	53.90	8.80
2019	10600 T	N 5800	S 4800	9.00	54.60	5.50
2018	10600 S	N 5800	S 4800	9.00	54.50	6.00
2017	10600 F	N 5800	S 4800	9.00	51.90	6.20
2016	10600 C	N 5800	S 4800	9.00	54.10	2.90
2015	7400 V	0	0	9.00	54.00	3.40
2014	7300 R			9.00	54.20	7.40
2013	7200 T	0	0	9.00	53.60	7.60
2012	7200 S	0	0	9.00	52.20	5.90
2011	7200 F	0	0	9.00	52.50	6.30
2010	7200 C	N 3900	S 3300	8.35	52.69	9.30
2009	6600 F	N 3400	S 3200	8.53	53.89	5.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 7017 - NE 3 AVE, N OF NE 48 ST/POMP

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	12900 F	N	6500	9.00	55.00	8.20
2023	12900 C	N	6500	9.00	57.90	3.00
2022	9400 S	N	4700	9.00	57.00	5.40
2021	9400 F	N	4700	9.00	53.80	14.30
2020	9400 C	N	4700	9.00	53.90	8.80
2019	12300 R	N	6200	9.00	54.60	5.50
2018	12300 T	N	6200	9.00	54.50	6.00
2017	12300 S	N	6200	9.00	51.90	6.20
2016	12300 F	N	6200	9.00	54.10	2.90
2015	12100 C	N	6100	9.00	54.00	3.40
2014	8500 X			9.00	54.20	7.40
2013	8400 X		0	9.00	53.60	7.60
2012	8400 T		0	9.00	52.20	5.90
2011	8400 S		0	9.00	52.50	6.30
2010	8400 F		0	8.35	52.69	9.30
2009	8400 C	N	0	8.53	53.89	5.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 7196 - SW 10 ST, W OF DIXIE HWY/DEERFIELD BEACH

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	31000 F	E 15500	W 15500	9.00	55.00	8.20
2023	31000 C	E 15500	W 15500	9.00	57.90	3.00
2022	24000 S	E 12000	W 12000	9.00	57.00	5.40
2021	24000 F	E 12000	W 12000	9.00	53.80	14.30
2020	24000 C	E 12000	W 12000	9.00	53.90	8.80
2019	28500 R	E 13500	W 15000	9.00	54.60	5.50
2018	28500 T	E 13500	W 15000	9.00	54.50	6.00
2017	28500 S	E 13500	W 15000	9.00	51.90	6.20
2016	28500 F	E 13500	W 15000	9.00	54.10	2.90
2015	28500 C	E 13500	W 15000	9.00	54.00	3.40
2014	26500 X			9.00	54.20	7.40
2013	26500 X	0	0	9.00	53.60	7.60
2012	26500 T	0	0	9.00	52.20	5.90
2011	26500 S	0	0	9.00	52.50	6.30
2010	26500 F	E 13000	W 13500	8.35	52.69	9.30
2009	26500 C	E 13000	W 13500	8.53	53.89	5.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 3015 - SR 869/SW 10 ST - W OF SR 9/I-95

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	51500 C	E 27500	W 24000	9.00	55.00	4.60
2023	50000 F	E 26500	W 23500	9.00	57.90	4.80
2022	48000 C	E 25500	W 22500	9.00	57.00	4.80
2021	55000 C	E 28500	W 26500	9.00	53.80	9.50
2020	52000 F	E 27000	W 25000	9.00	53.90	7.90
2019	55000 C	E 28500	W 26500	9.00	54.60	7.90
2018	45500 C	E 23000	W 22500	9.00	54.50	5.20
2017	51500 C	E 26500	W 25000	9.00	51.90	3.90
2016	49000 C	E 25500	W 23500	9.00	54.10	8.00
2015	54500 C	E 28000	W 26500	9.00	54.00	9.00
2014	56500 C	E 28500	W 28000	9.00	54.20	7.00
2013	51000 C	E 25500	W 25500	9.00	53.60	7.30
2012	48500 C	E 25000	W 23500	9.00	52.20	7.00
2011	48000 C	E 25000	W 23000	9.00	52.50	6.10
2010	49500 C	E 26000	W 23500	8.35	52.69	6.10
2009	50500 C	E 25500	W 25000	8.53	53.89	5.80

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Appendix E

Turn Lane Evaluation

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:		2-lane roadway
Variable		Value
Major-road speed, mph:		30
Major-road volume (one direction), veh/h:		576
Right-turn volume, veh/h:		130

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	279
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

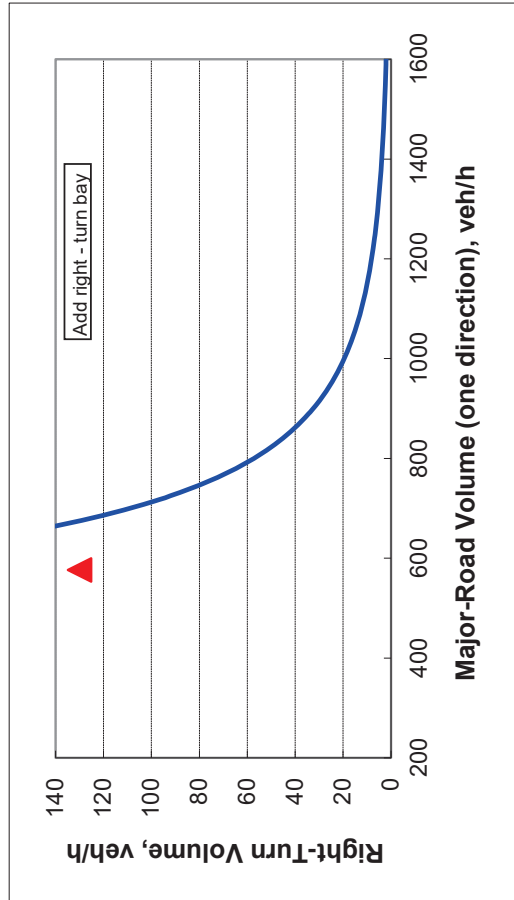
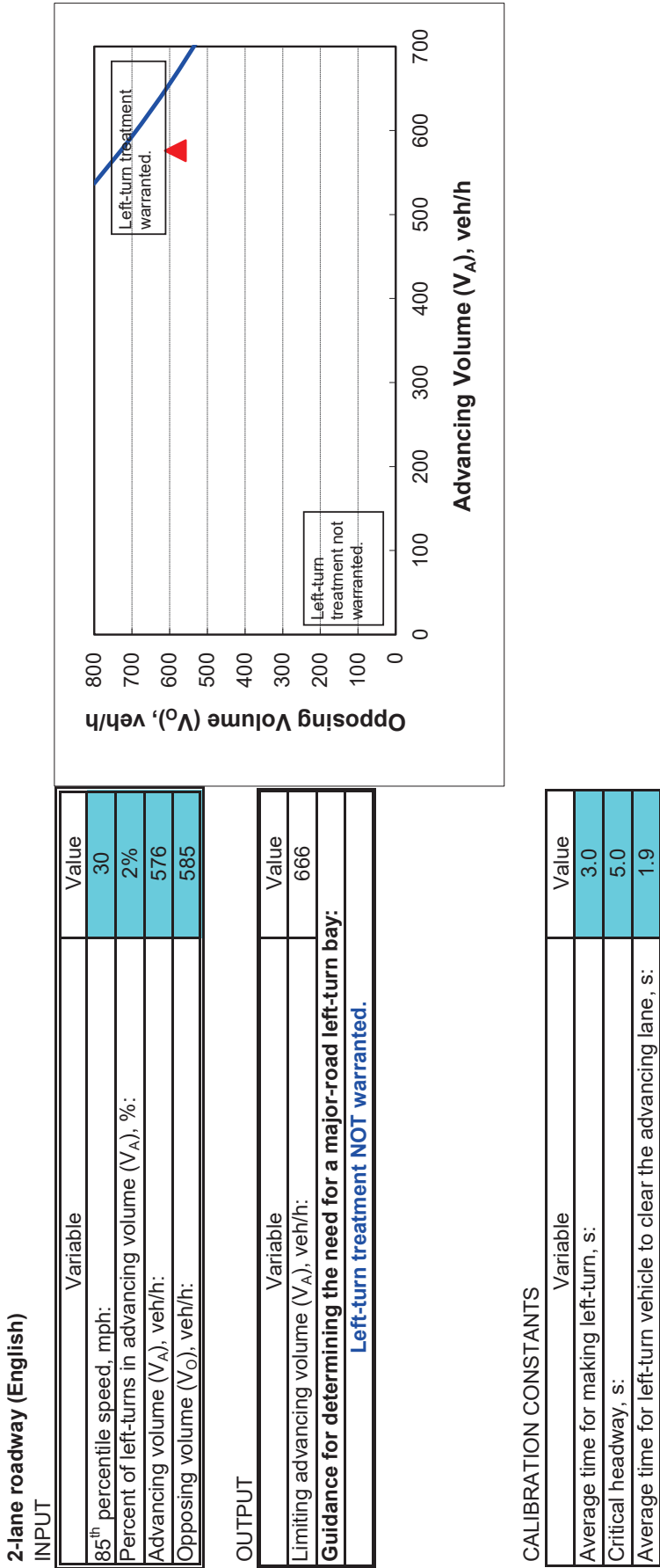


Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.



The School Board of Broward County, Florida
PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

SITE PLAN

SBBC-4096-2025

Municipality Number: TBD

Folio #: 484212530010

Deerfield Beach Mixed Use

May 29, 2026



SCAD Expiration Date: November 30, 2026

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION
SITE PLAN

PROJECT INFORMATION		NUMBER & TYPE OF PROPOSED UNITS	OTHER PROPOSED USES	STUDENT IMPACT
Date:	May 29, 2026 8:52:33	Single-Family:		Elementary: 1
Name:	Deerfield Beach Mixed Use	Townhouse:		
SBBC Project Number:	SBBC-4096-2025	Garden Apartments:		Middle: 0
County Project Number:	N/A	Mid-Rise:		
Municipality Project Number:	TBD	High-Rise:		High: 1
Owner/Developer:	City of Deerfield Beach	Mobile Home:		
Jurisdiction:	Deerfield Beach	Total:		Total: 2

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS * Capacity	Benchmark** Over/Under Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity	Cumulative Reserved Seats
Park Ridge	546	601	508	-93		84.5%	1
Deerfield Beach Middle	1,421	1,432	1,066	-366	-16	74.4%	2
Deerfield Beach High	2,494	2,613	2,046	-567	-22	78.3%	4

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Cap. Adj. Benchmark	Projected Enrollment				
				26/27	27/28	28/29	29/30	30/31
Park Ridge	509	-92	84.7%	492	474	456	437	415
Deerfield Beach Middle	1,066	-366	74.4%	1,033	995	956	916	870
Deerfield Beach High	2,050	-534	79.3%	1,983	1,909	1,835	1,758	1,670

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review. An additional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <https://www.browardschools.com/Page/34040>. The annual benchmark enrollment is taken on the Monday following Labor Day and is used to allocate individual charter school enrollment impacts against school facility review processes.

*This number represents the higher of: 100% gross capacity or 110% permanent capacity. **The first Monday following Labor Day. ***Greater than 100% exceeds the adopted Level of Service (LOS).

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2025-26 Contract Permanent Capacity	2025-26 Benchmark Enrollment	Over/(Under)	Projected Enrollment		
				27/28	28/29	29/30
Somerset Academy Key Middle	495	423	-72	423	423	423
Somerset Key High School	740	305	-435	305	305	305

PLANNED AND FUNDED CAPACITY ADDITIONS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN

School(s)	Description of Improvements
Park Ridge	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach Middle	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach High	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.

Comments

The site plan application proposes 150 high-rise units, which are anticipated to generate 2 (1 elementary, 0 middle, and 1 high) students into Broward County Public Schools. The school Concurrency Service Areas (CSA) serving the project site in the 2025/26 school year include Park Ridge Elementary, Deerfield Beach Middle and Deerfield Beach High Schools. Based on the Public School Concurrency Document (PSCPD), all three schools are currently operating below the Level of Service Standard (LOS), which is established as the higher of 100% gross capacity or 110% permanent capacity. Incorporating the cumulative students anticipated from this project as well as approved and vested developments anticipated to be built within the next three years (2025/26- 2027/28), these schools are expected to maintain their current status through the 2027/28 school year. Additionally, the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment. Charter schools located within a two-mile radius of the site in the 2025/26 school year are depicted above. Students returning, attending, or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Enrollment projections are adjusted for all elementary, middle, and high schools impacted by a charter school until the charter school reaches full enrollment status. To ensure maximum utilization of the impacted CSA, the Board may utilize school boundary changes to accommodate students generated from developments in the County. Capital Improvements scheduled in the currently Adopted District Educational Facilities Plan (DEFP), Fiscal Years 2025/26 to 2029/30 regarding pertinent impacted schools are depicted above. This application satisfies public school concurrency on the basis that there is adequate school capacity anticipated to be available to support the project as proposed. This preliminary determination shall be valid for either the end of the current school year or 180 days, whichever is greater for a maximum of 150 high-rise units, and conditioned upon final approval by the applicable governmental body. As such, this Preliminary School Capacity Availability Determination (SCAD) Letter will expire on November 30, 2026. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the preliminary SCAD, notification of final approval to the District has been provided, and/or an extension of this preliminary SCAD has been requested in writing and granted by the School District. Please be advised that the expiration of the SCAD will require the submission of a new application and fee for a new public school concurrency determination. Upon the District's receipt of sufficient evidence of final approval, which shall minimally specify the number, type, and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units, which shall ratify and commence the vesting period for the approved residential project. Please be advised that if a change is proposed to the development, which increases the number of students generated by the project, the additional students will not be considered vested for public school concurrency.
--

SBBC-4096-2025 Meets Public School Concurrency Requirements

☒ Yes ☐ No

Reviewed By:

5/29/2026

Date

Glennika D. Gordon

Signature

Glennika D. Gordon, AICP, CNU-A

Name

Planner

Title


RE: Florida Master File - Information Request (Deerfield City Center) K#12796.01

From Otwell, Caris A. <Caris.Otwell@dos.fl.gov>
Date Tue 8/11/2026 2:47 PM
To Michael Amodio <MAmodio@keithteam.com>

1 attachment (361 KB)

Map.pdf;



External (caris.otwell@dos.fl.gov)



[Graymail](#) [Spam](#) [Phish](#) [More...](#)

Good afternoon,

There are no previously recorded resources within that parcel. However, I have attached a map of my search for your reference.

Please let me know if you need anything else! Have a great day!



This record search is for informational purposes only and does **NOT** constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does **NOT** provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

Kindly,

Caris Otwell

Historical Data Analyst | Florida Master Site File

Bureau of Historic Preservation | Division of Historical Resources | Florida Department of State
 850.245.6315 | Fax: 850.245.6415 | Caris.Otwell@dos.fl.gov | dos.fl.gov/historical



FLORIDA DEPARTMENT OF STATE
Historical Resources

From: Michael Amodio <MAmodio@keithteam.com>
Sent: Tuesday, August 11, 2026 12:07 PM
To: FMSFILE <FMSFILE@dos.fl.gov>
Subject: Florida Master File - Information Request (Deerfield City Center) K#12796.01

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good Afternoon,

I am requesting confirmation of whether the below project site is identified within the Florida Master Site File for archaeological resources.

Project Name: Deerfield City Center

Project Address: 1045 SW 11 WAY DEERFIELD BEACH FL 33441

The subject property consists of the following parcels:

- [484212530010](#)
- [484212530020](#)



An aerial map depicting the project boundary is attached for reference.

Please let me know if any archaeological sites, historic resources, or related concerns have been documented on or adjacent to the property.

Thank you for your time and assistance.



Michael Amodio, AICP
Principal Planner, Associate
Office: 954.788.3400
Email: MAmodio@keithteam.com
www.KEITHteam.com

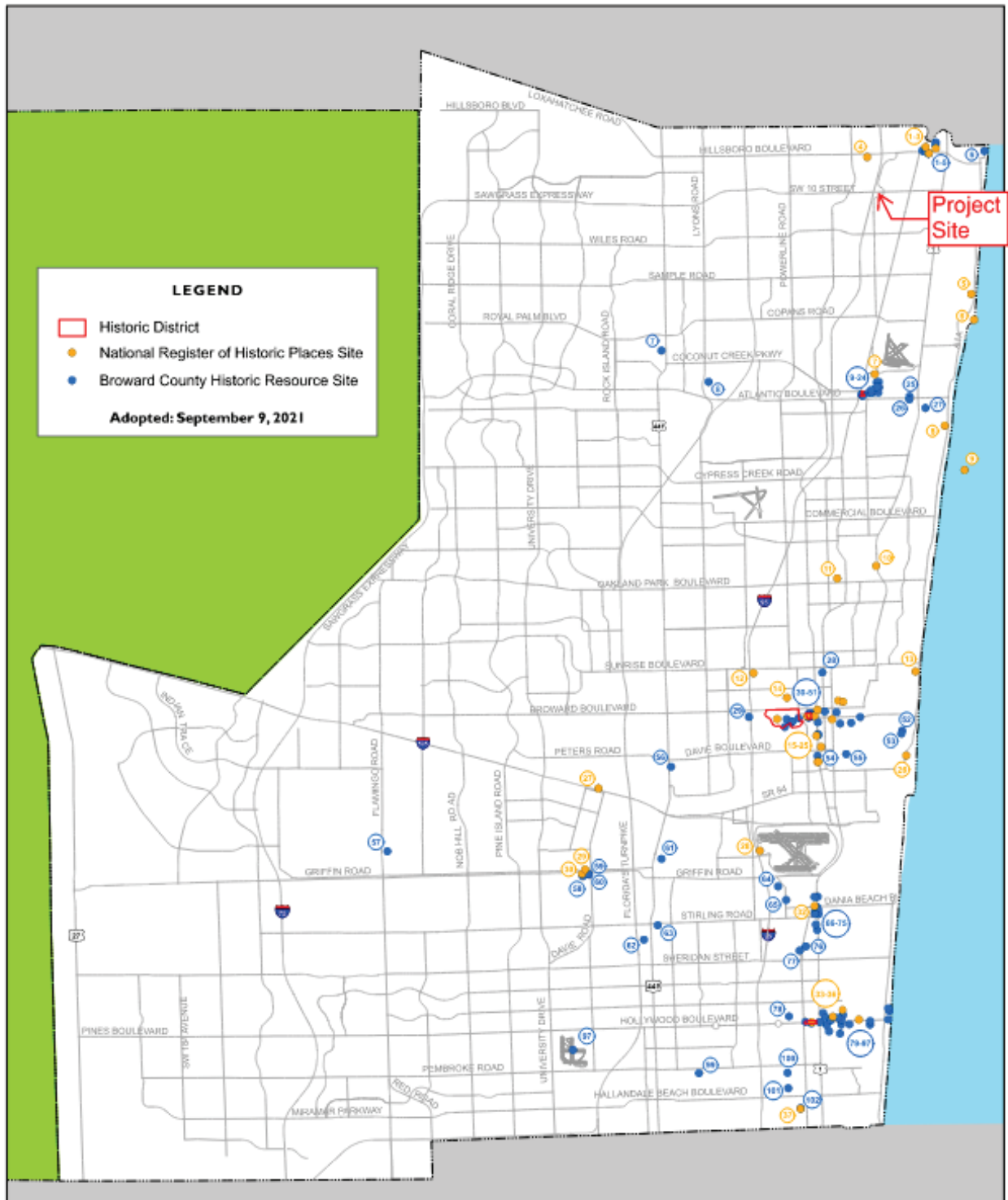


SW 10th St
SW 11th Way
SW 11th Ct

BROWARD COUNTY LAND USE PLAN NATURAL RESOURCE MAP SERIES



Cultural Resources/Local Areas of Particular Concern - Historic Sites



SOURCES

National Park Service, National Register of Historic Places, Florida Department of State, Florida Division of Historical Resources, Broward County Planning and Development Management Division

This is a generalized map. This map should not be used to determine parcel boundaries or limits of depicted items. Please contact the Broward County Planning Council office at 954.357.6695 regarding questions pertaining to parcel boundaries or limits.

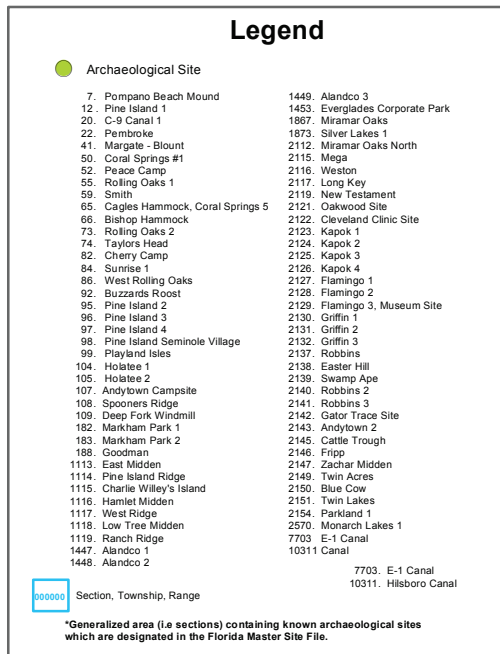


EXHIBIT 'I' BCLUP Historic Sites Map

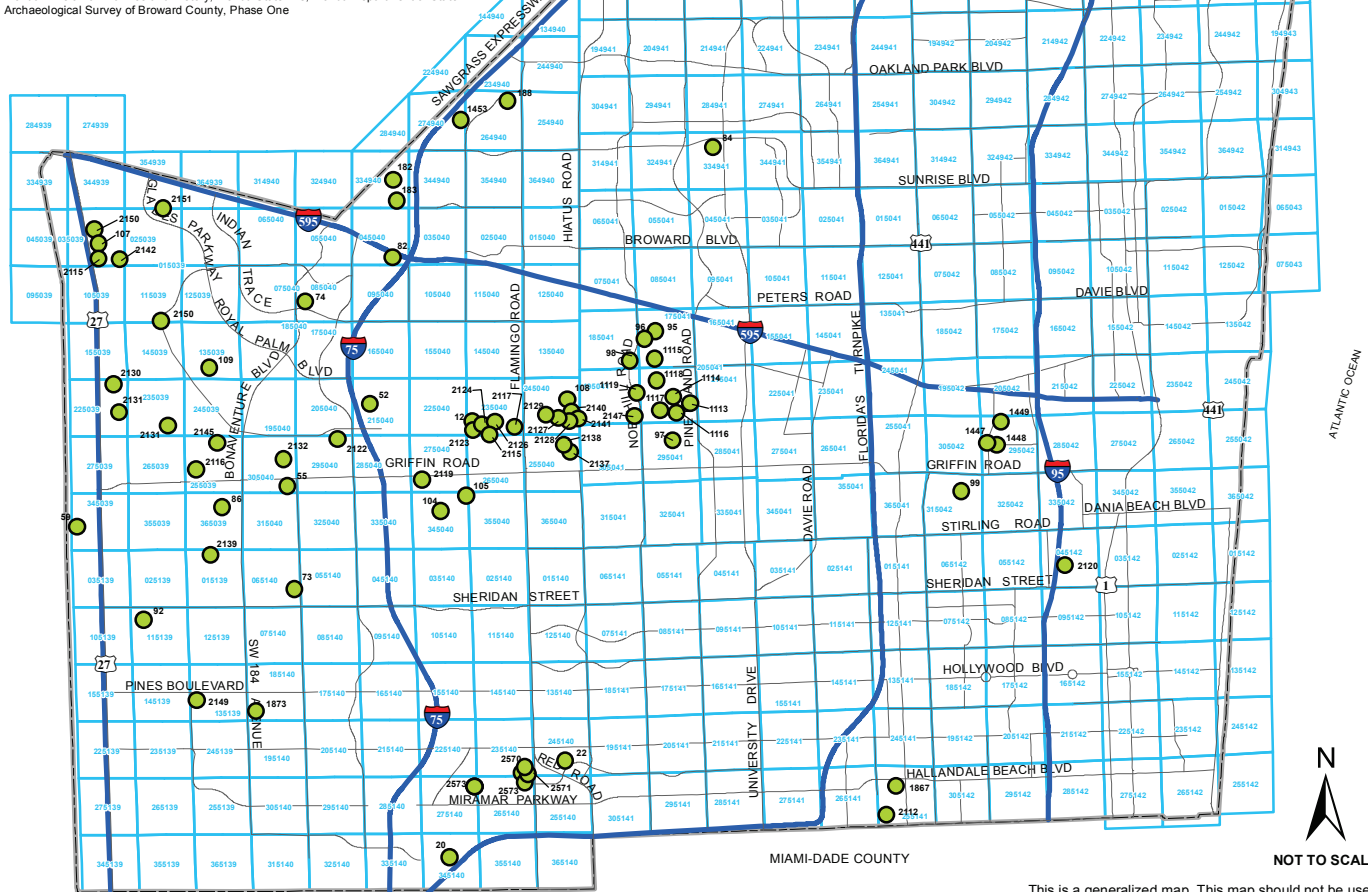


BROWARD COUNTY LAND USE PLAN

Archaeological Sites



Source:
Florida Division of Archives and History, Florida State File, Florida Department of State
Archaeological Survey of Broward County, Phase One





Limited Phase II Subsurface Investigation Report

REPORT DATE: April 25, 2023

SITE INFORMATION

1045 SW 11th Way
Deerfield Beach, Broward County, Florida 33441

PROJECT INFORMATION

AEI Project No. 477000

PREPARED FOR

Hensel Phelps
888 SE 3rd Avenue, Suite 200
Fort Lauderdale, Florida 33316

PREPARED BY

AEI Consultants
333 Camino Gardens Boulevard, Suite 203
Boca Raton, Florida 33432

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FIGURES

Figure 1 Site Map

TABLES

Table 1 Soil Sample Data Summary
Table 2 Groundwater Sample Data Summary

APPENDICES

Appendix A Geophysical Survey Report
Appendix B Boring Logs

April 25, 2023

Mr. Cory Olson
Hensel Phelps
888 SE 3rd Avenue, Suite 200
Fort Lauderdale, Florida 33316

Subject: Limited Phase II Subsurface Investigation
1045 SW 11th Way
Deerfield Beach, Florida 33441
AEI Project No. 477000

Dear Mr. Olson,

This report presents the results of the Limited Phase II Subsurface Investigation (Phase II) performed by AEI Consultants (AEI) at 1045 SW 11th Way, Deerfield Beach, Florida ("the Site"). The investigation was completed in general accordance with the scope of services outlined in our proposal dated February 21, 2023 (AEI Proposal Number 89474), which was subsequently authorized on March 29, 2023.

As described herein, the results of the investigation did not indicate evidence of contamination in soil or groundwater at concentrations greater than their corresponding, most-stringent applicable standards. Therefore, AEI does not recommend any further investigation at this time. Details regarding the limited Phase II Investigation and findings are provided in the following sections.

Sincerely,



Jackie Diaz-Sua
Senior Project Manager
333 Camino Gardens Boulevard, Suite 203
Boca Raton, Florida 33432
Phone: (954) 966-1746

1.0 SITE DESCRIPTION

The Site is located on the southwest side of the intersection of SW 10th Street and SW 11th Way (also known as FAU Research Park Boulevard) in Deerfield Beach, Florida. According to information obtained from the Broward County Property Appraiser, the Site consists of 3.75 acres of land. The Site is currently unimproved, vacant land, consisting of mowed natural vegetation. The location of the Site is shown on Figure 1.

The ground surface at the Site and nearby properties appeared to be relatively flat and is situated at an elevation approximately 14 feet above mean sea level. According to the information obtained from the Florida Department of Environmental Protection (FDEP) for surrounding area, groundwater was expected to be encountered from a depth of approximately 6-8 feet below ground surface (bgs) and groundwater flow direction beneath the Site is inferred to flow towards the Atlantic Ocean to the east.

Refer to Section 4.1 below for additional information on the Site subsurface conditions.

2.0 BACKGROUND

AEI was not provided any previous environmental reports for the Site and AEI was unaware of any known environmental concerns associated with the Site. AEI was requested to perform general subsurface sampling at the Site prior to proposed development. Therefore, AEI created a general subsurface investigation scope with the approach for six scattered boring locations on the Site with limited soil and groundwater samples. Additional environmental concerns may be present which may not be fully addressed during this investigation.

3.0 INVESTIGATION EFFORTS

As noted above, AEI created a general subsurface investigation scope with the approach for six scattered soil boring locations on the Site with limited soil and groundwater samples. The boring locations are shown on Figure 1. The completed Site activities are summarized below.

3.1 Health and Safety Plan

A site-specific health and safety plan was prepared, reviewed by on-site personnel, and kept on the Site for the duration of the fieldwork.

3.2 Permitting and Utility Clearance

Drilling permits were not required for this investigation.

The public underground utility locator Sunshine 811 was notified who, in turn, notified subscribing utility companies of the planned investigation work for underground utility locations to be marked along the ground surface around the Site boundaries and proposed boring locations, where accessible.

3.3 Drilling and Soil Sample Collection

On April 12, 2023, six exploratory soil borings/temporary wells (SB-1 through SB-6) were advanced at the locations shown on Figure 1. The borings were advanced by Enviroprobe Services, Inc. (ESI) of Pompano Beach, Florida using a direct push (DP) track-mounted drill rig. As no specific areas of concern were identified, the borings were spread throughout the Site. The soil borings were advanced to a depth of 15 feet below ground surface (bgs).

3.3.1 Soil Logging and Sample Collection

The soil borings were evaluated throughout their entire depths for the purposes of lithologic logging, field screening, and selecting discrete soil samples for laboratory analyses. The soil samples from borings were obtained using a single-walled coring system with approximately 2.25 inches and 5 feet in length containing plastic liners. The coring system was connected to 1-inch diameter, flush-jointed drill rod that was hydraulically driven (pushed) by the rig to each target sample depth. Upon retrieval from each sample depth interval, the coring system was opened, and the liners were removed and cut for visual inspection and lithologic logging purposes. Recovered soil samples were examined for soil classification and described on detailed boring log in general conformance with the Unified Soil Classification System. The boring logs are presented in Appendix A.

Headspace screening of the soils was performed with a photo-ionization detector (PID) equipped with an electrodeless ultraviolet lamp designed for detection of the organic vapors of concern. The PID was calibrated by the rental company and the calibration checked in the field before use. Using a decontaminated stainless-steel spoon, knife or other appropriate device, a longitudinal score deep enough to expose a porous surface the length of the core or very small divots at six-inch intervals to were made to expose a porous surface. Simultaneously, the PID probe was placed immediately above the opened area being careful not to touch the sample and moved slowly above the lateral scoring. The resultant PID measurements of the organic vapors were reported in parts per million (ppm) in comparison to the approximate depth

below ground surface (bgs). The PID measurements were then recorded in the boring logs that are presented in Appendix B.

Discrete soil samples were collected for potential laboratory analysis from 12-inch depth interval(s) that represent the highest likelihood for contamination based on the field screening results. As no impacts were noted during the field screening, all soil samples were collected from the interval just above the observed groundwater table. After sealing, each sample was labeled with the project name, project number, boring number, sample depth, and sampling date/time of sampling, and each sample was entered onto chain-of-custody documentation for transportation to a State of Florida-certified laboratory for analysis, and was placed into an insulated, shipping container with ice.

The chain-of-custody documentation and analytical laboratory report is included in Appendix B.

3.4 Groundwater Sample Collection

On April 12, 2023, a temporary groundwater monitoring well was installed in each of the boring locations to facilitate collection of groundwater samples. The temporary well materials consisted of one-inch diameter polyvinyl chloride 0.010-slotted screen that was installed into the borehole to facilitate groundwater infiltration and groundwater sample collection from the borings. The temporary well materials were pushed past the base of the boreholes to a depth of 18 feet bgs in order to allow better groundwater infiltration. Groundwater samples were collected from each boring location.

Based on the observed rates of recharge in the temporary well points, limited purging of water from the boreholes was completed prior to sample collection. Groundwater samples were collected using a peristaltic pump and disposable tubing and placed into laboratory provided containers containing preservative appropriate for the intended analysis. The collected sample containers were sealed, labeled with a unique identifier, and placed in an insulated shipping container with ice. Chain-of-custody documentation was prepared and accompanied the groundwater sample to the analytical laboratory.

3.5 Boring Abandonment

Following completion of field activities, removal of well/probe construction material, and tooling, the boring locations were backfilled with borehole cuttings that were free of gross contamination.

3.6 Decontamination Procedures and Investigation-Derived Waste

AEI personnel wore disposable Nitrile gloves during sample collection and changed gloves prior to and between each sample collection. Down-hole equipment including sampling tubes, samplers, and hand tools were decontaminated prior to drilling each boring and/or were dedicated to a single boring.

No investigation-derived waste requiring disposal or characterization was generated during the field activities.

3.7 Laboratory Analysis

The soil and groundwater samples were transferred under appropriate chain-of-custody documentation to Pace Analytical of Pompano Beach, Florida. Laboratory analytical documentation is provided in Appendix B.

Laboratory analysis of six soil samples and six groundwater samples consisted of the following:

- Volatile Organic Compounds (VOCs) using US EPA Testing Method 8260
- Polycyclic Aromatic Hydrocarbons (PAHs) using US EPA Testing Method 8270
- Total Recoverable Petroleum Hydrocarbons (TRPH) using Testing Method FL-PRO

No further sample analyses were conducted as part of this investigation.

4.0 FINDINGS

The findings of this investigation are summarized below.

4.1 Subsurface Conditions and Field Screening

Subsurface conditions observed during the drilling activities of the borings indicated that soils underlying the Site consisted primarily of sands to a depth of 15 feet, a total depth of this investigation. DP refusal was not encountered during drilling activities. Groundwater was encountered at approximately 14 feet bgs in each of the soil borings except for SB-3 where groundwater was encountered at approximately nine feet bgs.

There was no visual or olfactory evidence (i.e., soil discoloration, odor) of potentially impacted soils observed in soils that were recovered during drilling activities. No PID readings above background levels were recorded.

4.2 Analytical Results

For the purpose of providing context to the data obtained during this investigation, analytical results are compared to available regulatory screening levels. The Florida Department of Environmental Protection (FDEP) has the responsibility for overseeing soil and groundwater cleanups which are managed under a variety of different regulatory programs. The FDEP utilizes the groundwater and soil cleanup target levels (GCTLs and SCTLs, respectively) identified in Table I and Table II, respectively, Chapter 62-777, Florida Administrative Code (Chapter 62-777, F.A.C.). Groundwater results are also compared to the Natural Attenuation Default Source Concentrations (NADCs) specified in Table V Chapter 62-777, F.A.C. The NADCs are used to evaluate whether constituent concentrations exceed levels that would be expected to naturally attenuate below the GCTLs without active remediation. Site investigation work for regulatory submittals is governed by Chapter 62-780, F.A.C. The soil results of this investigation were reviewed and compared to the Direct Exposure SCTLs for commercial/industrial and residential properties and the Leachability to Groundwater SCTLs. The groundwater results of this investigation were reviewed and compared to the GCTLs and NADCs.

4.2.1 Soil Sample Analytical Results

Table 1 presents a summary of the soil sample analytical results. The analytical results can be summarized as follows:

- Acetone (a common laboratory contaminant) was detected in three of the soil samples at concentrations well below the SCTLs.

No other VOCs, PAHs, or TRPH were detected in any of the soil samples above the laboratory method detection limits.

4.2.2 Groundwater Sample Analytical Results

Table 2 presents a summary of the groundwater sample results. The analytical results can be summarized as follows:

- Several PAHs, including: acenaphthene, fluorene, 1-methylnaphthalene, 2-methylnaphthalene, phenanthrene, and naphthalene, were detected in sample TW-2 and 2-methylnaphthalene was also detected in sample TW-6. The detected concentrations in the groundwater samples were well below their respective GCTLs and NADCs.

No other VOCs, PAHs, or TRPH were detected in any of the groundwater samples above the laboratory method detection limits.

5.0 SUMMARY AND CONCLUSIONS

AEI completed a Limited Phase II Subsurface Investigation at the Site to perform general subsurface sampling at the Site. AEI was not provided any previous environmental reports for the Site and AEI was unaware of any environmental concerns associated with the Site. AEI created a general subsurface investigation scope with the approach for six scattered boring locations on the Site with limited soil and groundwater samples. The investigation results can be summarized as follows:

- Acetone (a common laboratory contaminant) was detected in three of the soil samples at concentrations well below the SCTLs. No other VOCs, PAHs, or TRPH were detected in any of the soil samples above the laboratory method detection limits.
- Several PAHs, including: acenaphthene, fluorene, 1-methylnaphthalene, 2-methylnaphthalene, phenanthrene, and naphthalene, were detected in groundwater sample TW-2 and 2-methylnaphthalene was also detected in groundwater sample TW-6. The detected concentrations in the groundwater samples were well below their respective GCTLs and NADCs. No other VOCs, PAHs, or TRPH were detected in any of the groundwater samples above the laboratory method detection limits. It should be noted that a common source of PAHs is emissions from vehicles and major roadways are thus a source of PAHs in the environment. Groundwater sample TW-2 was located approximately 200 feet from the Interstate 95 entrance/exit ramp, which may be the source of the low levels of PAHs detected in this sample.

Based on the lack of elevated VOCs, PAHs, and TRPH detected in the soil and groundwater samples collected, it appears that the Site has not been significantly impacted by these contaminants in the areas sampled. Based on this information, AEI does not recommend any further investigation at this time.

It should be noted that since AEI was not provided with any previous environmental documents, unknown additional environmental concerns may be present which may not have been fully addressed during this investigation.

6.0 REFERENCES

Chapter 62-777, Florida Administrative Code (Chapter 62-777, F.A.C.), Tables I, II and V. April 2005

7.0 REPORT LIMITATIONS AND RELIANCE

This report presents a summary of work completed by AEI Consultants. The completed work includes observations and descriptions of site conditions encountered. Where appropriate, it includes analytical results for samples taken during the course of the work. The number and location of samples are chosen to provide the requested information, subject to scope of work for which AEI was retained and limitations inherent in this type of work, but it cannot be assumed that they are representative of areas not sampled. This report should not be regarded as a guarantee that no further contamination beyond that which could have been detected within the scope of this investigation is present beneath the Site. Undocumented, unauthorized releases of hazardous material, the remains of which are not readily identifiable by visual inspection and are of different chemical constituents, are difficult and often impossible to detect within the scope of a chemical specific investigation.

Any conclusions and/or recommendations are based on these analyses and observations, and the governing regulations. Conclusions beyond those stated and reported herein should not be inferred from this document. These services were performed in accordance with generally accepted practices, in the environmental engineering and construction field, which existed at the time and location of the work. No other warranty, either expressed or implied, has been made.

This investigation was prepared for the sole use and benefit of Hensel Phelps. Both verbal and written, whether in draft or final, are for the benefit of Hensel Phelps. This report has no other purpose and may not be relied upon by any other person or entity without the written consent of AEI. Either verbally or in writing, third parties may come into possession of this report or all or part of the information generated as a result of this work. In the absence of a written agreement with AEI granting such rights, no third parties shall have rights of recourse or recovery whatsoever under any course of action against AEI, its officers, employees, vendors, successors or assigns. Reliance is provided in accordance with AEI's Proposal and Standard Terms & Conditions executed by Hensel Phelps. The limitation of liability defined in the Terms and Conditions is the aggregate limit of AEI's liability to the client and all relying parties.

If there are any questions regarding our investigation, please do not hesitate to contact Jackie Diaz at 561-212-0210, or the undersigned.

Sincerely,
AEI Consultants



Ben Friedman
Project Scientist II



Michael Meares
Senior Geologist I

FIGURES



LEGEND

- Approximate Site Boundary
- ⊕ Proposed Soil Boring/Temporary Well Location



SITE MAP



1045 SW 11th Way
Deerfield Beach, Florida 33441

FIGURE 1
Project Number 477000

TABLES

TABLE 1: SOIL SAMPLE DATA SUMMARY
1045 SW 11th Way, Deerfield Beach, Florida
AEI Project No. 477000

	Sample ID Date Depth	SB-1 4/12/2023 12-13 (feet bgs)	SB-2 4/12/2023 12-13 (feet bgs)	SB-3 4/12/2023 8-9 (feet bgs)	SB-4 4/12/2023 12-13 (feet bgs)	SB-5 4/12/2023 12-13 (feet bgs)	SB-6 4/12/2023 12-13 (feet bgs)	Comparison Value(s):		
								FDEP SCTL Leachability	FDEP SCTL Direct Exposure Residential	FDEP SCTL Direct Exposure Ind/Com
TRPH via FL-PRO Method	mg/kg	5.5 U	5.8 U	5.8 U	5.7 U	5.4 U	5.8 U	(mg/kg) 340	(mg/kg) 460	(mg/kg) 2700
VOCs by US EPA Method 8260										
Acetone	mg/kg	0.0093 U	0.0099 U	0.013 I	0.0098 U	0.0096 I	0.013 I	25	11000	68000
All Other VOCs	mg/kg	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	Various	Various	Various
PAHs by US EPA Method 8270										
All PAHs	mg/kg	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	Various	Various	Various

Notes:

mg/kg
 ft bgs
 MDL
 PQL
 I
 U
 SCTL
 US EPA
 FDEP
 Ind/Com
 TRPH
 FL-PRO
 VOCs
 PAHs

Milligrams per kilogram
 Feet below ground surface
 Laboratory method detection limit
 Laboratory practical quantitation limit
 Estimated value detected below the PQL
 Not detected above the MDL, the number shown is the MDL
 Soil Cleanup Target Levels
 United States Environmental Protection Agency
 Florida Department of Environmental Protection
 Industrial/Commercial
 Total Recoverable Petroleum Hydrocarbons
 Florida Petroleum Residual Organic Method
 Volatile Organic Compounds
 Polycyclic Aromatic Hydrocarbons

TABLE 2: GROUNDWATER SAMPLE DATA SUMMARY
1045 SW 11th Way, Deerfield Beach, Florida
AEI Project No. 477000

	Sample ID Date	TW-1 4/12/2023	TW-2 4/12/2023	TW-3 4/12/2023	TW-4 4/12/2023	TW-5 4/12/2023	TW-6 4/12/2023	Comparison Value(s):	
								FDEP GCTL (µg/L)	FDEP NADC (µg/L)
TRPH by FL PRO Method	µg/L	750 U	790 U	750 U	750 U	760 U	750 U	5,000	50,000
VOCs by US EPA Method 8260B									
All VOCs	µg/L	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	Various	Various
PAHs via US EPA Method 8270									
Acenaphthene	µg/L	0.017 U	0.62 I	0.19 U	0.017 U	0.19 U	0.018 U	20	200
Fluorene	µg/L	0.015 U	0.69 I	0.17 U	0.016 U	0.17 U	0.016 U	280	2,800
1-Methylnaphthalene	µg/L	0.035 U	0.61 I	0.39 U	0.035 U	0.39 U	0.036 U	28	280
2-Methylnaphthalene	µg/L	0.062 U	1.7 I	0.68 U	0.063 U	0.68 U	0.083 I	28	280
Phenanthrene	µg/L	0.017 U	0.57 I	0.19 U	0.017 U	0.19 U	0.018 U	210	2,100
Naphthalene	µg/L	0.26 U	4.1 I	2.9 U	0.27 U	2.9 U	0.27 U	14	140
All Other PAHs	µg/L	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	Various	Various

Notes:

µg/L	Micrograms per liter
MDL	Laboratory method detection limit
PQL	Laboratory practical quantitation limit
I	Estimated value detected below the PQL
U	Not detected above the MDL, the number shown is the MDL
TRPH	Total Recoverable Petroleum Hydrocarbons
PRO Method	Petroleum Residual Organic Method
US EPA	United States Environmental Protection Agency
FDEP	Florida Department of Environmental Protection
GCTL	Groundwater Cleanup Target Level
NADC	Natural Attenuation Default Concentration
VOCs	Volatile Organic Compounds
PAHs	Polycyclic Aromatic Hydrocarbons

APPENDIX A

Boring Logs



AEI Consultants
2500 Camino Diablo
Walnut Creek, CA 94596
Telephone: 925-746-6000
Fax: 925-746-6099

BORING NUMBER SB-6

PAGE 1 OF 1

CLIENT Hensel Phelps **PROJECT NAME** 1045 SW 11th Way
PROJECT NUMBER 477000 **PROJECT LOCATION** Deerfield Beach, Florida 33441
DATE STARTED 4/12/23 **COMPLETED** 4/12/23 **GROUND ELEVATION** _____ **HOLE SIZE** 2.25 inches
DRILLING CONTRACTOR Enviroprobe **GROUND WATER LEVELS:**
DRILLING METHOD Direct Push **AT TIME OF DRILLING** ---
LOGGED BY Ben Friedman **CHECKED BY** Michael Meares **AT END OF DRILLING** ---
NOTES _____ **AFTER DRILLING** ---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS	PID DATA (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	COMPLETION
0						
					0.3 Topsoil	
			0		White fine sand, dry, no odor (SW)	
			0			
			0			
5			0			
			0			
			0			
			0			
			0			
			0			
10			0		9.0 Dark brown fine sand, dry, no odor (SW)	
			0			
			0			
			0			
	SB-6		0		13.0 Brown-tan fine sand, wet, no odor (SW)	
			0			
15					15.0 Bottom of borehole at 15.0 feet.	

Well pushed down an additional 3 feet past base of boring

APPENDIX B

Laboratory Analytical Reports

April 20, 2023

Ben Friedman
AEI Consultants
333 Camino Gardens Boulevard
Suite 203
Boca Raton, FL 33432

RE: Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Dear Ben Friedman:

Enclosed are the analytical results for sample(s) received by the laboratory on April 12, 2023. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Ormond Beach

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Lori Palmer
lori.palmer@pacelabs.com
813-855-1844
Project Manager

Enclosures



REPORT OF LABORATORY ANALYSIS

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CERTIFICATIONS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Pace Analytical Services Ormond Beach

8 East Tower Circle, Ormond Beach, FL 32174

Alaska DEC- CS/UST/LUST

Alabama Certification #: 41320

Colorado Certification: FL NELAC Reciprocity

Connecticut Certification #: PH-0216

Delaware Certification: FL NELAC Reciprocity

Florida Certification #: E83079

Georgia Certification #: 955

Guam Certification: FL NELAC Reciprocity

Hawaii Certification: FL NELAC Reciprocity

Illinois Certification #: 200068

Indiana Certification: FL NELAC Reciprocity

Kansas Certification #: E-10383

Kentucky Certification #: 90050

Louisiana Certification #: FL NELAC Reciprocity

Louisiana Environmental Certificate #: 05007

Maine Certification #: FL01264

Maryland Certification: #346

Massachusetts Certification #: M-FL1264

Michigan Certification #: 9911

Mississippi Certification: FL NELAC Reciprocity

Missouri Certification #: 236

Montana Certification #: Cert 0074

Nebraska Certification: NE-OS-28-14

New Hampshire Certification #: 2958

New Jersey Certification #: FL022

New York Certification #: 11608

North Carolina Environmental Certificate #: 667

North Carolina Certification #: 12710

North Dakota Certification #: R-216

Ohio DEP 87780

Oklahoma Certification #: D9947

Pennsylvania Certification #: 68-00547

Puerto Rico Certification #: FL01264

South Carolina Certification: #96042001

Tennessee Certification #: TN02974

Texas Certification: FL NELAC Reciprocity

US Virgin Islands Certification: FL NELAC Reciprocity

Virginia Environmental Certification #: 460165

West Virginia Certification #: 9962C

Wisconsin Certification #: 399079670

Wyoming (EPA Region 8): FL NELAC Reciprocity

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SAMPLE SUMMARY

Project: AEI Project# 477000,PO # 332 *

Pace Project No.: 35792069

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35792069001	SB-1	Solid	04/12/23 08:15	04/12/23 11:48
35792069002	SB-2	Solid	04/12/23 09:00	04/12/23 11:48
35792069003	SB-3	Solid	04/12/23 09:30	04/12/23 11:48
35792069004	SB-4	Solid	04/12/23 10:00	04/12/23 11:48
35792069005	SB-5	Solid	04/12/23 11:00	04/12/23 11:48
35792069006	SB-6	Solid	04/12/23 10:25	04/12/23 11:48
35792069007	TW-1	Water	04/12/23 08:45	04/12/23 11:48
35792069008	TW-2	Water	04/12/23 09:15	04/12/23 11:48
35792069009	TW-3	Water	04/12/23 09:45	04/12/23 11:48
35792069010	TW-4	Water	04/12/23 10:10	04/12/23 11:48
35792069011	TW-5	Water	04/12/23 10:45	04/12/23 11:48
35792069012	TW-6	Water	04/12/23 11:10	04/12/23 11:48

REPORT OF LABORATORY ANALYSIS

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SAMPLE ANALYTE COUNT

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35792069001	SB-1	FL-PRO	NCB1	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069002	SB-2	FL-PRO	NCB1	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069003	SB-3	FL-PRO	NCB1	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069004	SB-4	FL-PRO	NCB1	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069005	SB-5	FL-PRO	PKC	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069006	SB-6	FL-PRO	PKC	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069007	TW-1	FL-PRO	NCB1	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
35792069008	TW-2	FL-PRO	PKC	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
35792069009	TW-3	FL-PRO	NCB1	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
35792069010	TW-4	FL-PRO	NCB1	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
35792069011	TW-5	FL-PRO	PKC	3	PASI-O

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SAMPLE ANALYTE COUNT

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35792069012	TW-6	EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
		FL-PRO	NCB1	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O

PASI-O = Pace Analytical Services - Ormond Beach

REPORT OF LABORATORY ANALYSIS

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SUMMARY OF DETECTION

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Lab Sample ID Method	Client Sample ID Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35792069001	SB-1					
ASTM D2974-87	Percent Moisture	5.9	%	0.10	04/13/23 09:00	
35792069002	SB-2					
ASTM D2974-87	Percent Moisture	11.3	%	0.10	04/13/23 09:00	
35792069003	SB-3					
EPA 8260	Acetone	0.013 l	mg/kg	0.051	04/13/23 14:02	
ASTM D2974-87	Percent Moisture	11.2	%	0.10	04/13/23 09:00	
35792069004	SB-4					
ASTM D2974-87	Percent Moisture	9.4	%	0.10	04/13/23 09:00	
35792069005	SB-5					
EPA 8260	Acetone	0.0096 l	mg/kg	0.049	04/13/23 14:49	
ASTM D2974-87	Percent Moisture	5.7	%	0.10	04/13/23 09:00	
35792069006	SB-6					
EPA 8260	Acetone	0.013 l	mg/kg	0.058	04/13/23 15:12	
ASTM D2974-87	Percent Moisture	12.4	%	0.10	04/13/23 09:00	
35792069008	TW-2					
EPA 8270 by SIM	Acenaphthene	0.62 l	ug/L	5.0	04/17/23 09:27	
EPA 8270 by SIM	Fluorene	0.69 l	ug/L	5.0	04/17/23 09:27	
EPA 8270 by SIM	1-Methylnaphthalene	0.61 l	ug/L	20.0	04/17/23 09:27	
EPA 8270 by SIM	2-Methylnaphthalene	1.7 l	ug/L	20.0	04/17/23 09:27	
EPA 8270 by SIM	Naphthalene	4.1 l	ug/L	20.0	04/17/23 09:27	
EPA 8270 by SIM	Phenanthrene	0.57 l	ug/L	5.0	04/17/23 09:27	
35792069012	TW-6					
EPA 8270 by SIM	2-Methylnaphthalene	0.083 l	ug/L	1.9	04/17/23 10:48	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-1 **Lab ID: 35792069001** Collected: 04/12/23 08:15 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.5	U	mg/kg	6.4	5.5	1	04/13/23 06:45	04/13/23 15:02	
Surrogates									
o-Terphenyl (S)	73	%	66-136		1	04/13/23 06:45	04/13/23 15:02	84-15-1	
N-Pentatriacontane (S)	87	%	42-159		1	04/13/23 06:45	04/13/23 15:02	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.017	U	mg/kg	0.038	0.017	1	04/13/23 10:21	04/17/23 12:58	83-32-9
Acenaphthylene	0.0056	U	mg/kg	0.036	0.0056	1	04/13/23 10:21	04/17/23 12:58	208-96-8
Anthracene	0.0049	U	mg/kg	0.038	0.0049	1	04/13/23 10:21	04/17/23 12:58	120-12-7
Benzo(a)anthracene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 12:58	56-55-3
Benzo(a)pyrene	0.0089	U	mg/kg	0.036	0.0089	1	04/13/23 10:21	04/17/23 12:58	50-32-8
Benzo(b)fluoranthene	0.0095	U	mg/kg	0.036	0.0095	1	04/13/23 10:21	04/17/23 12:58	205-99-2
Benzo(g,h,i)perylene	0.0090	U	mg/kg	0.036	0.0090	1	04/13/23 10:21	04/17/23 12:58	191-24-2
Benzo(k)fluoranthene	0.0095	U	mg/kg	0.036	0.0095	1	04/13/23 10:21	04/17/23 12:58	207-08-9
Chrysene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 12:58	218-01-9
Dibenz(a,h)anthracene	0.0083	U	mg/kg	0.036	0.0083	1	04/13/23 10:21	04/17/23 12:58	53-70-3
Fluoranthene	0.012	U	mg/kg	0.036	0.012	1	04/13/23 10:21	04/17/23 12:58	206-44-0
Fluorene	0.013	U	mg/kg	0.039	0.013	1	04/13/23 10:21	04/17/23 12:58	86-73-7
Indeno(1,2,3-cd)pyrene	0.0082	U	mg/kg	0.036	0.0082	1	04/13/23 10:21	04/17/23 12:58	193-39-5
1-Methylnaphthalene	0.0059	U	mg/kg	0.042	0.0059	1	04/13/23 10:21	04/17/23 12:58	90-12-0
2-Methylnaphthalene	0.0056	U	mg/kg	0.041	0.0056	1	04/13/23 10:21	04/17/23 12:58	91-57-6
Naphthalene	0.013	U	mg/kg	0.037	0.013	1	04/13/23 10:21	04/17/23 12:58	91-20-3
Phenanthrene	0.0051	U	mg/kg	0.036	0.0051	1	04/13/23 10:21	04/17/23 12:58	85-01-8
Pyrene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 12:58	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	54	%	24-98		1	04/13/23 10:21	04/17/23 12:58	4165-60-0	
2-Fluorobiphenyl (S)	61	%	29-101		1	04/13/23 10:21	04/17/23 12:58	321-60-8	
p-Terphenyl-d14 (S)	82	%	29-112		1	04/13/23 10:21	04/17/23 12:58	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0014	U	mg/kg	0.0052	0.0014	1	04/12/23 12:00	04/13/23 12:28	71-55-6
1,1,2,2-Tetrachloroethane	0.00064	U	mg/kg	0.0052	0.00064	1	04/12/23 12:00	04/13/23 12:28	79-34-5
1,1,2-Trichloroethane	0.00062	U	mg/kg	0.0052	0.00062	1	04/12/23 12:00	04/13/23 12:28	79-00-5
1,1-Dichloroethane	0.0010	U	mg/kg	0.0052	0.0010	1	04/12/23 12:00	04/13/23 12:28	75-34-3
1,1-Dichloroethene	0.0026	U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	75-35-4
1,1-Dichloropropene	0.0027	U	mg/kg	0.0052	0.0027	1	04/12/23 12:00	04/13/23 12:28	563-58-6
1,2,4-Trimethylbenzene	0.0012	U	mg/kg	0.0052	0.0012	1	04/12/23 12:00	04/13/23 12:28	95-63-6
1,2-Dichlorobenzene	0.00080	U	mg/kg	0.0052	0.00080	1	04/12/23 12:00	04/13/23 12:28	95-50-1
1,2-Dichloroethane	0.00081	U	mg/kg	0.0052	0.00081	1	04/12/23 12:00	04/13/23 12:28	107-06-2

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-1 **Lab ID: 35792069001** Collected: 04/12/23 08:15 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.00097 U	mg/kg	0.0052	0.00097	1	04/12/23 12:00	04/13/23 12:28	78-87-5	
1,3,5-Trimethylbenzene	0.0014 U	mg/kg	0.0052	0.0014	1	04/12/23 12:00	04/13/23 12:28	108-67-8	
1,3-Dichlorobenzene	0.00096 U	mg/kg	0.0052	0.00096	1	04/12/23 12:00	04/13/23 12:28	541-73-1	
1,3-Dichloropropane	0.00089 U	mg/kg	0.0052	0.00089	1	04/12/23 12:00	04/13/23 12:28	142-28-9	
1,4-Dichlorobenzene	0.00070 U	mg/kg	0.0052	0.00070	1	04/12/23 12:00	04/13/23 12:28	106-46-7	
2-Butanone (MEK)	0.0052 U	mg/kg	0.052	0.0052	1	04/12/23 12:00	04/13/23 12:28	78-93-3	
2-Hexanone	0.0052 U	mg/kg	0.026	0.0052	1	04/12/23 12:00	04/13/23 12:28	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0052 U	mg/kg	0.026	0.0052	1	04/12/23 12:00	04/13/23 12:28	108-10-1	
Acetone	0.0093 U	mg/kg	0.052	0.0093	1	04/12/23 12:00	04/13/23 12:28	67-64-1	
Benzene	0.0010 U	mg/kg	0.0052	0.0010	1	04/12/23 12:00	04/13/23 12:28	71-43-2	
Bromobenzene	0.00093 U	mg/kg	0.0052	0.00093	1	04/12/23 12:00	04/13/23 12:28	108-86-1	
Bromochloromethane	0.00078 U	mg/kg	0.0052	0.00078	1	04/12/23 12:00	04/13/23 12:28	74-97-5	
Bromodichloromethane	0.0012 U	mg/kg	0.0052	0.0012	1	04/12/23 12:00	04/13/23 12:28	75-27-4	
Bromoform	0.0012 U	mg/kg	0.0052	0.0012	1	04/12/23 12:00	04/13/23 12:28	75-25-2	
Bromomethane	0.0019 U	mg/kg	0.0052	0.0019	1	04/12/23 12:00	04/13/23 12:28	74-83-9	J(v2)
Carbon disulfide	0.0026 U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	75-15-0	
Carbon tetrachloride	0.0013 U	mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	56-23-5	
Chlorobenzene	0.00098 U	mg/kg	0.0052	0.00098	1	04/12/23 12:00	04/13/23 12:28	108-90-7	
Chloroethane	0.0022 U	mg/kg	0.0052	0.0022	1	04/12/23 12:00	04/13/23 12:28	75-00-3	J(v2)
Chloroform	0.00088 U	mg/kg	0.0052	0.00088	1	04/12/23 12:00	04/13/23 12:28	67-66-3	
Chloromethane	0.00093 U	mg/kg	0.0052	0.00093	1	04/12/23 12:00	04/13/23 12:28	74-87-3	
Dibromochloromethane	0.00091 U	mg/kg	0.0052	0.00091	1	04/12/23 12:00	04/13/23 12:28	124-48-1	
Dibromomethane	0.00075 U	mg/kg	0.0052	0.00075	1	04/12/23 12:00	04/13/23 12:28	74-95-3	
Dichlorodifluoromethane	0.0026 U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	75-71-8	
Ethylbenzene	0.0013 U	mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	100-41-4	
Isopropylbenzene (Cumene)	0.0014 U	mg/kg	0.0052	0.0014	1	04/12/23 12:00	04/13/23 12:28	98-82-8	
Methyl-tert-butyl ether	0.0016 U	mg/kg	0.0052	0.0016	1	04/12/23 12:00	04/13/23 12:28	1634-04-4	
Methylene Chloride	0.0046 U	mg/kg	0.0052	0.0046	1	04/12/23 12:00	04/13/23 12:28	75-09-2	J(v2)
Styrene	0.0026 U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	100-42-5	
Tetrachloroethene	0.0013 U	mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	127-18-4	
Toluene	0.00085 U	mg/kg	0.0052	0.00085	1	04/12/23 12:00	04/13/23 12:28	108-88-3	
Trichloroethene	0.0013 U	mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	79-01-6	
Trichlorofluoromethane	0.0026 U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	75-69-4	
Vinyl chloride	0.00098 U	mg/kg	0.0052	0.00098	1	04/12/23 12:00	04/13/23 12:28	75-01-4	
Xylene (Total)	0.0054 U	mg/kg	0.016	0.0054	1	04/12/23 12:00	04/13/23 12:28	1330-20-7	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-1 **Lab ID: 35792069001** Collected: 04/12/23 08:15 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
cis-1,2-Dichloroethene	0.0012	U mg/kg	0.0052	0.0012	1	04/12/23 12:00	04/13/23 12:28	156-59-2	
m&p-Xylene	0.0054	U mg/kg	0.010	0.0054	1	04/12/23 12:00	04/13/23 12:28	179601-23-1	
n-Propylbenzene	0.0013	U mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	103-65-1	
o-Xylene	0.0010	U mg/kg	0.0052	0.0010	1	04/12/23 12:00	04/13/23 12:28	95-47-6	
trans-1,2-Dichloroethene	0.0014	U mg/kg	0.0052	0.0014	1	04/12/23 12:00	04/13/23 12:28	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	93	%	68-125		1	04/12/23 12:00	04/13/23 12:28	460-00-4	
Toluene-d8 (S)	101	%	70-130		1	04/12/23 12:00	04/13/23 12:28	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	100	%	70-130		1	04/12/23 12:00	04/13/23 12:28	2199-69-1	
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	5.9	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: SB-2 **Lab ID: 35792069002** Collected: 04/12/23 09:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.8	U	mg/kg	6.8	5.8	1	04/13/23 06:45	04/13/23 16:09	
Surrogates									
o-Terphenyl (S)	87	%	66-136		1	04/13/23 06:45	04/13/23 16:09	84-15-1	
N-Pentatriacontane (S)	86	%	42-159		1	04/13/23 06:45	04/13/23 16:09	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.018	U	mg/kg	0.041	0.018	1	04/13/23 10:21	04/17/23 13:24	83-32-9
Acenaphthylene	0.0060	U	mg/kg	0.038	0.0060	1	04/13/23 10:21	04/17/23 13:24	208-96-8
Anthracene	0.0052	U	mg/kg	0.041	0.0052	1	04/13/23 10:21	04/17/23 13:24	120-12-7
Benzo(a)anthracene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:24	56-55-3
Benzo(a)pyrene	0.0095	U	mg/kg	0.038	0.0095	1	04/13/23 10:21	04/17/23 13:24	50-32-8
Benzo(b)fluoranthene	0.010	U	mg/kg	0.038	0.010	1	04/13/23 10:21	04/17/23 13:24	205-99-2
Benzo(g,h,i)perylene	0.0096	U	mg/kg	0.038	0.0096	1	04/13/23 10:21	04/17/23 13:24	191-24-2
Benzo(k)fluoranthene	0.010	U	mg/kg	0.038	0.010	1	04/13/23 10:21	04/17/23 13:24	207-08-9
Chrysene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:24	218-01-9
Dibenz(a,h)anthracene	0.0088	U	mg/kg	0.038	0.0088	1	04/13/23 10:21	04/17/23 13:24	53-70-3
Fluoranthene	0.012	U	mg/kg	0.038	0.012	1	04/13/23 10:21	04/17/23 13:24	206-44-0
Fluorene	0.014	U	mg/kg	0.042	0.014	1	04/13/23 10:21	04/17/23 13:24	86-73-7
Indeno(1,2,3-cd)pyrene	0.0087	U	mg/kg	0.038	0.0087	1	04/13/23 10:21	04/17/23 13:24	193-39-5
1-Methylnaphthalene	0.0063	U	mg/kg	0.045	0.0063	1	04/13/23 10:21	04/17/23 13:24	90-12-0
2-Methylnaphthalene	0.0060	U	mg/kg	0.044	0.0060	1	04/13/23 10:21	04/17/23 13:24	91-57-6
Naphthalene	0.014	U	mg/kg	0.039	0.014	1	04/13/23 10:21	04/17/23 13:24	91-20-3
Phenanthrene	0.0054	U	mg/kg	0.038	0.0054	1	04/13/23 10:21	04/17/23 13:24	85-01-8
Pyrene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:24	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	56	%	24-98		1	04/13/23 10:21	04/17/23 13:24	4165-60-0	
2-Fluorobiphenyl (S)	64	%	29-101		1	04/13/23 10:21	04/17/23 13:24	321-60-8	
p-Terphenyl-d14 (S)	64	%	29-112		1	04/13/23 10:21	04/17/23 13:24	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0014	U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 13:15	71-55-6
1,1,2,2-Tetrachloroethane	0.00068	U	mg/kg	0.0055	0.00068	1	04/13/23 08:41	04/13/23 13:15	79-34-5
1,1,2-Trichloroethane	0.00065	U	mg/kg	0.0055	0.00065	1	04/13/23 08:41	04/13/23 13:15	79-00-5
1,1-Dichloroethane	0.0011	U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 13:15	75-34-3
1,1-Dichloroethene	0.0028	U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	75-35-4
1,1-Dichloropropene	0.0028	U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	563-58-6
1,2,4-Trimethylbenzene	0.0012	U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 13:15	95-63-6
1,2-Dichlorobenzene	0.00084	U	mg/kg	0.0055	0.00084	1	04/13/23 08:41	04/13/23 13:15	95-50-1
1,2-Dichloroethane	0.00085	U	mg/kg	0.0055	0.00085	1	04/13/23 08:41	04/13/23 13:15	107-06-2

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-2 **Lab ID: 35792069002** Collected: 04/12/23 09:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 13:15	78-87-5	
1,3,5-Trimethylbenzene	0.0014 U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 13:15	108-67-8	
1,3-Dichlorobenzene	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 13:15	541-73-1	
1,3-Dichloropropane	0.00094 U	mg/kg	0.0055	0.00094	1	04/13/23 08:41	04/13/23 13:15	142-28-9	
1,4-Dichlorobenzene	0.00074 U	mg/kg	0.0055	0.00074	1	04/13/23 08:41	04/13/23 13:15	106-46-7	
2-Butanone (MEK)	0.0055 U	mg/kg	0.055	0.0055	1	04/13/23 08:41	04/13/23 13:15	78-93-3	
2-Hexanone	0.0055 U	mg/kg	0.028	0.0055	1	04/13/23 08:41	04/13/23 13:15	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0055 U	mg/kg	0.028	0.0055	1	04/13/23 08:41	04/13/23 13:15	108-10-1	
Acetone	0.0099 U	mg/kg	0.055	0.0099	1	04/13/23 08:41	04/13/23 13:15	67-64-1	
Benzene	0.0011 U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 13:15	71-43-2	
Bromobenzene	0.00099 U	mg/kg	0.0055	0.00099	1	04/13/23 08:41	04/13/23 13:15	108-86-1	
Bromochloromethane	0.00082 U	mg/kg	0.0055	0.00082	1	04/13/23 08:41	04/13/23 13:15	74-97-5	
Bromodichloromethane	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 13:15	75-27-4	
Bromoform	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 13:15	75-25-2	
Bromomethane	0.0020 U	mg/kg	0.0055	0.0020	1	04/13/23 08:41	04/13/23 13:15	74-83-9	J(v2)
Carbon disulfide	0.0028 U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	75-15-0	
Carbon tetrachloride	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	56-23-5	
Chlorobenzene	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 13:15	108-90-7	
Chloroethane	0.0023 U	mg/kg	0.0055	0.0023	1	04/13/23 08:41	04/13/23 13:15	75-00-3	J(v2)
Chloroform	0.00093 U	mg/kg	0.0055	0.00093	1	04/13/23 08:41	04/13/23 13:15	67-66-3	
Chloromethane	0.00099 U	mg/kg	0.0055	0.00099	1	04/13/23 08:41	04/13/23 13:15	74-87-3	J(M1)
Dibromochloromethane	0.00097 U	mg/kg	0.0055	0.00097	1	04/13/23 08:41	04/13/23 13:15	124-48-1	
Dibromomethane	0.00079 U	mg/kg	0.0055	0.00079	1	04/13/23 08:41	04/13/23 13:15	74-95-3	
Dichlorodifluoromethane	0.0028 U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	75-71-8	
Ethylbenzene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	100-41-4	
Isopropylbenzene (Cumene)	0.0014 U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 13:15	98-82-8	
Methyl-tert-butyl ether	0.0017 U	mg/kg	0.0055	0.0017	1	04/13/23 08:41	04/13/23 13:15	1634-04-4	
Methylene Chloride	0.0049 U	mg/kg	0.0055	0.0049	1	04/13/23 08:41	04/13/23 13:15	75-09-2	J(v2)
Styrene	0.0028 U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	100-42-5	
Tetrachloroethene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	127-18-4	
Toluene	0.00090 U	mg/kg	0.0055	0.00090	1	04/13/23 08:41	04/13/23 13:15	108-88-3	
Trichloroethene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	79-01-6	
Trichlorofluoromethane	0.0028 U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	75-69-4	
Vinyl chloride	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 13:15	75-01-4	J(M1)
Xylene (Total)	0.0057 U	mg/kg	0.017	0.0057	1	04/13/23 08:41	04/13/23 13:15	1330-20-7	
cis-1,2-Dichloroethene	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 13:15	156-59-2	
m&p-Xylene	0.0057 U	mg/kg	0.011	0.0057	1	04/13/23 08:41	04/13/23 13:15	179601-23-1	
n-Propylbenzene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	103-65-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-2 **Lab ID: 35792069002** Collected: 04/12/23 09:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
o-Xylene	0.0011	U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 13:15	95-47-6
trans-1,2-Dichloroethene	0.0014	U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 13:15	156-60-5
Surrogates									
4-Bromofluorobenzene (S)	89	%	68-125			1	04/13/23 08:41	04/13/23 13:15	460-00-4
Toluene-d8 (S)	99	%	70-130			1	04/13/23 08:41	04/13/23 13:15	2037-26-5
1,2-Dichlorobenzene-d4 (S)	98	%	70-130			1	04/13/23 08:41	04/13/23 13:15	2199-69-1
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	11.3	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-3 **Lab ID: 35792069003** Collected: 04/12/23 09:30 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.8	U	mg/kg	6.7	5.8	1	04/13/23 06:45	04/13/23 16:23	
Surrogates									
o-Terphenyl (S)	89	%	66-136		1	04/13/23 06:45	04/13/23 16:23	84-15-1	
N-Pentatriacontane (S)	87	%	42-159		1	04/13/23 06:45	04/13/23 16:23	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.018	U	mg/kg	0.041	0.018	1	04/13/23 10:21	04/17/23 13:51	83-32-9
Acenaphthylene	0.0060	U	mg/kg	0.038	0.0060	1	04/13/23 10:21	04/17/23 13:51	208-96-8
Anthracene	0.0052	U	mg/kg	0.041	0.0052	1	04/13/23 10:21	04/17/23 13:51	120-12-7
Benzo(a)anthracene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:51	56-55-3
Benzo(a)pyrene	0.0095	U	mg/kg	0.038	0.0095	1	04/13/23 10:21	04/17/23 13:51	50-32-8
Benzo(b)fluoranthene	0.010	U	mg/kg	0.038	0.010	1	04/13/23 10:21	04/17/23 13:51	205-99-2
Benzo(g,h,i)perylene	0.0096	U	mg/kg	0.038	0.0096	1	04/13/23 10:21	04/17/23 13:51	191-24-2
Benzo(k)fluoranthene	0.010	U	mg/kg	0.038	0.010	1	04/13/23 10:21	04/17/23 13:51	207-08-9
Chrysene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:51	218-01-9
Dibenz(a,h)anthracene	0.0088	U	mg/kg	0.038	0.0088	1	04/13/23 10:21	04/17/23 13:51	53-70-3
Fluoranthene	0.012	U	mg/kg	0.038	0.012	1	04/13/23 10:21	04/17/23 13:51	206-44-0
Fluorene	0.014	U	mg/kg	0.042	0.014	1	04/13/23 10:21	04/17/23 13:51	86-73-7
Indeno(1,2,3-cd)pyrene	0.0087	U	mg/kg	0.038	0.0087	1	04/13/23 10:21	04/17/23 13:51	193-39-5
1-Methylnaphthalene	0.0063	U	mg/kg	0.045	0.0063	1	04/13/23 10:21	04/17/23 13:51	90-12-0
2-Methylnaphthalene	0.0060	U	mg/kg	0.044	0.0060	1	04/13/23 10:21	04/17/23 13:51	91-57-6
Naphthalene	0.014	U	mg/kg	0.039	0.014	1	04/13/23 10:21	04/17/23 13:51	91-20-3
Phenanthrene	0.0054	U	mg/kg	0.038	0.0054	1	04/13/23 10:21	04/17/23 13:51	85-01-8
Pyrene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:51	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	56	%	24-98		1	04/13/23 10:21	04/17/23 13:51	4165-60-0	
2-Fluorobiphenyl (S)	64	%	29-101		1	04/13/23 10:21	04/17/23 13:51	321-60-8	
p-Terphenyl-d14 (S)	74	%	29-112		1	04/13/23 10:21	04/17/23 13:51	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0013	U	mg/kg	0.0051	0.0013	1	04/13/23 08:41	04/13/23 14:02	71-55-6
1,1,2,2-Tetrachloroethane	0.00062	U	mg/kg	0.0051	0.00062	1	04/13/23 08:41	04/13/23 14:02	79-34-5
1,1,2-Trichloroethane	0.00060	U	mg/kg	0.0051	0.00060	1	04/13/23 08:41	04/13/23 14:02	79-00-5
1,1-Dichloroethane	0.0010	U	mg/kg	0.0051	0.0010	1	04/13/23 08:41	04/13/23 14:02	75-34-3
1,1-Dichloroethene	0.0025	U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	75-35-4
1,1-Dichloropropene	0.0026	U	mg/kg	0.0051	0.0026	1	04/13/23 08:41	04/13/23 14:02	563-58-6
1,2,4-Trimethylbenzene	0.0011	U	mg/kg	0.0051	0.0011	1	04/13/23 08:41	04/13/23 14:02	95-63-6
1,2-Dichlorobenzene	0.00077	U	mg/kg	0.0051	0.00077	1	04/13/23 08:41	04/13/23 14:02	95-50-1
1,2-Dichloroethane	0.00078	U	mg/kg	0.0051	0.00078	1	04/13/23 08:41	04/13/23 14:02	107-06-2

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: SB-3 **Lab ID: 35792069003** Collected: 04/12/23 09:30 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.00094 U	mg/kg	0.0051	0.00094	1	04/13/23 08:41	04/13/23 14:02	78-87-5	
1,3,5-Trimethylbenzene	0.0013 U	mg/kg	0.0051	0.0013	1	04/13/23 08:41	04/13/23 14:02	108-67-8	
1,3-Dichlorobenzene	0.00093 U	mg/kg	0.0051	0.00093	1	04/13/23 08:41	04/13/23 14:02	541-73-1	
1,3-Dichloropropane	0.00086 U	mg/kg	0.0051	0.00086	1	04/13/23 08:41	04/13/23 14:02	142-28-9	
1,4-Dichlorobenzene	0.00068 U	mg/kg	0.0051	0.00068	1	04/13/23 08:41	04/13/23 14:02	106-46-7	
2-Butanone (MEK)	0.0051 U	mg/kg	0.051	0.0051	1	04/13/23 08:41	04/13/23 14:02	78-93-3	
2-Hexanone	0.0051 U	mg/kg	0.025	0.0051	1	04/13/23 08:41	04/13/23 14:02	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0051 U	mg/kg	0.025	0.0051	1	04/13/23 08:41	04/13/23 14:02	108-10-1	
Acetone	0.013 I	mg/kg	0.051	0.0090	1	04/13/23 08:41	04/13/23 14:02	67-64-1	
Benzene	0.0010 U	mg/kg	0.0051	0.0010	1	04/13/23 08:41	04/13/23 14:02	71-43-2	
Bromobenzene	0.00090 U	mg/kg	0.0051	0.00090	1	04/13/23 08:41	04/13/23 14:02	108-86-1	
Bromochloromethane	0.00075 U	mg/kg	0.0051	0.00075	1	04/13/23 08:41	04/13/23 14:02	74-97-5	
Bromodichloromethane	0.0011 U	mg/kg	0.0051	0.0011	1	04/13/23 08:41	04/13/23 14:02	75-27-4	
Bromoform	0.0011 U	mg/kg	0.0051	0.0011	1	04/13/23 08:41	04/13/23 14:02	75-25-2	
Bromomethane	0.0018 U	mg/kg	0.0051	0.0018	1	04/13/23 08:41	04/13/23 14:02	74-83-9	J(v2)
Carbon disulfide	0.0025 U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	75-15-0	
Carbon tetrachloride	0.0012 U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	56-23-5	
Chlorobenzene	0.00095 U	mg/kg	0.0051	0.00095	1	04/13/23 08:41	04/13/23 14:02	108-90-7	
Chloroethane	0.0021 U	mg/kg	0.0051	0.0021	1	04/13/23 08:41	04/13/23 14:02	75-00-3	J(v2)
Chloroform	0.00085 U	mg/kg	0.0051	0.00085	1	04/13/23 08:41	04/13/23 14:02	67-66-3	
Chloromethane	0.00090 U	mg/kg	0.0051	0.00090	1	04/13/23 08:41	04/13/23 14:02	74-87-3	
Dibromochloromethane	0.00088 U	mg/kg	0.0051	0.00088	1	04/13/23 08:41	04/13/23 14:02	124-48-1	
Dibromomethane	0.00072 U	mg/kg	0.0051	0.00072	1	04/13/23 08:41	04/13/23 14:02	74-95-3	
Dichlorodifluoromethane	0.0025 U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	75-71-8	
Ethylbenzene	0.0012 U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	100-41-4	
Isopropylbenzene (Cumene)	0.0013 U	mg/kg	0.0051	0.0013	1	04/13/23 08:41	04/13/23 14:02	98-82-8	
Methyl-tert-butyl ether	0.0015 U	mg/kg	0.0051	0.0015	1	04/13/23 08:41	04/13/23 14:02	1634-04-4	
Methylene Chloride	0.0045 U	mg/kg	0.0051	0.0045	1	04/13/23 08:41	04/13/23 14:02	75-09-2	J(v2)
Styrene	0.0025 U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	100-42-5	
Tetrachloroethene	0.0012 U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	127-18-4	
Toluene	0.00082 U	mg/kg	0.0051	0.00082	1	04/13/23 08:41	04/13/23 14:02	108-88-3	
Trichloroethene	0.0012 U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	79-01-6	
Trichlorofluoromethane	0.0025 U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	75-69-4	
Vinyl chloride	0.00095 U	mg/kg	0.0051	0.00095	1	04/13/23 08:41	04/13/23 14:02	75-01-4	
Xylene (Total)	0.0052 U	mg/kg	0.015	0.0052	1	04/13/23 08:41	04/13/23 14:02	1330-20-7	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-3 **Lab ID: 35792069003** Collected: 04/12/23 09:30 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
cis-1,2-Dichloroethene	0.0011	U	mg/kg	0.0051	0.0011	1	04/13/23 08:41	04/13/23 14:02	156-59-2
m&p-Xylene	0.0052	U	mg/kg	0.010	0.0052	1	04/13/23 08:41	04/13/23 14:02	179601-23-1
n-Propylbenzene	0.0012	U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	103-65-1
o-Xylene	0.00098	U	mg/kg	0.0051	0.00098	1	04/13/23 08:41	04/13/23 14:02	95-47-6
trans-1,2-Dichloroethene	0.0013	U	mg/kg	0.0051	0.0013	1	04/13/23 08:41	04/13/23 14:02	156-60-5
Surrogates									
4-Bromofluorobenzene (S)	93	%	68-125			1	04/13/23 08:41	04/13/23 14:02	460-00-4
Toluene-d8 (S)	100	%	70-130			1	04/13/23 08:41	04/13/23 14:02	2037-26-5
1,2-Dichlorobenzene-d4 (S)	99	%	70-130			1	04/13/23 08:41	04/13/23 14:02	2199-69-1
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	11.2	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-4 **Lab ID: 35792069004** Collected: 04/12/23 10:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.7	U	mg/kg	6.6	5.7	1	04/13/23 06:45	04/13/23 16:36	
Surrogates									
o-Terphenyl (S)	78	%	66-136		1	04/13/23 06:45	04/13/23 16:36	84-15-1	
N-Pentatriacontane (S)	78	%	42-159		1	04/13/23 06:45	04/13/23 16:36	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.018	U	mg/kg	0.040	0.018	1	04/13/23 10:21	04/17/23 14:17	83-32-9
Acenaphthylene	0.0058	U	mg/kg	0.037	0.0058	1	04/13/23 10:21	04/17/23 14:17	208-96-8
Anthracene	0.0051	U	mg/kg	0.040	0.0051	1	04/13/23 10:21	04/17/23 14:17	120-12-7
Benzo(a)anthracene	0.0049	U	mg/kg	0.037	0.0049	1	04/13/23 10:21	04/17/23 14:17	56-55-3
Benzo(a)pyrene	0.0092	U	mg/kg	0.037	0.0092	1	04/13/23 10:21	04/17/23 14:17	50-32-8
Benzo(b)fluoranthene	0.0099	U	mg/kg	0.037	0.0099	1	04/13/23 10:21	04/17/23 14:17	205-99-2
Benzo(g,h,i)perylene	0.0093	U	mg/kg	0.037	0.0093	1	04/13/23 10:21	04/17/23 14:17	191-24-2
Benzo(k)fluoranthene	0.0099	U	mg/kg	0.037	0.0099	1	04/13/23 10:21	04/17/23 14:17	207-08-9
Chrysene	0.0049	U	mg/kg	0.037	0.0049	1	04/13/23 10:21	04/17/23 14:17	218-01-9
Dibenz(a,h)anthracene	0.0086	U	mg/kg	0.037	0.0086	1	04/13/23 10:21	04/17/23 14:17	53-70-3
Fluoranthene	0.012	U	mg/kg	0.037	0.012	1	04/13/23 10:21	04/17/23 14:17	206-44-0
Fluorene	0.013	U	mg/kg	0.041	0.013	1	04/13/23 10:21	04/17/23 14:17	86-73-7
Indeno(1,2,3-cd)pyrene	0.0085	U	mg/kg	0.037	0.0085	1	04/13/23 10:21	04/17/23 14:17	193-39-5
1-Methylnaphthalene	0.0062	U	mg/kg	0.044	0.0062	1	04/13/23 10:21	04/17/23 14:17	90-12-0
2-Methylnaphthalene	0.0058	U	mg/kg	0.043	0.0058	1	04/13/23 10:21	04/17/23 14:17	91-57-6
Naphthalene	0.013	U	mg/kg	0.038	0.013	1	04/13/23 10:21	04/17/23 14:17	91-20-3
Phenanthrene	0.0053	U	mg/kg	0.037	0.0053	1	04/13/23 10:21	04/17/23 14:17	85-01-8
Pyrene	0.0049	U	mg/kg	0.037	0.0049	1	04/13/23 10:21	04/17/23 14:17	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	60	%	24-98		1	04/13/23 10:21	04/17/23 14:17	4165-60-0	
2-Fluorobiphenyl (S)	69	%	29-101		1	04/13/23 10:21	04/17/23 14:17	321-60-8	
p-Terphenyl-d14 (S)	87	%	29-112		1	04/13/23 10:21	04/17/23 14:17	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0014	U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 14:25	71-55-6
1,1,2,2-Tetrachloroethane	0.00067	U	mg/kg	0.0055	0.00067	1	04/13/23 08:41	04/13/23 14:25	79-34-5
1,1,2-Trichloroethane	0.00065	U	mg/kg	0.0055	0.00065	1	04/13/23 08:41	04/13/23 14:25	79-00-5
1,1-Dichloroethane	0.0011	U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 14:25	75-34-3
1,1-Dichloroethene	0.0027	U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	75-35-4
1,1-Dichloropropene	0.0028	U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 14:25	563-58-6
1,2,4-Trimethylbenzene	0.0012	U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 14:25	95-63-6
1,2-Dichlorobenzene	0.00083	U	mg/kg	0.0055	0.00083	1	04/13/23 08:41	04/13/23 14:25	95-50-1
1,2-Dichloroethane	0.00084	U	mg/kg	0.0055	0.00084	1	04/13/23 08:41	04/13/23 14:25	107-06-2

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-4 **Lab ID: 35792069004** Collected: 04/12/23 10:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 14:25	78-87-5	
1,3,5-Trimethylbenzene	0.0014 U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 14:25	108-67-8	
1,3-Dichlorobenzene	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 14:25	541-73-1	
1,3-Dichloropropane	0.00093 U	mg/kg	0.0055	0.00093	1	04/13/23 08:41	04/13/23 14:25	142-28-9	
1,4-Dichlorobenzene	0.00074 U	mg/kg	0.0055	0.00074	1	04/13/23 08:41	04/13/23 14:25	106-46-7	
2-Butanone (MEK)	0.0055 U	mg/kg	0.055	0.0055	1	04/13/23 08:41	04/13/23 14:25	78-93-3	
2-Hexanone	0.0055 U	mg/kg	0.027	0.0055	1	04/13/23 08:41	04/13/23 14:25	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0055 U	mg/kg	0.027	0.0055	1	04/13/23 08:41	04/13/23 14:25	108-10-1	
Acetone	0.0098 U	mg/kg	0.055	0.0098	1	04/13/23 08:41	04/13/23 14:25	67-64-1	
Benzene	0.0011 U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 14:25	71-43-2	
Bromobenzene	0.00098 U	mg/kg	0.0055	0.00098	1	04/13/23 08:41	04/13/23 14:25	108-86-1	
Bromochloromethane	0.00081 U	mg/kg	0.0055	0.00081	1	04/13/23 08:41	04/13/23 14:25	74-97-5	
Bromodichloromethane	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 14:25	75-27-4	
Bromoform	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 14:25	75-25-2	
Bromomethane	0.0020 U	mg/kg	0.0055	0.0020	1	04/13/23 08:41	04/13/23 14:25	74-83-9	J(v2)
Carbon disulfide	0.0027 U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	75-15-0	
Carbon tetrachloride	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	56-23-5	
Chlorobenzene	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 14:25	108-90-7	
Chloroethane	0.0023 U	mg/kg	0.0055	0.0023	1	04/13/23 08:41	04/13/23 14:25	75-00-3	J(v2)
Chloroform	0.00092 U	mg/kg	0.0055	0.00092	1	04/13/23 08:41	04/13/23 14:25	67-66-3	
Chloromethane	0.00098 U	mg/kg	0.0055	0.00098	1	04/13/23 08:41	04/13/23 14:25	74-87-3	
Dibromochloromethane	0.00095 U	mg/kg	0.0055	0.00095	1	04/13/23 08:41	04/13/23 14:25	124-48-1	
Dibromomethane	0.00078 U	mg/kg	0.0055	0.00078	1	04/13/23 08:41	04/13/23 14:25	74-95-3	
Dichlorodifluoromethane	0.0027 U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	75-71-8	
Ethylbenzene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	100-41-4	
Isopropylbenzene (Cumene)	0.0014 U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 14:25	98-82-8	
Methyl-tert-butyl ether	0.0016 U	mg/kg	0.0055	0.0016	1	04/13/23 08:41	04/13/23 14:25	1634-04-4	
Methylene Chloride	0.0048 U	mg/kg	0.0055	0.0048	1	04/13/23 08:41	04/13/23 14:25	75-09-2	J(v2)
Styrene	0.0027 U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	100-42-5	
Tetrachloroethene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	127-18-4	
Toluene	0.00089 U	mg/kg	0.0055	0.00089	1	04/13/23 08:41	04/13/23 14:25	108-88-3	
Trichloroethene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	79-01-6	
Trichlorofluoromethane	0.0027 U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	75-69-4	
Vinyl chloride	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 14:25	75-01-4	
Xylene (Total)	0.0056 U	mg/kg	0.016	0.0056	1	04/13/23 08:41	04/13/23 14:25	1330-20-7	
cis-1,2-Dichloroethene	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 14:25	156-59-2	
m&p-Xylene	0.0056 U	mg/kg	0.011	0.0056	1	04/13/23 08:41	04/13/23 14:25	179601-23-1	
n-Propylbenzene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	103-65-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-4 **Lab ID: 35792069004** Collected: 04/12/23 10:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
o-Xylene	0.0011	U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 14:25	95-47-6
trans-1,2-Dichloroethene	0.0014	U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 14:25	156-60-5
Surrogates									
4-Bromofluorobenzene (S)	92	%	68-125			1	04/13/23 08:41	04/13/23 14:25	460-00-4
Toluene-d8 (S)	100	%	70-130			1	04/13/23 08:41	04/13/23 14:25	2037-26-5
1,2-Dichlorobenzene-d4 (S)	97	%	70-130			1	04/13/23 08:41	04/13/23 14:25	2199-69-1
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	9.4	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: SB-5 **Lab ID: 35792069005** Collected: 04/12/23 11:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.4	U	mg/kg	6.3	5.4	1	04/16/23 19:37	04/17/23 15:10	
Surrogates									
o-Terphenyl (S)	90	%	66-136			1	04/16/23 19:37	04/17/23 15:10	84-15-1
N-Pentatriacontane (S)	95	%	42-159			1	04/16/23 19:37	04/17/23 15:10	630-07-09
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.017	U	mg/kg	0.038	0.017	1	04/13/23 10:21	04/17/23 14:43	83-32-9
Acenaphthylene	0.0056	U	mg/kg	0.036	0.0056	1	04/13/23 10:21	04/17/23 14:43	208-96-8
Anthracene	0.0049	U	mg/kg	0.038	0.0049	1	04/13/23 10:21	04/17/23 14:43	120-12-7
Benzo(a)anthracene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 14:43	56-55-3
Benzo(a)pyrene	0.0089	U	mg/kg	0.036	0.0089	1	04/13/23 10:21	04/17/23 14:43	50-32-8
Benzo(b)fluoranthene	0.0095	U	mg/kg	0.036	0.0095	1	04/13/23 10:21	04/17/23 14:43	205-99-2
Benzo(g,h,i)perylene	0.0090	U	mg/kg	0.036	0.0090	1	04/13/23 10:21	04/17/23 14:43	191-24-2
Benzo(k)fluoranthene	0.0095	U	mg/kg	0.036	0.0095	1	04/13/23 10:21	04/17/23 14:43	207-08-9
Chrysene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 14:43	218-01-9
Dibenz(a,h)anthracene	0.0082	U	mg/kg	0.036	0.0082	1	04/13/23 10:21	04/17/23 14:43	53-70-3
Fluoranthene	0.012	U	mg/kg	0.036	0.012	1	04/13/23 10:21	04/17/23 14:43	206-44-0
Fluorene	0.013	U	mg/kg	0.039	0.013	1	04/13/23 10:21	04/17/23 14:43	86-73-7
Indeno(1,2,3-cd)pyrene	0.0081	U	mg/kg	0.036	0.0081	1	04/13/23 10:21	04/17/23 14:43	193-39-5
1-Methylnaphthalene	0.0059	U	mg/kg	0.042	0.0059	1	04/13/23 10:21	04/17/23 14:43	90-12-0
2-Methylnaphthalene	0.0056	U	mg/kg	0.041	0.0056	1	04/13/23 10:21	04/17/23 14:43	91-57-6
Naphthalene	0.013	U	mg/kg	0.037	0.013	1	04/13/23 10:21	04/17/23 14:43	91-20-3
Phenanthrene	0.0051	U	mg/kg	0.036	0.0051	1	04/13/23 10:21	04/17/23 14:43	85-01-8
Pyrene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 14:43	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	53	%	24-98			1	04/13/23 10:21	04/17/23 14:43	4165-60-0
2-Fluorobiphenyl (S)	59	%	29-101			1	04/13/23 10:21	04/17/23 14:43	321-60-8
p-Terphenyl-d14 (S)	80	%	29-112			1	04/13/23 10:21	04/17/23 14:43	1718-51-0
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0013	U	mg/kg	0.0049	0.0013	1	04/13/23 08:41	04/13/23 14:49	71-55-6
1,1,2,2-Tetrachloroethane	0.00059	U	mg/kg	0.0049	0.00059	1	04/13/23 08:41	04/13/23 14:49	79-34-5
1,1,2-Trichloroethane	0.00057	U	mg/kg	0.0049	0.00057	1	04/13/23 08:41	04/13/23 14:49	79-00-5
1,1-Dichloroethane	0.00095	U	mg/kg	0.0049	0.00095	1	04/13/23 08:41	04/13/23 14:49	75-34-3
1,1-Dichloroethene	0.0024	U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	75-35-4
1,1-Dichloropropene	0.0025	U	mg/kg	0.0049	0.0025	1	04/13/23 08:41	04/13/23 14:49	563-58-6
1,2,4-Trimethylbenzene	0.0011	U	mg/kg	0.0049	0.0011	1	04/13/23 08:41	04/13/23 14:49	95-63-6
1,2-Dichlorobenzene	0.00074	U	mg/kg	0.0049	0.00074	1	04/13/23 08:41	04/13/23 14:49	95-50-1
1,2-Dichloroethane	0.00075	U	mg/kg	0.0049	0.00075	1	04/13/23 08:41	04/13/23 14:49	107-06-2

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: SB-5 **Lab ID: 35792069005** Collected: 04/12/23 11:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.00090 U	mg/kg	0.0049	0.00090	1	04/13/23 08:41	04/13/23 14:49	78-87-5	
1,3,5-Trimethylbenzene	0.0013 U	mg/kg	0.0049	0.0013	1	04/13/23 08:41	04/13/23 14:49	108-67-8	
1,3-Dichlorobenzene	0.00089 U	mg/kg	0.0049	0.00089	1	04/13/23 08:41	04/13/23 14:49	541-73-1	
1,3-Dichloropropane	0.00083 U	mg/kg	0.0049	0.00083	1	04/13/23 08:41	04/13/23 14:49	142-28-9	
1,4-Dichlorobenzene	0.00065 U	mg/kg	0.0049	0.00065	1	04/13/23 08:41	04/13/23 14:49	106-46-7	
2-Butanone (MEK)	0.0049 U	mg/kg	0.049	0.0049	1	04/13/23 08:41	04/13/23 14:49	78-93-3	
2-Hexanone	0.0049 U	mg/kg	0.024	0.0049	1	04/13/23 08:41	04/13/23 14:49	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0049 U	mg/kg	0.024	0.0049	1	04/13/23 08:41	04/13/23 14:49	108-10-1	
Acetone	0.0096 I	mg/kg	0.049	0.0087	1	04/13/23 08:41	04/13/23 14:49	67-64-1	
Benzene	0.00097 U	mg/kg	0.0049	0.00097	1	04/13/23 08:41	04/13/23 14:49	71-43-2	
Bromobenzene	0.00087 U	mg/kg	0.0049	0.00087	1	04/13/23 08:41	04/13/23 14:49	108-86-1	
Bromochloromethane	0.00072 U	mg/kg	0.0049	0.00072	1	04/13/23 08:41	04/13/23 14:49	74-97-5	
Bromodichloromethane	0.0011 U	mg/kg	0.0049	0.0011	1	04/13/23 08:41	04/13/23 14:49	75-27-4	
Bromoform	0.0011 U	mg/kg	0.0049	0.0011	1	04/13/23 08:41	04/13/23 14:49	75-25-2	
Bromomethane	0.0018 U	mg/kg	0.0049	0.0018	1	04/13/23 08:41	04/13/23 14:49	74-83-9	J(v2)
Carbon disulfide	0.0024 U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	75-15-0	
Carbon tetrachloride	0.0012 U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	56-23-5	
Chlorobenzene	0.00091 U	mg/kg	0.0049	0.00091	1	04/13/23 08:41	04/13/23 14:49	108-90-7	
Chloroethane	0.0020 U	mg/kg	0.0049	0.0020	1	04/13/23 08:41	04/13/23 14:49	75-00-3	J(v2)
Chloroform	0.00082 U	mg/kg	0.0049	0.00082	1	04/13/23 08:41	04/13/23 14:49	67-66-3	
Chloromethane	0.00087 U	mg/kg	0.0049	0.00087	1	04/13/23 08:41	04/13/23 14:49	74-87-3	
Dibromochloromethane	0.00085 U	mg/kg	0.0049	0.00085	1	04/13/23 08:41	04/13/23 14:49	124-48-1	
Dibromomethane	0.00069 U	mg/kg	0.0049	0.00069	1	04/13/23 08:41	04/13/23 14:49	74-95-3	
Dichlorodifluoromethane	0.0024 U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	75-71-8	
Ethylbenzene	0.0012 U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	100-41-4	
Isopropylbenzene (Cumene)	0.0013 U	mg/kg	0.0049	0.0013	1	04/13/23 08:41	04/13/23 14:49	98-82-8	
Methyl-tert-butyl ether	0.0015 U	mg/kg	0.0049	0.0015	1	04/13/23 08:41	04/13/23 14:49	1634-04-4	
Methylene Chloride	0.0043 U	mg/kg	0.0049	0.0043	1	04/13/23 08:41	04/13/23 14:49	75-09-2	J(v2)
Styrene	0.0024 U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	100-42-5	
Tetrachloroethene	0.0012 U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	127-18-4	
Toluene	0.00079 U	mg/kg	0.0049	0.00079	1	04/13/23 08:41	04/13/23 14:49	108-88-3	
Trichloroethene	0.0012 U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	79-01-6	
Trichlorofluoromethane	0.0024 U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	75-69-4	
Vinyl chloride	0.00091 U	mg/kg	0.0049	0.00091	1	04/13/23 08:41	04/13/23 14:49	75-01-4	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-5 **Lab ID: 35792069005** Collected: 04/12/23 11:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
Xylene (Total)	0.0050	U	mg/kg	0.015	0.0050	1	04/13/23 08:41	04/13/23 14:49	1330-20-7
cis-1,2-Dichloroethene	0.0011	U	mg/kg	0.0049	0.0011	1	04/13/23 08:41	04/13/23 14:49	156-59-2
m&p-Xylene	0.0050	U	mg/kg	0.0097	0.0050	1	04/13/23 08:41	04/13/23 14:49	179601-23-1
n-Propylbenzene	0.0012	U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	103-65-1
o-Xylene	0.00094	U	mg/kg	0.0049	0.00094	1	04/13/23 08:41	04/13/23 14:49	95-47-6
trans-1,2-Dichloroethene	0.0013	U	mg/kg	0.0049	0.0013	1	04/13/23 08:41	04/13/23 14:49	156-60-5
Surrogates									
4-Bromofluorobenzene (S)	92	%	68-125		1	04/13/23 08:41	04/13/23 14:49	460-00-4	
Toluene-d8 (S)	101	%	70-130		1	04/13/23 08:41	04/13/23 14:49	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	97	%	70-130		1	04/13/23 08:41	04/13/23 14:49	2199-69-1	
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	5.7	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: SB-6 **Lab ID: 35792069006** Collected: 04/12/23 10:25 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.8	U	mg/kg	6.8	5.8	1	04/16/23 19:37	04/17/23 15:23	
Surrogates									
o-Terphenyl (S)	91	%	66-136		1	04/16/23 19:37	04/17/23 15:23	84-15-1	
N-Pentatriacontane (S)	94	%	42-159		1	04/16/23 19:37	04/17/23 15:23	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.018	U	mg/kg	0.041	0.018	1	04/13/23 10:21	04/17/23 15:09	83-32-9
Acenaphthylene	0.0060	U	mg/kg	0.039	0.0060	1	04/13/23 10:21	04/17/23 15:09	208-96-8
Anthracene	0.0052	U	mg/kg	0.041	0.0052	1	04/13/23 10:21	04/17/23 15:09	120-12-7
Benzo(a)anthracene	0.0051	U	mg/kg	0.039	0.0051	1	04/13/23 10:21	04/17/23 15:09	56-55-3
Benzo(a)pyrene	0.0096	U	mg/kg	0.039	0.0096	1	04/13/23 10:21	04/17/23 15:09	50-32-8
Benzo(b)fluoranthene	0.010	U	mg/kg	0.039	0.010	1	04/13/23 10:21	04/17/23 15:09	205-99-2
Benzo(g,h,i)perylene	0.0097	U	mg/kg	0.039	0.0097	1	04/13/23 10:21	04/17/23 15:09	191-24-2
Benzo(k)fluoranthene	0.010	U	mg/kg	0.039	0.010	1	04/13/23 10:21	04/17/23 15:09	207-08-9
Chrysene	0.0051	U	mg/kg	0.039	0.0051	1	04/13/23 10:21	04/17/23 15:09	218-01-9
Dibenz(a,h)anthracene	0.0089	U	mg/kg	0.039	0.0089	1	04/13/23 10:21	04/17/23 15:09	53-70-3
Fluoranthene	0.013	U	mg/kg	0.039	0.013	1	04/13/23 10:21	04/17/23 15:09	206-44-0
Fluorene	0.014	U	mg/kg	0.042	0.014	1	04/13/23 10:21	04/17/23 15:09	86-73-7
Indeno(1,2,3-cd)pyrene	0.0088	U	mg/kg	0.039	0.0088	1	04/13/23 10:21	04/17/23 15:09	193-39-5
1-Methylnaphthalene	0.0064	U	mg/kg	0.046	0.0064	1	04/13/23 10:21	04/17/23 15:09	90-12-0
2-Methylnaphthalene	0.0060	U	mg/kg	0.045	0.0060	1	04/13/23 10:21	04/17/23 15:09	91-57-6
Naphthalene	0.014	U	mg/kg	0.040	0.014	1	04/13/23 10:21	04/17/23 15:09	91-20-3
Phenanthrene	0.0055	U	mg/kg	0.039	0.0055	1	04/13/23 10:21	04/17/23 15:09	85-01-8
Pyrene	0.0051	U	mg/kg	0.039	0.0051	1	04/13/23 10:21	04/17/23 15:09	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	66	%	24-98		1	04/13/23 10:21	04/17/23 15:09	4165-60-0	
2-Fluorobiphenyl (S)	74	%	29-101		1	04/13/23 10:21	04/17/23 15:09	321-60-8	
p-Terphenyl-d14 (S)	95	%	29-112		1	04/13/23 10:21	04/17/23 15:09	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0015	U	mg/kg	0.0058	0.0015	1	04/13/23 08:41	04/13/23 15:12	71-55-6
1,1,2,2-Tetrachloroethane	0.00071	U	mg/kg	0.0058	0.00071	1	04/13/23 08:41	04/13/23 15:12	79-34-5
1,1,2-Trichloroethane	0.00069	U	mg/kg	0.0058	0.00069	1	04/13/23 08:41	04/13/23 15:12	79-00-5
1,1-Dichloroethane	0.0011	U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	75-34-3
1,1-Dichloroethene	0.0029	U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	75-35-4
1,1-Dichloropropene	0.0030	U	mg/kg	0.0058	0.0030	1	04/13/23 08:41	04/13/23 15:12	563-58-6
1,2,4-Trimethylbenzene	0.0013	U	mg/kg	0.0058	0.0013	1	04/13/23 08:41	04/13/23 15:12	95-63-6
1,2-Dichlorobenzene	0.00089	U	mg/kg	0.0058	0.00089	1	04/13/23 08:41	04/13/23 15:12	95-50-1
1,2-Dichloroethane	0.00090	U	mg/kg	0.0058	0.00090	1	04/13/23 08:41	04/13/23 15:12	107-06-2

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-6 **Lab ID: 35792069006** Collected: 04/12/23 10:25 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	78-87-5	
1,3,5-Trimethylbenzene	0.0015 U	mg/kg	0.0058	0.0015	1	04/13/23 08:41	04/13/23 15:12	108-67-8	
1,3-Dichlorobenzene	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	541-73-1	
1,3-Dichloropropane	0.00099 U	mg/kg	0.0058	0.00099	1	04/13/23 08:41	04/13/23 15:12	142-28-9	
1,4-Dichlorobenzene	0.00078 U	mg/kg	0.0058	0.00078	1	04/13/23 08:41	04/13/23 15:12	106-46-7	
2-Butanone (MEK)	0.0058 U	mg/kg	0.058	0.0058	1	04/13/23 08:41	04/13/23 15:12	78-93-3	
2-Hexanone	0.0058 U	mg/kg	0.029	0.0058	1	04/13/23 08:41	04/13/23 15:12	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0058 U	mg/kg	0.029	0.0058	1	04/13/23 08:41	04/13/23 15:12	108-10-1	
Acetone	0.013 I	mg/kg	0.058	0.010	1	04/13/23 08:41	04/13/23 15:12	67-64-1	
Benzene	0.0012 U	mg/kg	0.0058	0.0012	1	04/13/23 08:41	04/13/23 15:12	71-43-2	
Bromobenzene	0.0010 U	mg/kg	0.0058	0.0010	1	04/13/23 08:41	04/13/23 15:12	108-86-1	
Bromochloromethane	0.00086 U	mg/kg	0.0058	0.00086	1	04/13/23 08:41	04/13/23 15:12	74-97-5	
Bromodichloromethane	0.0013 U	mg/kg	0.0058	0.0013	1	04/13/23 08:41	04/13/23 15:12	75-27-4	
Bromoform	0.0013 U	mg/kg	0.0058	0.0013	1	04/13/23 08:41	04/13/23 15:12	75-25-2	
Bromomethane	0.0021 U	mg/kg	0.0058	0.0021	1	04/13/23 08:41	04/13/23 15:12	74-83-9	J(v2)
Carbon disulfide	0.0029 U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	75-15-0	
Carbon tetrachloride	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	56-23-5	
Chlorobenzene	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	108-90-7	
Chloroethane	0.0024 U	mg/kg	0.0058	0.0024	1	04/13/23 08:41	04/13/23 15:12	75-00-3	J(v2)
Chloroform	0.00098 U	mg/kg	0.0058	0.00098	1	04/13/23 08:41	04/13/23 15:12	67-66-3	
Chloromethane	0.0010 U	mg/kg	0.0058	0.0010	1	04/13/23 08:41	04/13/23 15:12	74-87-3	
Dibromochloromethane	0.0010 U	mg/kg	0.0058	0.0010	1	04/13/23 08:41	04/13/23 15:12	124-48-1	
Dibromomethane	0.00083 U	mg/kg	0.0058	0.00083	1	04/13/23 08:41	04/13/23 15:12	74-95-3	
Dichlorodifluoromethane	0.0029 U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	75-71-8	
Ethylbenzene	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	100-41-4	
Isopropylbenzene (Cumene)	0.0015 U	mg/kg	0.0058	0.0015	1	04/13/23 08:41	04/13/23 15:12	98-82-8	
Methyl-tert-butyl ether	0.0017 U	mg/kg	0.0058	0.0017	1	04/13/23 08:41	04/13/23 15:12	1634-04-4	
Methylene Chloride	0.0051 U	mg/kg	0.0058	0.0051	1	04/13/23 08:41	04/13/23 15:12	75-09-2	J(v2)
Styrene	0.0029 U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	100-42-5	
Tetrachloroethene	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	127-18-4	
Toluene	0.00094 U	mg/kg	0.0058	0.00094	1	04/13/23 08:41	04/13/23 15:12	108-88-3	
Trichloroethene	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	79-01-6	
Trichlorofluoromethane	0.0029 U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	75-69-4	
Vinyl chloride	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	75-01-4	
Xylene (Total)	0.0060 U	mg/kg	0.017	0.0060	1	04/13/23 08:41	04/13/23 15:12	1330-20-7	
cis-1,2-Dichloroethene	0.0013 U	mg/kg	0.0058	0.0013	1	04/13/23 08:41	04/13/23 15:12	156-59-2	
m&p-Xylene	0.0060 U	mg/kg	0.012	0.0060	1	04/13/23 08:41	04/13/23 15:12	179601-23-1	
n-Propylbenzene	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	103-65-1	
o-Xylene	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	95-47-6	
trans-1,2-Dichloroethene	0.0015 U	mg/kg	0.0058	0.0015	1	04/13/23 08:41	04/13/23 15:12	156-60-5	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-6 **Lab ID: 35792069006** Collected: 04/12/23 10:25 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
Surrogates									
4-Bromofluorobenzene (S)	92	%	68-125		1	04/13/23 08:41	04/13/23 15:12	460-00-4	
Toluene-d8 (S)	101	%	70-130		1	04/13/23 08:41	04/13/23 15:12	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	97	%	70-130		1	04/13/23 08:41	04/13/23 15:12	2199-69-1	
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	12.4	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-1 **Lab ID: 35792069007** Collected: 04/12/23 08:45 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
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FL-PRO Water, Low Volume

Analytical Method: FL-PRO Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Petroleum Range Organics	0.75	U	mg/L	0.93	0.75	1	04/13/23 12:42	04/13/23 16:41	
Surrogates									
o-Terphenyl (S)	90	%	66-139			1	04/13/23 12:42	04/13/23 16:41	84-15-1
N-Pentatriacontane (S)	71	%	42-159			1	04/13/23 12:42	04/13/23 16:41	630-07-09

8270 MSSV PAHLV by SIM

Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Acenaphthene	0.017	U	ug/L	0.45	0.017	1	04/14/23 14:08	04/17/23 09:07	83-32-9
Acenaphthylene	0.028	U	ug/L	0.45	0.028	1	04/14/23 14:08	04/17/23 09:07	208-96-8
Anthracene	0.018	U	ug/L	0.45	0.018	1	04/14/23 14:08	04/17/23 09:07	120-12-7
Benzo(a)anthracene	0.018	U	ug/L	0.091	0.018	1	04/14/23 14:08	04/17/23 09:07	56-55-3
Benzo(a)pyrene	0.019	U	ug/L	0.18	0.019	1	04/14/23 14:08	04/17/23 09:07	50-32-8
Benzo(b)fluoranthene	0.025	U	ug/L	0.091	0.025	1	04/14/23 14:08	04/17/23 09:07	205-99-2
Benzo(g,h,i)perylene	0.021	U	ug/L	0.45	0.021	1	04/14/23 14:08	04/17/23 09:07	191-24-2
Benzo(k)fluoranthene	0.022	U	ug/L	0.45	0.022	1	04/14/23 14:08	04/17/23 09:07	207-08-9
Chrysene	0.024	U	ug/L	0.45	0.024	1	04/14/23 14:08	04/17/23 09:07	218-01-9
Dibenz(a,h)anthracene	0.023	U	ug/L	0.14	0.023	1	04/14/23 14:08	04/17/23 09:07	53-70-3
Fluoranthene	0.016	U	ug/L	0.45	0.016	1	04/14/23 14:08	04/17/23 09:07	206-44-0
Fluorene	0.015	U	ug/L	0.45	0.015	1	04/14/23 14:08	04/17/23 09:07	86-73-7
Indeno(1,2,3-cd)pyrene	0.022	U	ug/L	0.14	0.022	1	04/14/23 14:08	04/17/23 09:07	193-39-5
1-Methylnaphthalene	0.035	U	ug/L	1.8	0.035	1	04/14/23 14:08	04/17/23 09:07	90-12-0
2-Methylnaphthalene	0.062	U	ug/L	1.8	0.062	1	04/14/23 14:08	04/17/23 09:07	91-57-6
Naphthalene	0.26	U	ug/L	1.8	0.26	1	04/14/23 14:08	04/17/23 09:07	91-20-3
Phenanthrene	0.017	U	ug/L	0.45	0.017	1	04/14/23 14:08	04/17/23 09:07	85-01-8
Pyrene	0.029	U	ug/L	0.45	0.029	1	04/14/23 14:08	04/17/23 09:07	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	71	%	32-100			1	04/14/23 14:08	04/17/23 09:07	321-60-8
p-Terphenyl-d14 (S)	91	%	48-112			1	04/14/23 14:08	04/17/23 09:07	1718-51-0

8260 MSV

Analytical Method: EPA 8260

Pace Analytical Services - Ormond Beach

1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1	04/20/23 01:16	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1	04/20/23 01:16	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1	04/20/23 01:16	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1	04/20/23 01:16	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 01:16	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1	04/20/23 01:16	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1	04/20/23 01:16	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1	04/20/23 01:16	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 01:16	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1	04/20/23 01:16	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1	04/20/23 01:16	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1	04/20/23 01:16	106-46-7

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-1 **Lab ID: 35792069007** Collected: 04/12/23 08:45 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7	U	ug/L	50.0	6.7	1	04/20/23 01:16	78-93-3	
2-Hexanone	3.2	U	ug/L	25.0	3.2	1	04/20/23 01:16	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5	U	ug/L	25.0	7.5	1	04/20/23 01:16	108-10-1	
Acetone	8.7	U	ug/L	25.0	8.7	1	04/20/23 01:16	67-64-1	
Benzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	71-43-2	
Bromobenzene	0.21	U	ug/L	1.0	0.21	1	04/20/23 01:16	108-86-1	
Bromochloromethane	0.37	U	ug/L	1.0	0.37	1	04/20/23 01:16	74-97-5	
Bromodichloromethane	0.19	U	ug/L	1.0	0.19	1	04/20/23 01:16	75-27-4	
Bromoform	0.48	U	ug/L	3.0	0.48	1	04/20/23 01:16	75-25-2	
Bromomethane	3.9	U	ug/L	10.0	3.9	1	04/20/23 01:16	74-83-9	J(v2)
Carbon disulfide	1.8	U	ug/L	10.0	1.8	1	04/20/23 01:16	75-15-0	J(v1)
Carbon tetrachloride	0.44	U	ug/L	3.0	0.44	1	04/20/23 01:16	56-23-5	
Chlorobenzene	0.35	U	ug/L	1.0	0.35	1	04/20/23 01:16	108-90-7	
Chloroethane	3.7	U	ug/L	10.0	3.7	1	04/20/23 01:16	75-00-3	
Chloroform	0.56	U	ug/L	1.0	0.56	1	04/20/23 01:16	67-66-3	
Chloromethane	0.43	U	ug/L	1.0	0.43	1	04/20/23 01:16	74-87-3	
Dibromochloromethane	0.45	U	ug/L	2.0	0.45	1	04/20/23 01:16	124-48-1	
Dibromomethane	0.68	U	ug/L	2.0	0.68	1	04/20/23 01:16	74-95-3	
Dichlorodifluoromethane	0.80	U	ug/L	1.0	0.80	1	04/20/23 01:16	75-71-8	
Ethylbenzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	100-41-4	
Isopropylbenzene (Cumene)	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	98-82-8	
Methyl-tert-butyl ether	1.2	U	ug/L	5.0	1.2	1	04/20/23 01:16	1634-04-4	
Methylene Chloride	1.7	U	ug/L	5.0	1.7	1	04/20/23 01:16	75-09-2	
Styrene	0.26	U	ug/L	1.0	0.26	1	04/20/23 01:16	100-42-5	
Tetrachloroethene	0.38	U	ug/L	1.0	0.38	1	04/20/23 01:16	127-18-4	
Toluene	0.33	U	ug/L	1.0	0.33	1	04/20/23 01:16	108-88-3	
Trichloroethene	0.36	U	ug/L	1.0	0.36	1	04/20/23 01:16	79-01-6	
Trichlorofluoromethane	0.72	U	ug/L	1.0	0.72	1	04/20/23 01:16	75-69-4	
Vinyl chloride	0.39	U	ug/L	1.0	0.39	1	04/20/23 01:16	75-01-4	
Xylene (Total)	2.1	U	ug/L	5.0	2.1	1	04/20/23 01:16	1330-20-7	
cis-1,2-Dichloroethene	0.27	U	ug/L	1.0	0.27	1	04/20/23 01:16	156-59-2	
m&p-Xylene	0.75	U	ug/L	4.0	0.75	1	04/20/23 01:16	179601-23-1	
n-Propylbenzene	0.37	U	ug/L	1.0	0.37	1	04/20/23 01:16	103-65-1	
o-Xylene	0.57	U	ug/L	1.0	0.57	1	04/20/23 01:16	95-47-6	
trans-1,2-Dichloroethene	0.23	U	ug/L	1.0	0.23	1	04/20/23 01:16	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	102	%		70-130		1	04/20/23 01:16	460-00-4	
Toluene-d8 (S)	98	%		70-130		1	04/20/23 01:16	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	103	%		70-130		1	04/20/23 01:16	2199-69-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-2 **Lab ID: 35792069008** Collected: 04/12/23 09:15 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
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FL-PRO Water, Low Volume

Analytical Method: FL-PRO Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Petroleum Range Organics	0.79	U	mg/L	0.99	0.79	1	04/17/23 02:00	04/17/23 18:05	
Surrogates									
o-Terphenyl (S)	16	%	66-139			1	04/17/23 02:00	04/17/23 18:05	84-15-1 J(S5)
N-Pentatriacontane (S)	20	%	42-159			1	04/17/23 02:00	04/17/23 18:05	630-07-09 J(S5)

8270 MSSV PAHLV by SIM

Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Acenaphthene	0.62	I	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 09:27	83-32-9
Acenaphthylene	0.31	U	ug/L	5.0	0.31	1	04/14/23 14:08	04/17/23 09:27	208-96-8
Anthracene	0.20	U	ug/L	5.0	0.20	1	04/14/23 14:08	04/17/23 09:27	120-12-7
Benzo(a)anthracene	0.20	U	ug/L	1.0	0.20	1	04/14/23 14:08	04/17/23 09:27	56-55-3
Benzo(a)pyrene	0.21	U	ug/L	2.0	0.21	1	04/14/23 14:08	04/17/23 09:27	50-32-8
Benzo(b)fluoranthene	0.27	U	ug/L	1.0	0.27	1	04/14/23 14:08	04/17/23 09:27	205-99-2
Benzo(g,h,i)perylene	0.23	U	ug/L	5.0	0.23	1	04/14/23 14:08	04/17/23 09:27	191-24-2
Benzo(k)fluoranthene	0.24	U	ug/L	5.0	0.24	1	04/14/23 14:08	04/17/23 09:27	207-08-9
Chrysene	0.26	U	ug/L	5.0	0.26	1	04/14/23 14:08	04/17/23 09:27	218-01-9
Dibenz(a,h)anthracene	0.25	U	ug/L	1.5	0.25	1	04/14/23 14:08	04/17/23 09:27	53-70-3
Fluoranthene	0.18	U	ug/L	5.0	0.18	1	04/14/23 14:08	04/17/23 09:27	206-44-0
Fluorene	0.69	I	ug/L	5.0	0.17	1	04/14/23 14:08	04/17/23 09:27	86-73-7
Indeno(1,2,3-cd)pyrene	0.24	U	ug/L	1.5	0.24	1	04/14/23 14:08	04/17/23 09:27	193-39-5
1-Methylnaphthalene	0.61	I	ug/L	20.0	0.39	1	04/14/23 14:08	04/17/23 09:27	90-12-0
2-Methylnaphthalene	1.7	I	ug/L	20.0	0.68	1	04/14/23 14:08	04/17/23 09:27	91-57-6
Naphthalene	4.1	I	ug/L	20.0	2.9	1	04/14/23 14:08	04/17/23 09:27	91-20-3
Phenanthrene	0.57	I	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 09:27	85-01-8
Pyrene	0.32	U	ug/L	5.0	0.32	1	04/14/23 14:08	04/17/23 09:27	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	66	%	32-100			1	04/14/23 14:08	04/17/23 09:27	321-60-8
p-Terphenyl-d14 (S)	86	%	48-112			1	04/14/23 14:08	04/17/23 09:27	1718-51-0

8260 MSV

Analytical Method: EPA 8260

Pace Analytical Services - Ormond Beach

1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1	04/20/23 01:39	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1	04/20/23 01:39	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1	04/20/23 01:39	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1	04/20/23 01:39	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 01:39	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1	04/20/23 01:39	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1	04/20/23 01:39	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1	04/20/23 01:39	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 01:39	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1	04/20/23 01:39	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1	04/20/23 01:39	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1	04/20/23 01:39	106-46-7

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-2 **Lab ID: 35792069008** Collected: 04/12/23 09:15 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7	U	ug/L	50.0	6.7	1	04/20/23 01:39	78-93-3	
2-Hexanone	3.2	U	ug/L	25.0	3.2	1	04/20/23 01:39	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5	U	ug/L	25.0	7.5	1	04/20/23 01:39	108-10-1	
Acetone	8.7	U	ug/L	25.0	8.7	1	04/20/23 01:39	67-64-1	
Benzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	71-43-2	
Bromobenzene	0.21	U	ug/L	1.0	0.21	1	04/20/23 01:39	108-86-1	
Bromochloromethane	0.37	U	ug/L	1.0	0.37	1	04/20/23 01:39	74-97-5	
Bromodichloromethane	0.19	U	ug/L	1.0	0.19	1	04/20/23 01:39	75-27-4	
Bromoform	0.48	U	ug/L	3.0	0.48	1	04/20/23 01:39	75-25-2	
Bromomethane	3.9	U	ug/L	10.0	3.9	1	04/20/23 01:39	74-83-9	J(v2)
Carbon disulfide	1.8	U	ug/L	10.0	1.8	1	04/20/23 01:39	75-15-0	J(v1)
Carbon tetrachloride	0.44	U	ug/L	3.0	0.44	1	04/20/23 01:39	56-23-5	
Chlorobenzene	0.35	U	ug/L	1.0	0.35	1	04/20/23 01:39	108-90-7	
Chloroethane	3.7	U	ug/L	10.0	3.7	1	04/20/23 01:39	75-00-3	
Chloroform	0.56	U	ug/L	1.0	0.56	1	04/20/23 01:39	67-66-3	
Chloromethane	0.43	U	ug/L	1.0	0.43	1	04/20/23 01:39	74-87-3	
Dibromochloromethane	0.45	U	ug/L	2.0	0.45	1	04/20/23 01:39	124-48-1	
Dibromomethane	0.68	U	ug/L	2.0	0.68	1	04/20/23 01:39	74-95-3	
Dichlorodifluoromethane	0.80	U	ug/L	1.0	0.80	1	04/20/23 01:39	75-71-8	
Ethylbenzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	100-41-4	
Isopropylbenzene (Cumene)	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	98-82-8	
Methyl-tert-butyl ether	1.2	U	ug/L	5.0	1.2	1	04/20/23 01:39	1634-04-4	
Methylene Chloride	1.7	U	ug/L	5.0	1.7	1	04/20/23 01:39	75-09-2	
Styrene	0.26	U	ug/L	1.0	0.26	1	04/20/23 01:39	100-42-5	
Tetrachloroethene	0.38	U	ug/L	1.0	0.38	1	04/20/23 01:39	127-18-4	
Toluene	0.33	U	ug/L	1.0	0.33	1	04/20/23 01:39	108-88-3	
Trichloroethene	0.36	U	ug/L	1.0	0.36	1	04/20/23 01:39	79-01-6	
Trichlorofluoromethane	0.72	U	ug/L	1.0	0.72	1	04/20/23 01:39	75-69-4	
Vinyl chloride	0.39	U	ug/L	1.0	0.39	1	04/20/23 01:39	75-01-4	
Xylene (Total)	2.1	U	ug/L	5.0	2.1	1	04/20/23 01:39	1330-20-7	
cis-1,2-Dichloroethene	0.27	U	ug/L	1.0	0.27	1	04/20/23 01:39	156-59-2	
m&p-Xylene	0.75	U	ug/L	4.0	0.75	1	04/20/23 01:39	179601-23-1	
n-Propylbenzene	0.37	U	ug/L	1.0	0.37	1	04/20/23 01:39	103-65-1	
o-Xylene	0.57	U	ug/L	1.0	0.57	1	04/20/23 01:39	95-47-6	
trans-1,2-Dichloroethene	0.23	U	ug/L	1.0	0.23	1	04/20/23 01:39	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	102	%		70-130		1	04/20/23 01:39	460-00-4	
Toluene-d8 (S)	100	%		70-130		1	04/20/23 01:39	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	100	%		70-130		1	04/20/23 01:39	2199-69-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-3 Lab ID: 35792069009 Collected: 04/12/23 09:45 Received: 04/12/23 11:48 Matrix: Water									
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Water, Low Volume									
Analytical Method: FL-PRO Preparation Method: EPA 3510									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	0.75 U	mg/L	0.94	0.75	1	04/13/23 12:42	04/13/23 17:12		
Surrogates									
o-Terphenyl (S)	56	%	66-139		1	04/13/23 12:42	04/13/23 17:12	84-15-1	J(S0), P2
N-Pentatriacontane (S)	46	%	42-159		1	04/13/23 12:42	04/13/23 17:12	630-07-09	
8270 MSSV PAHLV by SIM									
Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.19 U	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 09:47	83-32-9	
Acenaphthylene	0.31 U	ug/L	5.0	0.31	1	04/14/23 14:08	04/17/23 09:47	208-96-8	
Anthracene	0.20 U	ug/L	5.0	0.20	1	04/14/23 14:08	04/17/23 09:47	120-12-7	
Benzo(a)anthracene	0.20 U	ug/L	1.0	0.20	1	04/14/23 14:08	04/17/23 09:47	56-55-3	
Benzo(a)pyrene	0.21 U	ug/L	2.0	0.21	1	04/14/23 14:08	04/17/23 09:47	50-32-8	
Benzo(b)fluoranthene	0.27 U	ug/L	1.0	0.27	1	04/14/23 14:08	04/17/23 09:47	205-99-2	
Benzo(g,h,i)perylene	0.23 U	ug/L	5.0	0.23	1	04/14/23 14:08	04/17/23 09:47	191-24-2	
Benzo(k)fluoranthene	0.24 U	ug/L	5.0	0.24	1	04/14/23 14:08	04/17/23 09:47	207-08-9	
Chrysene	0.26 U	ug/L	5.0	0.26	1	04/14/23 14:08	04/17/23 09:47	218-01-9	
Dibenz(a,h)anthracene	0.25 U	ug/L	1.5	0.25	1	04/14/23 14:08	04/17/23 09:47	53-70-3	
Fluoranthene	0.18 U	ug/L	5.0	0.18	1	04/14/23 14:08	04/17/23 09:47	206-44-0	
Fluorene	0.17 U	ug/L	5.0	0.17	1	04/14/23 14:08	04/17/23 09:47	86-73-7	
Indeno(1,2,3-cd)pyrene	0.24 U	ug/L	1.5	0.24	1	04/14/23 14:08	04/17/23 09:47	193-39-5	
1-Methylnaphthalene	0.39 U	ug/L	20.0	0.39	1	04/14/23 14:08	04/17/23 09:47	90-12-0	
2-Methylnaphthalene	0.68 U	ug/L	20.0	0.68	1	04/14/23 14:08	04/17/23 09:47	91-57-6	
Naphthalene	2.9 U	ug/L	20.0	2.9	1	04/14/23 14:08	04/17/23 09:47	91-20-3	
Phenanthrene	0.19 U	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 09:47	85-01-8	
Pyrene	0.32 U	ug/L	5.0	0.32	1	04/14/23 14:08	04/17/23 09:47	129-00-0	
Surrogates									
2-Fluorobiphenyl (S)	58	%	32-100		1	04/14/23 14:08	04/17/23 09:47	321-60-8	
p-Terphenyl-d14 (S)	80	%	48-112		1	04/14/23 14:08	04/17/23 09:47	1718-51-0	
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.30 U	ug/L	1.0	0.30	1		04/20/23 02:02	71-55-6	
1,1,2,2-Tetrachloroethane	0.59 U	ug/L	1.0	0.59	1		04/20/23 02:02	79-34-5	
1,1,2-Trichloroethane	0.30 U	ug/L	1.0	0.30	1		04/20/23 02:02	79-00-5	
1,1-Dichloroethane	0.34 U	ug/L	1.0	0.34	1		04/20/23 02:02	75-34-3	
1,1-Dichloroethene	0.59 U	ug/L	1.0	0.59	1		04/20/23 02:02	75-35-4	
1,1-Dichloropropene	0.66 U	ug/L	1.0	0.66	1		04/20/23 02:02	563-58-6	
1,2,4-Trimethylbenzene	0.24 U	ug/L	1.0	0.24	1		04/20/23 02:02	95-63-6	
1,2-Dichlorobenzene	0.60 U	ug/L	1.0	0.60	1		04/20/23 02:02	95-50-1	
1,2-Dichloroethane	0.27 U	ug/L	1.0	0.27	1		04/20/23 02:02	107-06-2	
1,2-Dichloropropane	0.23 U	ug/L	1.0	0.23	1		04/20/23 02:02	78-87-5	
1,3,5-Trimethylbenzene	0.24 U	ug/L	1.0	0.24	1		04/20/23 02:02	108-67-8	
1,3-Dichlorobenzene	0.33 U	ug/L	1.0	0.33	1		04/20/23 02:02	541-73-1	
1,3-Dichloropropane	0.26 U	ug/L	1.0	0.26	1		04/20/23 02:02	142-28-9	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-3 **Lab ID: 35792069009** Collected: 04/12/23 09:45 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
1,4-Dichlorobenzene	0.28 U	ug/L	1.0	0.28	1		04/20/23 02:02	106-46-7	
2-Butanone (MEK)	6.7 U	ug/L	50.0	6.7	1		04/20/23 02:02	78-93-3	
2-Hexanone	3.2 U	ug/L	25.0	3.2	1		04/20/23 02:02	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5 U	ug/L	25.0	7.5	1		04/20/23 02:02	108-10-1	
Acetone	8.7 U	ug/L	25.0	8.7	1		04/20/23 02:02	67-64-1	
Benzene	0.30 U	ug/L	1.0	0.30	1		04/20/23 02:02	71-43-2	
Bromobenzene	0.21 U	ug/L	1.0	0.21	1		04/20/23 02:02	108-86-1	
Bromochloromethane	0.37 U	ug/L	1.0	0.37	1		04/20/23 02:02	74-97-5	
Bromodichloromethane	0.19 U	ug/L	1.0	0.19	1		04/20/23 02:02	75-27-4	
Bromoform	0.48 U	ug/L	3.0	0.48	1		04/20/23 02:02	75-25-2	
Bromomethane	3.9 U	ug/L	10.0	3.9	1		04/20/23 02:02	74-83-9	J(v2)
Carbon disulfide	1.8 U	ug/L	10.0	1.8	1		04/20/23 02:02	75-15-0	J(v1)
Carbon tetrachloride	0.44 U	ug/L	3.0	0.44	1		04/20/23 02:02	56-23-5	
Chlorobenzene	0.35 U	ug/L	1.0	0.35	1		04/20/23 02:02	108-90-7	
Chloroethane	3.7 U	ug/L	10.0	3.7	1		04/20/23 02:02	75-00-3	
Chloroform	0.56 U	ug/L	1.0	0.56	1		04/20/23 02:02	67-66-3	
Chloromethane	0.43 U	ug/L	1.0	0.43	1		04/20/23 02:02	74-87-3	
Dibromochloromethane	0.45 U	ug/L	2.0	0.45	1		04/20/23 02:02	124-48-1	
Dibromomethane	0.68 U	ug/L	2.0	0.68	1		04/20/23 02:02	74-95-3	
Dichlorodifluoromethane	0.80 U	ug/L	1.0	0.80	1		04/20/23 02:02	75-71-8	
Ethylbenzene	0.30 U	ug/L	1.0	0.30	1		04/20/23 02:02	100-41-4	
Isopropylbenzene (Cumene)	0.30 U	ug/L	1.0	0.30	1		04/20/23 02:02	98-82-8	
Methyl-tert-butyl ether	1.2 U	ug/L	5.0	1.2	1		04/20/23 02:02	1634-04-4	
Methylene Chloride	1.7 U	ug/L	5.0	1.7	1		04/20/23 02:02	75-09-2	
Styrene	0.26 U	ug/L	1.0	0.26	1		04/20/23 02:02	100-42-5	
Tetrachloroethene	0.38 U	ug/L	1.0	0.38	1		04/20/23 02:02	127-18-4	
Toluene	0.33 U	ug/L	1.0	0.33	1		04/20/23 02:02	108-88-3	
Trichloroethene	0.36 U	ug/L	1.0	0.36	1		04/20/23 02:02	79-01-6	
Trichlorofluoromethane	0.72 U	ug/L	1.0	0.72	1		04/20/23 02:02	75-69-4	
Vinyl chloride	0.39 U	ug/L	1.0	0.39	1		04/20/23 02:02	75-01-4	
Xylene (Total)	2.1 U	ug/L	5.0	2.1	1		04/20/23 02:02	1330-20-7	
cis-1,2-Dichloroethene	0.27 U	ug/L	1.0	0.27	1		04/20/23 02:02	156-59-2	
m&p-Xylene	0.75 U	ug/L	4.0	0.75	1		04/20/23 02:02	179601-23-1	
n-Propylbenzene	0.37 U	ug/L	1.0	0.37	1		04/20/23 02:02	103-65-1	
o-Xylene	0.57 U	ug/L	1.0	0.57	1		04/20/23 02:02	95-47-6	
trans-1,2-Dichloroethene	0.23 U	ug/L	1.0	0.23	1		04/20/23 02:02	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	101	%	70-130		1		04/20/23 02:02	460-00-4	
Toluene-d8 (S)	99	%	70-130		1		04/20/23 02:02	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	101	%	70-130		1		04/20/23 02:02	2199-69-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: TW-4		Lab ID: 35792069010		Collected: 04/12/23 10:10		Received: 04/12/23 11:48		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Water, Low Volume									
Analytical Method: FL-PRO Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	0.75	U	mg/L	0.94	0.75	1	04/13/23 12:42	04/13/23 17:28	
Surrogates									
o-Terphenyl (S)	68	%	66-139			1	04/13/23 12:42	04/13/23 17:28	84-15-1
N-Pentatriacontane (S)	53	%	42-159			1	04/13/23 12:42	04/13/23 17:28	630-07-09
8270 MSSV PAHLV by SIM									
Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510 Pace Analytical Services - Ormond Beach									
Acenaphthene	0.017	U	ug/L	0.46	0.017	1	04/14/23 14:08	04/17/23 10:08	83-32-9
Acenaphthylene	0.028	U	ug/L	0.46	0.028	1	04/14/23 14:08	04/17/23 10:08	208-96-8
Anthracene	0.018	U	ug/L	0.46	0.018	1	04/14/23 14:08	04/17/23 10:08	120-12-7
Benzo(a)anthracene	0.018	U	ug/L	0.092	0.018	1	04/14/23 14:08	04/17/23 10:08	56-55-3
Benzo(a)pyrene	0.019	U	ug/L	0.18	0.019	1	04/14/23 14:08	04/17/23 10:08	50-32-8
Benzo(b)fluoranthene	0.025	U	ug/L	0.092	0.025	1	04/14/23 14:08	04/17/23 10:08	205-99-2
Benzo(g,h,i)perylene	0.021	U	ug/L	0.46	0.021	1	04/14/23 14:08	04/17/23 10:08	191-24-2
Benzo(k)fluoranthene	0.022	U	ug/L	0.46	0.022	1	04/14/23 14:08	04/17/23 10:08	207-08-9
Chrysene	0.024	U	ug/L	0.46	0.024	1	04/14/23 14:08	04/17/23 10:08	218-01-9
Dibenz(a,h)anthracene	0.023	U	ug/L	0.14	0.023	1	04/14/23 14:08	04/17/23 10:08	53-70-3
Fluoranthene	0.016	U	ug/L	0.46	0.016	1	04/14/23 14:08	04/17/23 10:08	206-44-0
Fluorene	0.016	U	ug/L	0.46	0.016	1	04/14/23 14:08	04/17/23 10:08	86-73-7
Indeno(1,2,3-cd)pyrene	0.022	U	ug/L	0.14	0.022	1	04/14/23 14:08	04/17/23 10:08	193-39-5
1-Methylnaphthalene	0.035	U	ug/L	1.8	0.035	1	04/14/23 14:08	04/17/23 10:08	90-12-0
2-Methylnaphthalene	0.063	U	ug/L	1.8	0.063	1	04/14/23 14:08	04/17/23 10:08	91-57-6
Naphthalene	0.27	U	ug/L	1.8	0.27	1	04/14/23 14:08	04/17/23 10:08	91-20-3
Phenanthrene	0.017	U	ug/L	0.46	0.017	1	04/14/23 14:08	04/17/23 10:08	85-01-8
Pyrene	0.029	U	ug/L	0.46	0.029	1	04/14/23 14:08	04/17/23 10:08	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	63	%	32-100			1	04/14/23 14:08	04/17/23 10:08	321-60-8
p-Terphenyl-d14 (S)	84	%	48-112			1	04/14/23 14:08	04/17/23 10:08	1718-51-0
8260 MSV									
Analytical Method: EPA 8260 Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1		04/20/23 02:24	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1		04/20/23 02:24	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1		04/20/23 02:24	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1		04/20/23 02:24	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1		04/20/23 02:24	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1		04/20/23 02:24	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1		04/20/23 02:24	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1		04/20/23 02:24	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1		04/20/23 02:24	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1		04/20/23 02:24	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1		04/20/23 02:24	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1		04/20/23 02:24	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1		04/20/23 02:24	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1		04/20/23 02:24	106-46-7

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-4 **Lab ID: 35792069010** Collected: 04/12/23 10:10 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7	U	ug/L	50.0	6.7	1	04/20/23 02:24	78-93-3	
2-Hexanone	3.2	U	ug/L	25.0	3.2	1	04/20/23 02:24	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5	U	ug/L	25.0	7.5	1	04/20/23 02:24	108-10-1	
Acetone	8.7	U	ug/L	25.0	8.7	1	04/20/23 02:24	67-64-1	
Benzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:24	71-43-2	
Bromobenzene	0.21	U	ug/L	1.0	0.21	1	04/20/23 02:24	108-86-1	
Bromochloromethane	0.37	U	ug/L	1.0	0.37	1	04/20/23 02:24	74-97-5	
Bromodichloromethane	0.19	U	ug/L	1.0	0.19	1	04/20/23 02:24	75-27-4	
Bromoform	0.48	U	ug/L	3.0	0.48	1	04/20/23 02:24	75-25-2	
Bromomethane	3.9	U	ug/L	10.0	3.9	1	04/20/23 02:24	74-83-9	J(v2)
Carbon disulfide	1.8	U	ug/L	10.0	1.8	1	04/20/23 02:24	75-15-0	J(v1)
Carbon tetrachloride	0.44	U	ug/L	3.0	0.44	1	04/20/23 02:24	56-23-5	
Chlorobenzene	0.35	U	ug/L	1.0	0.35	1	04/20/23 02:24	108-90-7	
Chloroethane	3.7	U	ug/L	10.0	3.7	1	04/20/23 02:24	75-00-3	
Chloroform	0.56	U	ug/L	1.0	0.56	1	04/20/23 02:24	67-66-3	
Chloromethane	0.43	U	ug/L	1.0	0.43	1	04/20/23 02:24	74-87-3	
Dibromochloromethane	0.45	U	ug/L	2.0	0.45	1	04/20/23 02:24	124-48-1	
Dibromomethane	0.68	U	ug/L	2.0	0.68	1	04/20/23 02:24	74-95-3	
Dichlorodifluoromethane	0.80	U	ug/L	1.0	0.80	1	04/20/23 02:24	75-71-8	
Ethylbenzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:24	100-41-4	
Isopropylbenzene (Cumene)	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:24	98-82-8	
Methyl-tert-butyl ether	1.2	U	ug/L	5.0	1.2	1	04/20/23 02:24	1634-04-4	
Methylene Chloride	1.7	U	ug/L	5.0	1.7	1	04/20/23 02:24	75-09-2	
Styrene	0.26	U	ug/L	1.0	0.26	1	04/20/23 02:24	100-42-5	
Tetrachloroethene	0.38	U	ug/L	1.0	0.38	1	04/20/23 02:24	127-18-4	
Toluene	0.33	U	ug/L	1.0	0.33	1	04/20/23 02:24	108-88-3	
Trichloroethene	0.36	U	ug/L	1.0	0.36	1	04/20/23 02:24	79-01-6	
Trichlorofluoromethane	0.72	U	ug/L	1.0	0.72	1	04/20/23 02:24	75-69-4	
Vinyl chloride	0.39	U	ug/L	1.0	0.39	1	04/20/23 02:24	75-01-4	
Xylene (Total)	2.1	U	ug/L	5.0	2.1	1	04/20/23 02:24	1330-20-7	
cis-1,2-Dichloroethene	0.27	U	ug/L	1.0	0.27	1	04/20/23 02:24	156-59-2	
m&p-Xylene	0.75	U	ug/L	4.0	0.75	1	04/20/23 02:24	179601-23-1	
n-Propylbenzene	0.37	U	ug/L	1.0	0.37	1	04/20/23 02:24	103-65-1	
o-Xylene	0.57	U	ug/L	1.0	0.57	1	04/20/23 02:24	95-47-6	
trans-1,2-Dichloroethene	0.23	U	ug/L	1.0	0.23	1	04/20/23 02:24	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	103	%		70-130		1	04/20/23 02:24	460-00-4	
Toluene-d8 (S)	98	%		70-130		1	04/20/23 02:24	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	101	%		70-130		1	04/20/23 02:24	2199-69-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-5 **Lab ID: 35792069011** Collected: 04/12/23 10:45 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
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FL-PRO Water, Low Volume

Analytical Method: FL-PRO Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Petroleum Range Organics	0.76	U	mg/L	0.95	0.76	1	04/17/23 02:00	04/17/23 18:18	
Surrogates									
o-Terphenyl (S)	21	%	66-139			1	04/17/23 02:00	04/17/23 18:18	84-15-1 J(S5)
N-Pentatriacontane (S)	22	%	42-159			1	04/17/23 02:00	04/17/23 18:18	630-07-09 J(S5)

8270 MSSV PAHLV by SIM

Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Acenaphthene	0.19	U	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 10:28	83-32-9
Acenaphthylene	0.31	U	ug/L	5.0	0.31	1	04/14/23 14:08	04/17/23 10:28	208-96-8
Anthracene	0.20	U	ug/L	5.0	0.20	1	04/14/23 14:08	04/17/23 10:28	120-12-7
Benzo(a)anthracene	0.20	U	ug/L	1.0	0.20	1	04/14/23 14:08	04/17/23 10:28	56-55-3
Benzo(a)pyrene	0.21	U	ug/L	2.0	0.21	1	04/14/23 14:08	04/17/23 10:28	50-32-8
Benzo(b)fluoranthene	0.27	U	ug/L	1.0	0.27	1	04/14/23 14:08	04/17/23 10:28	205-99-2
Benzo(g,h,i)perylene	0.23	U	ug/L	5.0	0.23	1	04/14/23 14:08	04/17/23 10:28	191-24-2
Benzo(k)fluoranthene	0.24	U	ug/L	5.0	0.24	1	04/14/23 14:08	04/17/23 10:28	207-08-9
Chrysene	0.26	U	ug/L	5.0	0.26	1	04/14/23 14:08	04/17/23 10:28	218-01-9
Dibenz(a,h)anthracene	0.25	U	ug/L	1.5	0.25	1	04/14/23 14:08	04/17/23 10:28	53-70-3
Fluoranthene	0.18	U	ug/L	5.0	0.18	1	04/14/23 14:08	04/17/23 10:28	206-44-0
Fluorene	0.17	U	ug/L	5.0	0.17	1	04/14/23 14:08	04/17/23 10:28	86-73-7
Indeno(1,2,3-cd)pyrene	0.24	U	ug/L	1.5	0.24	1	04/14/23 14:08	04/17/23 10:28	193-39-5
1-Methylnaphthalene	0.39	U	ug/L	20.0	0.39	1	04/14/23 14:08	04/17/23 10:28	90-12-0
2-Methylnaphthalene	0.68	U	ug/L	20.0	0.68	1	04/14/23 14:08	04/17/23 10:28	91-57-6
Naphthalene	2.9	U	ug/L	20.0	2.9	1	04/14/23 14:08	04/17/23 10:28	91-20-3
Phenanthrene	0.19	U	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 10:28	85-01-8
Pyrene	0.32	U	ug/L	5.0	0.32	1	04/14/23 14:08	04/17/23 10:28	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	70	%	32-100			1	04/14/23 14:08	04/17/23 10:28	321-60-8
p-Terphenyl-d14 (S)	86	%	48-112			1	04/14/23 14:08	04/17/23 10:28	1718-51-0

8260 MSV

Analytical Method: EPA 8260

Pace Analytical Services - Ormond Beach

1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:46	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1	04/20/23 02:46	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:46	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1	04/20/23 02:46	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1	04/20/23 02:46	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1	04/20/23 02:46	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 02:46	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1	04/20/23 02:46	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1	04/20/23 02:46	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1	04/20/23 02:46	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 02:46	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1	04/20/23 02:46	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1	04/20/23 02:46	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1	04/20/23 02:46	106-46-7

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-5 **Lab ID: 35792069011** Collected: 04/12/23 10:45 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7	U	ug/L	50.0	6.7	1	04/20/23 02:46	78-93-3	
2-Hexanone	3.2	U	ug/L	25.0	3.2	1	04/20/23 02:46	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5	U	ug/L	25.0	7.5	1	04/20/23 02:46	108-10-1	
Acetone	8.7	U	ug/L	25.0	8.7	1	04/20/23 02:46	67-64-1	
Benzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:46	71-43-2	
Bromobenzene	0.21	U	ug/L	1.0	0.21	1	04/20/23 02:46	108-86-1	
Bromochloromethane	0.37	U	ug/L	1.0	0.37	1	04/20/23 02:46	74-97-5	
Bromodichloromethane	0.19	U	ug/L	1.0	0.19	1	04/20/23 02:46	75-27-4	
Bromoform	0.48	U	ug/L	3.0	0.48	1	04/20/23 02:46	75-25-2	
Bromomethane	3.9	U	ug/L	10.0	3.9	1	04/20/23 02:46	74-83-9	J(v2)
Carbon disulfide	1.8	U	ug/L	10.0	1.8	1	04/20/23 02:46	75-15-0	J(v1)
Carbon tetrachloride	0.44	U	ug/L	3.0	0.44	1	04/20/23 02:46	56-23-5	
Chlorobenzene	0.35	U	ug/L	1.0	0.35	1	04/20/23 02:46	108-90-7	
Chloroethane	3.7	U	ug/L	10.0	3.7	1	04/20/23 02:46	75-00-3	
Chloroform	0.56	U	ug/L	1.0	0.56	1	04/20/23 02:46	67-66-3	
Chloromethane	0.43	U	ug/L	1.0	0.43	1	04/20/23 02:46	74-87-3	
Dibromochloromethane	0.45	U	ug/L	2.0	0.45	1	04/20/23 02:46	124-48-1	
Dibromomethane	0.68	U	ug/L	2.0	0.68	1	04/20/23 02:46	74-95-3	
Dichlorodifluoromethane	0.80	U	ug/L	1.0	0.80	1	04/20/23 02:46	75-71-8	
Ethylbenzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:46	100-41-4	
Isopropylbenzene (Cumene)	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:46	98-82-8	
Methyl-tert-butyl ether	1.2	U	ug/L	5.0	1.2	1	04/20/23 02:46	1634-04-4	
Methylene Chloride	1.7	U	ug/L	5.0	1.7	1	04/20/23 02:46	75-09-2	
Styrene	0.26	U	ug/L	1.0	0.26	1	04/20/23 02:46	100-42-5	
Tetrachloroethene	0.38	U	ug/L	1.0	0.38	1	04/20/23 02:46	127-18-4	
Toluene	0.33	U	ug/L	1.0	0.33	1	04/20/23 02:46	108-88-3	
Trichloroethene	0.36	U	ug/L	1.0	0.36	1	04/20/23 02:46	79-01-6	
Trichlorofluoromethane	0.72	U	ug/L	1.0	0.72	1	04/20/23 02:46	75-69-4	
Vinyl chloride	0.39	U	ug/L	1.0	0.39	1	04/20/23 02:46	75-01-4	
Xylene (Total)	2.1	U	ug/L	5.0	2.1	1	04/20/23 02:46	1330-20-7	
cis-1,2-Dichloroethene	0.27	U	ug/L	1.0	0.27	1	04/20/23 02:46	156-59-2	
m&p-Xylene	0.75	U	ug/L	4.0	0.75	1	04/20/23 02:46	179601-23-1	
n-Propylbenzene	0.37	U	ug/L	1.0	0.37	1	04/20/23 02:46	103-65-1	
o-Xylene	0.57	U	ug/L	1.0	0.57	1	04/20/23 02:46	95-47-6	
trans-1,2-Dichloroethene	0.23	U	ug/L	1.0	0.23	1	04/20/23 02:46	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	103	%		70-130		1	04/20/23 02:46	460-00-4	
Toluene-d8 (S)	99	%		70-130		1	04/20/23 02:46	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	101	%		70-130		1	04/20/23 02:46	2199-69-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-6 **Lab ID: 35792069012** Collected: 04/12/23 11:10 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
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FL-PRO Water, Low Volume

Analytical Method: FL-PRO Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Petroleum Range Organics	0.75	U	mg/L	0.94	0.75	1	04/13/23 12:42	04/13/23 17:59	
Surrogates									
o-Terphenyl (S)	74	%	66-139			1	04/13/23 12:42	04/13/23 17:59	84-15-1
N-Pentatriacontane (S)	59	%	42-159			1	04/13/23 12:42	04/13/23 17:59	630-07-09

8270 MSSV PAHLV by SIM

Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Acenaphthene	0.018	U	ug/L	0.47	0.018	1	04/14/23 14:08	04/17/23 10:48	83-32-9
Acenaphthylene	0.029	U	ug/L	0.47	0.029	1	04/14/23 14:08	04/17/23 10:48	208-96-8
Anthracene	0.019	U	ug/L	0.47	0.019	1	04/14/23 14:08	04/17/23 10:48	120-12-7
Benzo(a)anthracene	0.019	U	ug/L	0.093	0.019	1	04/14/23 14:08	04/17/23 10:48	56-55-3
Benzo(a)pyrene	0.020	U	ug/L	0.19	0.020	1	04/14/23 14:08	04/17/23 10:48	50-32-8
Benzo(b)fluoranthene	0.025	U	ug/L	0.093	0.025	1	04/14/23 14:08	04/17/23 10:48	205-99-2
Benzo(g,h,i)perylene	0.021	U	ug/L	0.47	0.021	1	04/14/23 14:08	04/17/23 10:48	191-24-2
Benzo(k)fluoranthene	0.022	U	ug/L	0.47	0.022	1	04/14/23 14:08	04/17/23 10:48	207-08-9
Chrysene	0.024	U	ug/L	0.47	0.024	1	04/14/23 14:08	04/17/23 10:48	218-01-9
Dibenz(a,h)anthracene	0.023	U	ug/L	0.14	0.023	1	04/14/23 14:08	04/17/23 10:48	53-70-3
Fluoranthene	0.017	U	ug/L	0.47	0.017	1	04/14/23 14:08	04/17/23 10:48	206-44-0
Fluorene	0.016	U	ug/L	0.47	0.016	1	04/14/23 14:08	04/17/23 10:48	86-73-7
Indeno(1,2,3-cd)pyrene	0.022	U	ug/L	0.14	0.022	1	04/14/23 14:08	04/17/23 10:48	193-39-5
1-Methylnaphthalene	0.036	U	ug/L	1.9	0.036	1	04/14/23 14:08	04/17/23 10:48	90-12-0
2-Methylnaphthalene	0.083	I	ug/L	1.9	0.064	1	04/14/23 14:08	04/17/23 10:48	91-57-6
Naphthalene	0.27	U	ug/L	1.9	0.27	1	04/14/23 14:08	04/17/23 10:48	91-20-3
Phenanthrene	0.018	U	ug/L	0.47	0.018	1	04/14/23 14:08	04/17/23 10:48	85-01-8
Pyrene	0.030	U	ug/L	0.47	0.030	1	04/14/23 14:08	04/17/23 10:48	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	69	%	32-100			1	04/14/23 14:08	04/17/23 10:48	321-60-8
p-Terphenyl-d14 (S)	84	%	48-112			1	04/14/23 14:08	04/17/23 10:48	1718-51-0

8260 MSV

Analytical Method: EPA 8260

Pace Analytical Services - Ormond Beach

1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 03:09	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1	04/20/23 03:09	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 03:09	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1	04/20/23 03:09	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1	04/20/23 03:09	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1	04/20/23 03:09	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 03:09	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1	04/20/23 03:09	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1	04/20/23 03:09	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1	04/20/23 03:09	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 03:09	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1	04/20/23 03:09	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1	04/20/23 03:09	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1	04/20/23 03:09	106-46-7

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-6 **Lab ID: 35792069012** Collected: 04/12/23 11:10 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7	U	ug/L	50.0	6.7	1	04/20/23 03:09	78-93-3	
2-Hexanone	3.2	U	ug/L	25.0	3.2	1	04/20/23 03:09	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5	U	ug/L	25.0	7.5	1	04/20/23 03:09	108-10-1	
Acetone	8.7	U	ug/L	25.0	8.7	1	04/20/23 03:09	67-64-1	
Benzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 03:09	71-43-2	
Bromobenzene	0.21	U	ug/L	1.0	0.21	1	04/20/23 03:09	108-86-1	
Bromochloromethane	0.37	U	ug/L	1.0	0.37	1	04/20/23 03:09	74-97-5	
Bromodichloromethane	0.19	U	ug/L	1.0	0.19	1	04/20/23 03:09	75-27-4	
Bromoform	0.48	U	ug/L	3.0	0.48	1	04/20/23 03:09	75-25-2	
Bromomethane	3.9	U	ug/L	10.0	3.9	1	04/20/23 03:09	74-83-9	J(v2)
Carbon disulfide	1.8	U	ug/L	10.0	1.8	1	04/20/23 03:09	75-15-0	J(v1)
Carbon tetrachloride	0.44	U	ug/L	3.0	0.44	1	04/20/23 03:09	56-23-5	
Chlorobenzene	0.35	U	ug/L	1.0	0.35	1	04/20/23 03:09	108-90-7	
Chloroethane	3.7	U	ug/L	10.0	3.7	1	04/20/23 03:09	75-00-3	
Chloroform	0.56	U	ug/L	1.0	0.56	1	04/20/23 03:09	67-66-3	
Chloromethane	0.43	U	ug/L	1.0	0.43	1	04/20/23 03:09	74-87-3	
Dibromochloromethane	0.45	U	ug/L	2.0	0.45	1	04/20/23 03:09	124-48-1	
Dibromomethane	0.68	U	ug/L	2.0	0.68	1	04/20/23 03:09	74-95-3	
Dichlorodifluoromethane	0.80	U	ug/L	1.0	0.80	1	04/20/23 03:09	75-71-8	
Ethylbenzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 03:09	100-41-4	
Isopropylbenzene (Cumene)	0.30	U	ug/L	1.0	0.30	1	04/20/23 03:09	98-82-8	
Methyl-tert-butyl ether	1.2	U	ug/L	5.0	1.2	1	04/20/23 03:09	1634-04-4	
Methylene Chloride	1.7	U	ug/L	5.0	1.7	1	04/20/23 03:09	75-09-2	
Styrene	0.26	U	ug/L	1.0	0.26	1	04/20/23 03:09	100-42-5	
Tetrachloroethene	0.38	U	ug/L	1.0	0.38	1	04/20/23 03:09	127-18-4	
Toluene	0.33	U	ug/L	1.0	0.33	1	04/20/23 03:09	108-88-3	
Trichloroethene	0.36	U	ug/L	1.0	0.36	1	04/20/23 03:09	79-01-6	
Trichlorofluoromethane	0.72	U	ug/L	1.0	0.72	1	04/20/23 03:09	75-69-4	
Vinyl chloride	0.39	U	ug/L	1.0	0.39	1	04/20/23 03:09	75-01-4	
Xylene (Total)	2.1	U	ug/L	5.0	2.1	1	04/20/23 03:09	1330-20-7	
cis-1,2-Dichloroethene	0.27	U	ug/L	1.0	0.27	1	04/20/23 03:09	156-59-2	
m&p-Xylene	0.75	U	ug/L	4.0	0.75	1	04/20/23 03:09	179601-23-1	
n-Propylbenzene	0.37	U	ug/L	1.0	0.37	1	04/20/23 03:09	103-65-1	
o-Xylene	0.57	U	ug/L	1.0	0.57	1	04/20/23 03:09	95-47-6	
trans-1,2-Dichloroethene	0.23	U	ug/L	1.0	0.23	1	04/20/23 03:09	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	102	%		70-130		1	04/20/23 03:09	460-00-4	
Toluene-d8 (S)	97	%		70-130		1	04/20/23 03:09	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	100	%		70-130		1	04/20/23 03:09	2199-69-1	

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	908888	Analysis Method:	EPA 8260
QC Batch Method:	EPA 5035	Analysis Description:	8260 MSV 5035
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

METHOD BLANK: 4996355 Matrix: Solid
Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
1,1,1-Trichloroethane	mg/kg	0.0013 U	0.0050	0.0013	04/13/23 10:31	
1,1,2,2-Tetrachloroethane	mg/kg	0.00061 U	0.0050	0.00061	04/13/23 10:31	
1,1,2-Trichloroethane	mg/kg	0.00059 U	0.0050	0.00059	04/13/23 10:31	
1,1-Dichloroethane	mg/kg	0.00099 U	0.0050	0.00099	04/13/23 10:31	
1,1-Dichloroethene	mg/kg	0.0025 U	0.0050	0.0025	04/13/23 10:31	
1,1-Dichloropropene	mg/kg	0.0026 U	0.0050	0.0026	04/13/23 10:31	
1,2,4-Trimethylbenzene	mg/kg	0.0011 U	0.0050	0.0011	04/13/23 10:31	
1,2-Dichlorobenzene	mg/kg	0.00076 U	0.0050	0.00076	04/13/23 10:31	
1,2-Dichloroethane	mg/kg	0.00077 U	0.0050	0.00077	04/13/23 10:31	
1,2-Dichloropropane	mg/kg	0.00093 U	0.0050	0.00093	04/13/23 10:31	
1,3,5-Trimethylbenzene	mg/kg	0.0013 U	0.0050	0.0013	04/13/23 10:31	
1,3-Dichlorobenzene	mg/kg	0.00092 U	0.0050	0.00092	04/13/23 10:31	
1,3-Dichloropropane	mg/kg	0.00086 U	0.0050	0.00086	04/13/23 10:31	
1,4-Dichlorobenzene	mg/kg	0.00067 U	0.0050	0.00067	04/13/23 10:31	
2-Butanone (MEK)	mg/kg	0.0050 U	0.050	0.0050	04/13/23 10:31	
2-Hexanone	mg/kg	0.0050 U	0.025	0.0050	04/13/23 10:31	
4-Methyl-2-pentanone (MIBK)	mg/kg	0.0050 U	0.025	0.0050	04/13/23 10:31	
Acetone	mg/kg	0.0090 U	0.050	0.0090	04/13/23 10:31	
Benzene	mg/kg	0.0010 U	0.0050	0.0010	04/13/23 10:31	
Bromobenzene	mg/kg	0.00090 U	0.0050	0.00090	04/13/23 10:31	
Bromochloromethane	mg/kg	0.00074 U	0.0050	0.00074	04/13/23 10:31	
Bromodichloromethane	mg/kg	0.0011 U	0.0050	0.0011	04/13/23 10:31	
Bromoform	mg/kg	0.0011 U	0.0050	0.0011	04/13/23 10:31	
Bromomethane	mg/kg	0.0018 U	0.0050	0.0018	04/13/23 10:31	J(v2)
Carbon disulfide	mg/kg	0.0025 U	0.0050	0.0025	04/13/23 10:31	
Carbon tetrachloride	mg/kg	0.0012 U	0.0050	0.0012	04/13/23 10:31	
Chlorobenzene	mg/kg	0.00094 U	0.0050	0.00094	04/13/23 10:31	
Chloroethane	mg/kg	0.0021 U	0.0050	0.0021	04/13/23 10:31	J(v2)
Chloroform	mg/kg	0.00085 U	0.0050	0.00085	04/13/23 10:31	
Chloromethane	mg/kg	0.00090 U	0.0050	0.00090	04/13/23 10:31	
cis-1,2-Dichloroethene	mg/kg	0.0011 U	0.0050	0.0011	04/13/23 10:31	
Dibromochloromethane	mg/kg	0.00088 U	0.0050	0.00088	04/13/23 10:31	
Dibromomethane	mg/kg	0.00071 U	0.0050	0.00071	04/13/23 10:31	
Dichlorodifluoromethane	mg/kg	0.0025 U	0.0050	0.0025	04/13/23 10:31	
Ethylbenzene	mg/kg	0.0012 U	0.0050	0.0012	04/13/23 10:31	
Isopropylbenzene (Cumene)	mg/kg	0.0013 U	0.0050	0.0013	04/13/23 10:31	
m&p-Xylene	mg/kg	0.0052 U	0.010	0.0052	04/13/23 10:31	
Methyl-tert-butyl ether	mg/kg	0.0015 U	0.0050	0.0015	04/13/23 10:31	
Methylene Chloride	mg/kg	0.0044 U	0.0050	0.0044	04/13/23 10:31	J(v2)
n-Propylbenzene	mg/kg	0.0012 U	0.0050	0.0012	04/13/23 10:31	

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

METHOD BLANK: 4996355

Matrix: Solid

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
o-Xylene	mg/kg	0.00097	U	0.0050	0.00097	04/13/23 10:31
Styrene	mg/kg	0.0025	U	0.0050	0.0025	04/13/23 10:31
Tetrachloroethene	mg/kg	0.0012	U	0.0050	0.0012	04/13/23 10:31
Toluene	mg/kg	0.00081	U	0.0050	0.00081	04/13/23 10:31
trans-1,2-Dichloroethene	mg/kg	0.0013	U	0.0050	0.0013	04/13/23 10:31
Trichloroethene	mg/kg	0.0012	U	0.0050	0.0012	04/13/23 10:31
Trichlorofluoromethane	mg/kg	0.0025	U	0.0050	0.0025	04/13/23 10:31
Vinyl chloride	mg/kg	0.00094	U	0.0050	0.00094	04/13/23 10:31
Xylene (Total)	mg/kg	0.0052	U	0.015	0.0052	04/13/23 10:31
1,2-Dichlorobenzene-d4 (S)	%	101	70-130			04/13/23 10:31
4-Bromofluorobenzene (S)	%	94	68-125			04/13/23 10:31
Toluene-d8 (S)	%	97	70-130			04/13/23 10:31

LABORATORY CONTROL SAMPLE: 4996356

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,1,1-Trichloroethane	mg/kg	0.02	0.019	92	70-130	
1,1,2,2-Tetrachloroethane	mg/kg	0.02	0.021	102	70-130	
1,1,2-Trichloroethane	mg/kg	0.02	0.020	99	70-130	
1,1-Dichloroethane	mg/kg	0.02	0.018	88	70-130	
1,1-Dichloroethene	mg/kg	0.02	0.019	93	62-131	
1,1-Dichloropropene	mg/kg	0.02	0.019	95	70-130	
1,2,4-Trimethylbenzene	mg/kg	0.02	0.021	105	70-130	
1,2-Dichlorobenzene	mg/kg	0.02	0.021	102	70-130	
1,2-Dichloroethane	mg/kg	0.02	0.018	89	70-130	
1,2-Dichloropropane	mg/kg	0.02	0.019	94	70-130	
1,3,5-Trimethylbenzene	mg/kg	0.02	0.021	102	70-130	
1,3-Dichlorobenzene	mg/kg	0.02	0.021	106	70-130	
1,3-Dichloropropane	mg/kg	0.02	0.021	104	70-130	
1,4-Dichlorobenzene	mg/kg	0.02	0.021	102	70-130	
2-Butanone (MEK)	mg/kg	0.1	0.087	86	64-121	
2-Hexanone	mg/kg	0.1	0.096	95	59-137	
4-Methyl-2-pentanone (MIBK)	mg/kg	0.1	0.096	95	70-130	
Acetone	mg/kg	0.1	0.098	97	68-146	
Benzene	mg/kg	0.02	0.018	90	70-130	
Bromobenzene	mg/kg	0.02	0.021	105	70-130	
Bromochloromethane	mg/kg	0.02	0.018	90	70-130	
Bromodichloromethane	mg/kg	0.02	0.020	98	70-130	
Bromoform	mg/kg	0.02	0.019	96	54-129	
Bromomethane	mg/kg	0.02	0.015	77	58-144	J(v3)
Carbon disulfide	mg/kg	0.02	0.018	88	57-133	
Carbon tetrachloride	mg/kg	0.02	0.018	91	63-137	
Chlorobenzene	mg/kg	0.02	0.019	96	70-130	
Chloroethane	mg/kg	0.02	0.014	72	40-165	J(v3)

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

LABORATORY CONTROL SAMPLE: 4996356

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Chloroform	mg/kg	0.02	0.017	83	70-130	
Chloromethane	mg/kg	0.02	0.020	99	64-127	
cis-1,2-Dichloroethene	mg/kg	0.02	0.018	89	70-130	
Dibromochloromethane	mg/kg	0.02	0.020	100	70-130	
Dibromomethane	mg/kg	0.02	0.019	93	70-130	
Dichlorodifluoromethane	mg/kg	0.02	0.018	90	51-143	
Ethylbenzene	mg/kg	0.02	0.019	96	70-130	
Isopropylbenzene (Cumene)	mg/kg	0.02	0.020	99	70-130	
m&p-Xylene	mg/kg	0.04	0.039	96	70-130	
Methyl-tert-butyl ether	mg/kg	0.02	0.017	85	65-124	
Methylene Chloride	mg/kg	0.02	0.015	73	51-142 J(v3)	
n-Propylbenzene	mg/kg	0.02	0.021	105	70-130	
o-Xylene	mg/kg	0.02	0.019	96	70-130	
Styrene	mg/kg	0.02	0.024	120	70-130	
Tetrachloroethene	mg/kg	0.02	0.019	96	70-130	
Toluene	mg/kg	0.02	0.019	94	70-130	
trans-1,2-Dichloroethene	mg/kg	0.02	0.018	88	70-130	
Trichloroethene	mg/kg	0.02	0.019	94	70-130	
Trichlorofluoromethane	mg/kg	0.02	0.018	87	60-148	
Vinyl chloride	mg/kg	0.02	0.020	98	69-124	
Xylene (Total)	mg/kg	0.061	0.058	96	70-130	
1,2-Dichlorobenzene-d4 (S)	%			99	70-130	
4-Bromofluorobenzene (S)	%			97	68-125	
Toluene-d8 (S)	%			103	70-130	

MATRIX SPIKE SAMPLE: 4996360

Parameter	Units	35792069002 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
1,1,1-Trichloroethane	mg/kg	0.0014 U	0.021	0.025	115	70-130	
1,1,2,2-Tetrachloroethane	mg/kg	0.00068 U	0.021	0.029	135	70-130 J(M1)	
1,1,2-Trichloroethane	mg/kg	0.00065 U	0.021	0.026	120	70-130	
1,1-Dichloroethane	mg/kg	0.0011 U	0.021	0.023	109	70-130	
1,1-Dichloroethene	mg/kg	0.0028 U	0.021	0.026	121	62-131	
1,1-Dichloropropene	mg/kg	0.0028 U	0.021	0.025	117	70-130	
1,2,4-Trimethylbenzene	mg/kg	0.0012 U	0.021	0.024	109	70-130	
1,2-Dichlorobenzene	mg/kg	0.00084 U	0.021	0.021	98	70-130	
1,2-Dichloroethane	mg/kg	0.00085 U	0.021	0.023	105	70-130	
1,2-Dichloropropane	mg/kg	0.0010 U	0.021	0.025	114	70-130	
1,3,5-Trimethylbenzene	mg/kg	0.0014 U	0.021	0.024	113	70-130	
1,3-Dichlorobenzene	mg/kg	0.0010 U	0.021	0.022	103	70-130	
1,3-Dichloropropane	mg/kg	0.00094 U	0.021	0.027	123	70-130	
1,4-Dichlorobenzene	mg/kg	0.00074 U	0.021	0.021	98	70-130	
2-Butanone (MEK)	mg/kg	0.0055 U	0.11	0.10	93	64-121	
2-Hexanone	mg/kg	0.0055 U	0.11	0.12	115	59-137	
4-Methyl-2-pentanone (MIBK)	mg/kg	0.0055 U	0.11	0.12	115	70-130	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

MATRIX SPIKE SAMPLE: 4996360		35792069002	Spike	MS	MS	% Rec	
Parameter	Units	Result	Conc.	Result	% Rec	Limits	Qualifiers
Acetone	mg/kg	0.0099 U	0.11	0.13	116	68-146	
Benzene	mg/kg	0.0011 U	0.021	0.022	101	70-130	
Bromobenzene	mg/kg	0.00099 U	0.021	0.026	120	70-130	
Bromochloromethane	mg/kg	0.00082 U	0.021	0.023	107	70-130	
Bromodichloromethane	mg/kg	0.0012 U	0.021	0.024	111	70-130	
Bromoform	mg/kg	0.0012 U	0.021	0.022	104	54-129	
Bromomethane	mg/kg	0.0020 U	0.021	0.021	99	58-144 J(v3)	
Carbon disulfide	mg/kg	0.0028 U	0.021	0.024	114	57-133	
Carbon tetrachloride	mg/kg	0.0013 U	0.021	0.024	114	63-137	
Chlorobenzene	mg/kg	0.0010 U	0.021	0.022	103	70-130	
Chloroethane	mg/kg	0.0023 U	0.021	0.021	100	40-165 J(v3)	
Chloroform	mg/kg	0.00093 U	0.021	0.021	100	70-130	
Chloromethane	mg/kg	0.00099 U	0.021	0.028	128	64-127 J(M1)	
cis-1,2-Dichloroethene	mg/kg	0.0012 U	0.021	0.023	108	70-130	
Dibromochloromethane	mg/kg	0.00097 U	0.021	0.025	115	70-130	
Dibromomethane	mg/kg	0.00079 U	0.021	0.024	110	70-130	
Dichlorodifluoromethane	mg/kg	0.0028 U	0.021	0.030	141	51-143	
Ethylbenzene	mg/kg	0.0013 U	0.021	0.022	104	70-130	
Isopropylbenzene (Cumene)	mg/kg	0.0014 U	0.021	0.022	102	70-130	
m&p-Xylene	mg/kg	0.0057 U	0.043	0.044	101	70-130	
Methyl-tert-butyl ether	mg/kg	0.0017 U	0.021	0.022	104	65-124	
Methylene Chloride	mg/kg	0.0049 U	0.021	0.021	96	51-142 J(v3)	
n-Propylbenzene	mg/kg	0.0013 U	0.021	0.026	119	70-130	
o-Xylene	mg/kg	0.0011 U	0.021	0.021	100	70-130	
Styrene	mg/kg	0.0028 U	0.021	0.025	118	70-130	
Tetrachloroethene	mg/kg	0.0013 U	0.021	0.024	111	70-130	
Toluene	mg/kg	0.00090 U	0.021	0.024	111	70-130	
trans-1,2-Dichloroethene	mg/kg	0.0014 U	0.021	0.024	109	70-130	
Trichloroethene	mg/kg	0.0013 U	0.021	0.024	113	70-130	
Trichlorofluoromethane	mg/kg	0.0028 U	0.021	0.030	137	60-148	
Vinyl chloride	mg/kg	0.0010 U	0.021	0.029	134	69-124 J(M1)	
Xylene (Total)	mg/kg	0.0057 U	0.064	0.065	101	70-130	
1,2-Dichlorobenzene-d4 (S)	%				95	70-130	
4-Bromofluorobenzene (S)	%				91	68-125	
Toluene-d8 (S)	%				100	70-130	

SAMPLE DUPLICATE: 4996359

Parameter	Units	35792069001	Dup	RPD	Max	Qualifiers
		Result	Result		RPD	
1,1,1-Trichloroethane	mg/kg	0.0014 U	0.0014 U		40	
1,1,2,2-Tetrachloroethane	mg/kg	0.00064 U	0.00063 U		40	
1,1,2-Trichloroethane	mg/kg	0.00062 U	0.00061 U		40	
1,1-Dichloroethane	mg/kg	0.0010 U	0.0010 U		40	
1,1-Dichloroethene	mg/kg	0.0026 U	0.0026 U		40	
1,1-Dichloropropene	mg/kg	0.0027 U	0.0027 U		40	

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

SAMPLE DUPLICATE: 4996359

Parameter	Units	35792069001 Result	Dup Result	RPD	Max RPD	Qualifiers
1,2,4-Trimethylbenzene	mg/kg	0.0012 U	0.0011 U		40	
1,2-Dichlorobenzene	mg/kg	0.00080 U	0.00079 U		40	
1,2-Dichloroethane	mg/kg	0.00081 U	0.00080 U		40	
1,2-Dichloropropane	mg/kg	0.00097 U	0.00096 U		40	
1,3,5-Trimethylbenzene	mg/kg	0.0014 U	0.0014 U		40	
1,3-Dichlorobenzene	mg/kg	0.00096 U	0.00095 U		40	
1,3-Dichloropropane	mg/kg	0.00089 U	0.00088 U		40	
1,4-Dichlorobenzene	mg/kg	0.00070 U	0.00070 U		40	
2-Butanone (MEK)	mg/kg	0.0052 U	0.0052 U		40	
2-Hexanone	mg/kg	0.0052 U	0.0052 U		40	
4-Methyl-2-pentanone (MIBK)	mg/kg	0.0052 U	0.0052 U		40	
Acetone	mg/kg	0.0093 U	0.0093 U		40	
Benzene	mg/kg	0.0010 U	0.0010 U		40	
Bromobenzene	mg/kg	0.00093 U	0.00093 U		40	
Bromochloromethane	mg/kg	0.00078 U	0.00077 U		40	
Bromodichloromethane	mg/kg	0.0012 U	0.0011 U		40	
Bromoform	mg/kg	0.0012 U	0.0011 U		40	
Bromomethane	mg/kg	0.0019 U	0.0019 U		40	J(v2)
Carbon disulfide	mg/kg	0.0026 U	0.0026 U		40	
Carbon tetrachloride	mg/kg	0.0013 U	0.0012 U		40	
Chlorobenzene	mg/kg	0.00098 U	0.00097 U		40	
Chloroethane	mg/kg	0.0022 U	0.0022 U		40	J(v2)
Chloroform	mg/kg	0.00088 U	0.00087 U		40	
Chloromethane	mg/kg	0.00093 U	0.00093 U		40	
cis-1,2-Dichloroethene	mg/kg	0.0012 U	0.0011 U		40	
Dibromochloromethane	mg/kg	0.00091 U	0.00090 U		40	
Dibromomethane	mg/kg	0.00075 U	0.00074 U		40	
Dichlorodifluoromethane	mg/kg	0.0026 U	0.0026 U		40	
Ethylbenzene	mg/kg	0.0013 U	0.0012 U		40	
Isopropylbenzene (Cumene)	mg/kg	0.0014 U	0.0014 U		40	
m&p-Xylene	mg/kg	0.0054 U	0.0053 U		40	
Methyl-tert-butyl ether	mg/kg	0.0016 U	0.0016 U		40	
Methylene Chloride	mg/kg	0.0046 U	0.0046 U		40	J(v2)
n-Propylbenzene	mg/kg	0.0013 U	0.0012 U		40	
o-Xylene	mg/kg	0.0010 U	0.0010 U		40	
Styrene	mg/kg	0.0026 U	0.0026 U		40	
Tetrachloroethene	mg/kg	0.0013 U	0.0012 U		40	
Toluene	mg/kg	0.00085 U	0.00084 U		40	
trans-1,2-Dichloroethene	mg/kg	0.0014 U	0.0014 U		40	
Trichloroethene	mg/kg	0.0013 U	0.0012 U		40	
Trichlorofluoromethane	mg/kg	0.0026 U	0.0026 U		40	
Vinyl chloride	mg/kg	0.00098 U	0.00097 U		40	
Xylene (Total)	mg/kg	0.0054 U	0.0053 U		40	
1,2-Dichlorobenzene-d4 (S)	%	100	100		40	
4-Bromofluorobenzene (S)	%	93	94		40	
Toluene-d8 (S)	%	101	96		40	

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

QC Batch: 910806

Analysis Method: EPA 8260

QC Batch Method: EPA 8260

Analysis Description: 8260 MSV

Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

METHOD BLANK: 5006676

Matrix: Water

Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
1,1,1-Trichloroethane	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
1,1,2,2-Tetrachloroethane	ug/L	0.59 U	1.0	0.59	04/19/23 23:46	
1,1,2-Trichloroethane	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
1,1-Dichloroethane	ug/L	0.34 U	1.0	0.34	04/19/23 23:46	
1,1-Dichloroethene	ug/L	0.59 U	1.0	0.59	04/19/23 23:46	
1,1-Dichloropropene	ug/L	0.66 U	1.0	0.66	04/19/23 23:46	
1,2,4-Trimethylbenzene	ug/L	0.24 U	1.0	0.24	04/19/23 23:46	
1,2-Dichlorobenzene	ug/L	0.60 U	1.0	0.60	04/19/23 23:46	
1,2-Dichloroethane	ug/L	0.27 U	1.0	0.27	04/19/23 23:46	
1,2-Dichloropropane	ug/L	0.23 U	1.0	0.23	04/19/23 23:46	
1,3,5-Trimethylbenzene	ug/L	0.24 U	1.0	0.24	04/19/23 23:46	
1,3-Dichlorobenzene	ug/L	0.33 U	1.0	0.33	04/19/23 23:46	
1,3-Dichloropropane	ug/L	0.26 U	1.0	0.26	04/19/23 23:46	
1,4-Dichlorobenzene	ug/L	0.28 U	1.0	0.28	04/19/23 23:46	
2-Butanone (MEK)	ug/L	6.7 U	50.0	6.7	04/19/23 23:46	
2-Hexanone	ug/L	3.2 U	25.0	3.2	04/19/23 23:46	
4-Methyl-2-pentanone (MIBK)	ug/L	7.5 U	25.0	7.5	04/19/23 23:46	
Acetone	ug/L	8.7 U	25.0	8.7	04/19/23 23:46	
Benzene	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
Bromobenzene	ug/L	0.21 U	1.0	0.21	04/19/23 23:46	
Bromochloromethane	ug/L	0.37 U	1.0	0.37	04/19/23 23:46	
Bromodichloromethane	ug/L	0.19 U	1.0	0.19	04/19/23 23:46	
Bromoform	ug/L	0.48 U	3.0	0.48	04/19/23 23:46	
Bromomethane	ug/L	3.9 U	10.0	3.9	04/19/23 23:46	J(v2)
Carbon disulfide	ug/L	1.8 U	10.0	1.8	04/19/23 23:46	J(v1)
Carbon tetrachloride	ug/L	0.44 U	3.0	0.44	04/19/23 23:46	
Chlorobenzene	ug/L	0.35 U	1.0	0.35	04/19/23 23:46	
Chloroethane	ug/L	3.7 U	10.0	3.7	04/19/23 23:46	
Chloroform	ug/L	0.56 U	1.0	0.56	04/19/23 23:46	
Chloromethane	ug/L	0.43 U	1.0	0.43	04/19/23 23:46	
cis-1,2-Dichloroethene	ug/L	0.27 U	1.0	0.27	04/19/23 23:46	
Dibromochloromethane	ug/L	0.45 U	2.0	0.45	04/19/23 23:46	
Dibromomethane	ug/L	0.68 U	2.0	0.68	04/19/23 23:46	
Dichlorodifluoromethane	ug/L	0.80 U	1.0	0.80	04/19/23 23:46	
Ethylbenzene	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
Isopropylbenzene (Cumene)	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
m&p-Xylene	ug/L	0.75 U	4.0	0.75	04/19/23 23:46	
Methyl-tert-butyl ether	ug/L	1.2 U	5.0	1.2	04/19/23 23:46	
Methylene Chloride	ug/L	1.7 U	5.0	1.7	04/19/23 23:46	
n-Propylbenzene	ug/L	0.37 U	1.0	0.37	04/19/23 23:46	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

METHOD BLANK: 5006676

Matrix: Water

Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
o-Xylene	ug/L	0.57 U	1.0	0.57	04/19/23 23:46	
Styrene	ug/L	0.26 U	1.0	0.26	04/19/23 23:46	
Tetrachloroethene	ug/L	0.38 U	1.0	0.38	04/19/23 23:46	
Toluene	ug/L	0.33 U	1.0	0.33	04/19/23 23:46	
trans-1,2-Dichloroethene	ug/L	0.23 U	1.0	0.23	04/19/23 23:46	
Trichloroethene	ug/L	0.36 U	1.0	0.36	04/19/23 23:46	
Trichlorofluoromethane	ug/L	0.72 U	1.0	0.72	04/19/23 23:46	
Vinyl chloride	ug/L	0.39 U	1.0	0.39	04/19/23 23:46	
Xylene (Total)	ug/L	2.1 U	5.0	2.1	04/19/23 23:46	
1,2-Dichlorobenzene-d4 (S)	%	100	70-130		04/19/23 23:46	
4-Bromofluorobenzene (S)	%	102	70-130		04/19/23 23:46	
Toluene-d8 (S)	%	98	70-130		04/19/23 23:46	

LABORATORY CONTROL SAMPLE: 5006677

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,1,1-Trichloroethane	ug/L	20	18.9	95	70-130	
1,1,2,2-Tetrachloroethane	ug/L	20	20.8	104	68-125	
1,1,2-Trichloroethane	ug/L	20	22.0	110	70-130	
1,1-Dichloroethane	ug/L	20	20.5	103	70-130	
1,1-Dichloroethene	ug/L	20	22.5	113	66-133	
1,1-Dichloropropene	ug/L	20	20.5	103	70-130	
1,2,4-Trimethylbenzene	ug/L	20	20.3	101	70-130	
1,2-Dichlorobenzene	ug/L	20	20.8	104	70-130	
1,2-Dichloroethane	ug/L	20	19.8	99	70-130	
1,2-Dichloropropane	ug/L	20	20.1	100	70-130	
1,3,5-Trimethylbenzene	ug/L	20	19.9	100	70-130	
1,3-Dichlorobenzene	ug/L	20	20.8	104	70-130	
1,3-Dichloropropane	ug/L	20	22.2	111	70-130	
1,4-Dichlorobenzene	ug/L	20	20.8	104	70-130	
2-Butanone (MEK)	ug/L	100	97.5	98	47-143	
2-Hexanone	ug/L	100	102	102	48-145	
4-Methyl-2-pentanone (MIBK)	ug/L	100	104	104	57-132	
Acetone	ug/L	100	95.5	95	46-148	
Benzene	ug/L	20	21.0	105	70-130	
Bromobenzene	ug/L	20	19.8	99	70-130	
Bromochloromethane	ug/L	20	19.4	97	70-130	
Bromodichloromethane	ug/L	20	20.2	101	70-130	
Bromoform	ug/L	20	17.2	86	49-126	
Bromomethane	ug/L	20	13.8	69	10-165 J(v3)	
Carbon disulfide	ug/L	20	25.7	128	60-141 J(v1)	
Carbon tetrachloride	ug/L	20	17.6	88	63-126	
Chlorobenzene	ug/L	20	21.8	109	70-130	
Chloroethane	ug/L	20	18.8	94	71-142	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

LABORATORY CONTROL SAMPLE: 5006677

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Chloroform	ug/L	20	19.8	99	70-130	
Chloromethane	ug/L	20	21.0	105	40-140	
cis-1,2-Dichloroethene	ug/L	20	20.2	101	70-130	
Dibromochloromethane	ug/L	20	21.0	105	62-118	
Dibromomethane	ug/L	20	19.8	99	70-130	
Dichlorodifluoromethane	ug/L	20	20.4	102	47-150	
Ethylbenzene	ug/L	20	21.2	106	70-130	
Isopropylbenzene (Cumene)	ug/L	20	18.8	94	70-130	
m&p-Xylene	ug/L	40	41.5	104	70-130	
Methyl-tert-butyl ether	ug/L	20	21.0	105	64-124	
Methylene Chloride	ug/L	20	21.6	108	65-136	
n-Propylbenzene	ug/L	20	20.9	104	70-130	
o-Xylene	ug/L	20	20.9	104	70-130	
Styrene	ug/L	20	21.6	108	70-130	
Tetrachloroethene	ug/L	20	18.8	94	64-134	
Toluene	ug/L	20	21.5	108	70-130	
trans-1,2-Dichloroethene	ug/L	20	22.7	113	68-127	
Trichloroethene	ug/L	20	20.8	104	70-130	
Trichlorofluoromethane	ug/L	20	21.2	106	65-135	
Vinyl chloride	ug/L	20	21.7	108	68-131	
Xylene (Total)	ug/L	60	62.3	104	70-130	
1,2-Dichlorobenzene-d4 (S)	%			99	70-130	
4-Bromofluorobenzene (S)	%			106	70-130	
Toluene-d8 (S)	%			98	70-130	

MATRIX SPIKE SAMPLE: 5006679

Parameter	Units	35793539002 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
1,1,1-Trichloroethane	ug/L	0.30 U	20	22.2	111	70-130	
1,1,2,2-Tetrachloroethane	ug/L	0.59 U	20	21.9	110	68-125	
1,1,2-Trichloroethane	ug/L	0.30 U	20	23.2	116	70-130	
1,1-Dichloroethane	ug/L	0.34 U	20	23.5	118	70-130	
1,1-Dichloroethene	ug/L	0.59 U	20	27.1	136	66-133 J(M1)	
1,1-Dichloropropene	ug/L	0.66 U	20	23.3	117	70-130	
1,2,4-Trimethylbenzene	ug/L	0.24 U	20	20.9	104	70-130	
1,2-Dichlorobenzene	ug/L	0.60 U	20	21.2	106	70-130	
1,2-Dichloroethane	ug/L	0.27 U	20	21.6	108	70-130	
1,2-Dichloropropane	ug/L	0.23 U	20	22.3	112	70-130	
1,3,5-Trimethylbenzene	ug/L	0.24 U	20	20.3	102	70-130	
1,3-Dichlorobenzene	ug/L	0.33 U	20	20.8	104	70-130	
1,3-Dichloropropane	ug/L	0.26 U	20	23.1	116	70-130	
1,4-Dichlorobenzene	ug/L	0.28 U	20	21.1	106	70-130	
2-Butanone (MEK)	ug/L	6.7 U	100	104	104	47-143	
2-Hexanone	ug/L	3.2 U	100	115	115	48-145	
4-Methyl-2-pentanone (MIBK)	ug/L	7.5 U	100	117	117	57-132	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

MATRIX SPIKE SAMPLE: 5006679		35793539002	Spike	MS	MS	% Rec	Qualifiers
Parameter	Units	Result	Conc.	Result	% Rec	Limits	
Acetone	ug/L	8.7 U	100	103	103	46-148	
Benzene	ug/L	0.30 U	20	24.0	120	70-130	
Bromobenzene	ug/L	0.21 U	20	20.9	105	70-130	
Bromochloromethane	ug/L	0.37 U	20	21.2	106	70-130	
Bromodichloromethane	ug/L	0.19 U	20	21.5	107	70-130	
Bromoform	ug/L	0.48 U	20	15.9	79	49-126	
Bromomethane	ug/L	3.9 U	20	10 I	50	10-165 J(v3)	
Carbon disulfide	ug/L	1.8 U	20	29.3	146	60-141 J(M1),J(v1)	
Carbon tetrachloride	ug/L	0.44 U	20	19.3	96	63-126	
Chlorobenzene	ug/L	0.35 U	20	23.4	117	70-130	
Chloroethane	ug/L	3.7 U	20	23.9	119	71-142	
Chloroform	ug/L	0.56 U	20	22.7	114	70-130	
Chloromethane	ug/L	0.43 U	20	23.5	118	40-140	
cis-1,2-Dichloroethene	ug/L	0.27 U	20	21.9	110	70-130	
Dibromochloromethane	ug/L	0.45 U	20	21.1	106	62-118	
Dibromomethane	ug/L	0.68 U	20	21.1	106	70-130	
Dichlorodifluoromethane	ug/L	0.80 U	20	22.7	113	47-150	
Ethylbenzene	ug/L	0.30 U	20	22.6	113	70-130	
Isopropylbenzene (Cumene)	ug/L	0.30 U	20	19.6	98	70-130	
m&p-Xylene	ug/L	0.75 U	40	43.6	109	70-130	
Methyl-tert-butyl ether	ug/L	1.2 U	20	23.4	117	64-124	
Methylene Chloride	ug/L	1.7 U	20	24.8	124	65-136	
n-Propylbenzene	ug/L	0.37 U	20	21.3	107	70-130	
o-Xylene	ug/L	0.57 U	20	22.2	111	70-130	
Styrene	ug/L	0.26 U	20	22.5	112	70-130	
Tetrachloroethene	ug/L	0.38 U	20	19.6	98	64-134	
Toluene	ug/L	0.33 U	20	24.0	120	70-130	
trans-1,2-Dichloroethene	ug/L	0.23 U	20	24.5	123	68-127	
Trichloroethene	ug/L	0.36 U	20	23.0	115	70-130	
Trichlorofluoromethane	ug/L	0.72 U	20	26.6	133	65-135	
Vinyl chloride	ug/L	0.39 U	20	24.6	123	68-131	
Xylene (Total)	ug/L	2.1 U	60	65.8	110	70-130	
1,2-Dichlorobenzene-d4 (S)	%				98	70-130	
4-Bromofluorobenzene (S)	%				104	70-130	
Toluene-d8 (S)	%				99	70-130	

SAMPLE DUPLICATE: 5006678

Parameter	Units	35793539001	Dup	RPD	Max	Qualifiers
		Result	Result		RPD	
1,1,1-Trichloroethane	ug/L	0.30 U	0.30 U		40	
1,1,2,2-Tetrachloroethane	ug/L	0.59 U	0.59 U		40	
1,1,2-Trichloroethane	ug/L	0.30 U	0.30 U		40	
1,1-Dichloroethane	ug/L	0.34 U	0.34 U		40	
1,1-Dichloroethene	ug/L	0.59 U	0.59 U		40	
1,1-Dichloropropene	ug/L	0.66 U	0.66 U		40	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

SAMPLE DUPLICATE: 5006678

Parameter	Units	35793539001 Result	Dup Result	RPD	Max RPD	Qualifiers
1,2,4-Trimethylbenzene	ug/L	0.24 U	0.24 U		40	
1,2-Dichlorobenzene	ug/L	0.60 U	0.60 U		40	
1,2-Dichloroethane	ug/L	0.27 U	0.27 U		40	
1,2-Dichloropropane	ug/L	0.23 U	0.23 U		40	
1,3,5-Trimethylbenzene	ug/L	0.24 U	0.24 U		40	
1,3-Dichlorobenzene	ug/L	0.33 U	0.33 U		40	
1,3-Dichloropropane	ug/L	0.26 U	0.26 U		40	
1,4-Dichlorobenzene	ug/L	0.28 U	0.28 U		40	
2-Butanone (MEK)	ug/L	6.7 U	6.7 U		40	
2-Hexanone	ug/L	3.2 U	3.2 U		40	
4-Methyl-2-pentanone (MIBK)	ug/L	7.5 U	7.5 U		40	
Acetone	ug/L	8.7 U	8.7 U		40	
Benzene	ug/L	0.30 U	0.30 U		40	
Bromobenzene	ug/L	0.21 U	0.21 U		40	
Bromochloromethane	ug/L	0.37 U	0.37 U		40	
Bromodichloromethane	ug/L	0.19 U	0.19 U		40	
Bromoform	ug/L	0.48 U	0.48 U		40	
Bromomethane	ug/L	3.9 U	3.9 U		40	J(v2)
Carbon disulfide	ug/L	1.8 U	1.8 U		40	J(v1)
Carbon tetrachloride	ug/L	0.44 U	0.44 U		40	
Chlorobenzene	ug/L	0.35 U	0.35 U		40	
Chloroethane	ug/L	3.7 U	3.7 U		40	
Chloroform	ug/L	0.56 U	0.56 U		40	
Chloromethane	ug/L	0.43 U	0.43 U		40	
cis-1,2-Dichloroethene	ug/L	0.27 U	0.27 U		40	
Dibromochloromethane	ug/L	0.45 U	0.45 U		40	
Dibromomethane	ug/L	0.68 U	0.68 U		40	
Dichlorodifluoromethane	ug/L	0.80 U	0.80 U		40	
Ethylbenzene	ug/L	0.30 U	0.30 U		40	
Isopropylbenzene (Cumene)	ug/L	0.30 U	0.30 U		40	
m&p-Xylene	ug/L	0.75 U	0.75 U		40	
Methyl-tert-butyl ether	ug/L	1.2 U	1.2 U		40	
Methylene Chloride	ug/L	1.7 U	1.7 U		40	
n-Propylbenzene	ug/L	0.37 U	0.37 U		40	
o-Xylene	ug/L	0.57 U	0.57 U		40	
Styrene	ug/L	0.26 U	0.26 U		40	
Tetrachloroethene	ug/L	0.38 U	0.38 U		40	
Toluene	ug/L	0.33 U	0.33 U		40	
trans-1,2-Dichloroethene	ug/L	0.23 U	0.23 U		40	
Trichloroethene	ug/L	0.36 U	0.36 U		40	
Trichlorofluoromethane	ug/L	0.72 U	0.72 U		40	
Vinyl chloride	ug/L	0.39 U	0.39 U		40	
Xylene (Total)	ug/L	2.1 U	2.1 U		40	
1,2-Dichlorobenzene-d4 (S)	%	102	99		40	
4-Bromofluorobenzene (S)	%	105	103		40	
Toluene-d8 (S)	%	99	99		40	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	909160	Analysis Method:	EPA 8270 by SIM
QC Batch Method:	EPA 3510	Analysis Description:	8270 Water PAHLV by SIM MSSV
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

METHOD BLANK: 4998520 Matrix: Water
Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
1-Methylnaphthalene	ug/L	0.039 U	2.0	0.039	04/17/23 07:05	
2-Methylnaphthalene	ug/L	0.068 U	2.0	0.068	04/17/23 07:05	
Acenaphthene	ug/L	0.019 U	0.50	0.019	04/17/23 07:05	
Acenaphthylene	ug/L	0.031 U	0.50	0.031	04/17/23 07:05	
Anthracene	ug/L	0.020 U	0.50	0.020	04/17/23 07:05	
Benzo(a)anthracene	ug/L	0.020 U	0.10	0.020	04/17/23 07:05	
Benzo(a)pyrene	ug/L	0.021 U	0.20	0.021	04/17/23 07:05	
Benzo(b)fluoranthene	ug/L	0.027 U	0.10	0.027	04/17/23 07:05	
Benzo(g,h,i)perylene	ug/L	0.023 U	0.50	0.023	04/17/23 07:05	
Benzo(k)fluoranthene	ug/L	0.024 U	0.50	0.024	04/17/23 07:05	
Chrysene	ug/L	0.026 U	0.50	0.026	04/17/23 07:05	
Dibenz(a,h)anthracene	ug/L	0.025 U	0.15	0.025	04/17/23 07:05	
Fluoranthene	ug/L	0.018 U	0.50	0.018	04/17/23 07:05	
Fluorene	ug/L	0.017 U	0.50	0.017	04/17/23 07:05	
Indeno(1,2,3-cd)pyrene	ug/L	0.024 U	0.15	0.024	04/17/23 07:05	
Naphthalene	ug/L	0.29 U	2.0	0.29	04/17/23 07:05	
Phenanthrene	ug/L	0.019 U	0.50	0.019	04/17/23 07:05	
Pyrene	ug/L	0.032 U	0.50	0.032	04/17/23 07:05	
2-Fluorobiphenyl (S)	%	68	32-100		04/17/23 07:05	
p-Terphenyl-d14 (S)	%	87	48-112		04/17/23 07:05	

LABORATORY CONTROL SAMPLE: 4998521

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1-Methylnaphthalene	ug/L	5	3.6	72	34-103	
2-Methylnaphthalene	ug/L	5	3.8	76	35-100	
Acenaphthene	ug/L	5	3.7	74	38-102	
Acenaphthylene	ug/L	5	3.2	64	35-97	
Anthracene	ug/L	5	3.7	74	46-107	
Benzo(a)anthracene	ug/L	5	4.3	87	55-113	
Benzo(a)pyrene	ug/L	5	4.0	79	51-112	
Benzo(b)fluoranthene	ug/L	5	4.5	90	58-116	
Benzo(g,h,i)perylene	ug/L	5	4.7	93	45-116	
Benzo(k)fluoranthene	ug/L	5	4.6	93	58-118	
Chrysene	ug/L	5	4.8	95	58-120	
Dibenz(a,h)anthracene	ug/L	5	4.4	89	46-114	
Fluoranthene	ug/L	5	4.3	87	54-118	
Fluorene	ug/L	5	3.8	76	40-105	
Indeno(1,2,3-cd)pyrene	ug/L	5	4.8	95	46-114	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

LABORATORY CONTROL SAMPLE: 4998521

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Naphthalene	ug/L	5	3.6	71	34-97	
Phenanthrene	ug/L	5	4.1	83	47-110	
Pyrene	ug/L	5	4.4	87	54-117	
2-Fluorobiphenyl (S)	%			77	32-100	
p-Terphenyl-d14 (S)	%			94	48-112	

MATRIX SPIKE SAMPLE: 4998523

Parameter	Units	35791688011 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
1-Methylnaphthalene	ug/L	0.037 U	5	3.5	69	34-103	
2-Methylnaphthalene	ug/L	0.065 U	5	3.6	72	35-100	
Acenaphthene	ug/L	0.018 U	5	3.5	69	38-102	
Acenaphthylene	ug/L	0.030 U	5	3.0	60	35-97	
Anthracene	ug/L	0.019 U	5	3.2	63	46-107	
Benzo(a)anthracene	ug/L	0.019 U	5	4.2	84	55-113	
Benzo(a)pyrene	ug/L	0.020 U	5	3.9	78	51-112	
Benzo(b)fluoranthene	ug/L	0.026 U	5	4.4	88	58-116	
Benzo(g,h,i)perylene	ug/L	0.022 U	5	4.7	94	45-116	
Benzo(k)fluoranthene	ug/L	0.023 U	5	4.5	90	58-118	
Chrysene	ug/L	0.025 U	5	4.5	90	58-120	
Dibenz(a,h)anthracene	ug/L	0.024 U	5	4.7	93	46-114	
Fluoranthene	ug/L	0.017 U	5	3.9	78	54-118	
Fluorene	ug/L	0.016 U	5	3.4	68	40-105	
Indeno(1,2,3-cd)pyrene	ug/L	0.023 U	5	4.7	94	46-114	
Naphthalene	ug/L	0.28 U	5	3.5	69	34-97	
Phenanthrene	ug/L	0.018 U	5	3.6	71	47-110	
Pyrene	ug/L	0.031 U	5	4.0	79	54-117	
2-Fluorobiphenyl (S)	%				73	32-100	
p-Terphenyl-d14 (S)	%				88	48-112	

SAMPLE DUPLICATE: 4998524

Parameter	Units	35791688012 Result	Dup Result	RPD	Max RPD	Qualifiers
1-Methylnaphthalene	ug/L	0.040 U	0.040 U		40	
2-Methylnaphthalene	ug/L	0.070 U	0.070 U		40	
Acenaphthene	ug/L	0.020 U	0.019 U		40	
Acenaphthylene	ug/L	0.032 U	0.032 U		40	
Anthracene	ug/L	0.021 U	0.020 U		40	
Benzo(a)anthracene	ug/L	0.021 U	0.020 U		40	
Benzo(a)pyrene	ug/L	0.022 U	0.022 U		40	
Benzo(b)fluoranthene	ug/L	0.028 U	0.028 U		40	
Benzo(g,h,i)perylene	ug/L	0.024 U	0.024 U		40	
Benzo(k)fluoranthene	ug/L	0.025 U	0.025 U		40	
Chrysene	ug/L	0.027 U	0.027 U		40	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

SAMPLE DUPLICATE: 4998524

Parameter	Units	35791688012 Result	Dup Result	RPD	Max RPD	Qualifiers
Dibenz(a,h)anthracene	ug/L	0.026 U	0.026 U		40	
Fluoranthene	ug/L	0.019 U	0.018 U		40	
Fluorene	ug/L	0.018 U	0.017 U		40	
Indeno(1,2,3-cd)pyrene	ug/L	0.025 U	0.025 U		40	
Naphthalene	ug/L	0.30 U	0.30 U		40	
Phenanthrene	ug/L	0.020 U	0.019 U		40	
Pyrene	ug/L	0.033 U	0.033 U		40	
2-Fluorobiphenyl (S)	%	73	60			
p-Terphenyl-d14 (S)	%	88	82			

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

QC Batch:	908806	Analysis Method:	EPA 8270
QC Batch Method:	EPA 3546	Analysis Description:	8270 Solid MSSV Microwave Short Spike
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

METHOD BLANK: 4996119

Matrix: Solid

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
1-Methylnaphthalene	mg/kg	0.0056 U	0.040	0.0056	04/17/23 10:18	
2-Methylnaphthalene	mg/kg	0.0053 U	0.039	0.0053	04/17/23 10:18	
Acenaphthene	mg/kg	0.016 U	0.036	0.016	04/17/23 10:18	
Acenaphthylene	mg/kg	0.0053 U	0.034	0.0053	04/17/23 10:18	
Anthracene	mg/kg	0.0046 U	0.036	0.0046	04/17/23 10:18	
Benzo(a)anthracene	mg/kg	0.0045 U	0.034	0.0045	04/17/23 10:18	
Benzo(a)pyrene	mg/kg	0.0084 U	0.034	0.0084	04/17/23 10:18	
Benzo(b)fluoranthene	mg/kg	0.0090 U	0.034	0.0090	04/17/23 10:18	
Benzo(g,h,i)perylene	mg/kg	0.0085 U	0.034	0.0085	04/17/23 10:18	
Benzo(k)fluoranthene	mg/kg	0.0090 U	0.034	0.0090	04/17/23 10:18	
Chrysene	mg/kg	0.0045 U	0.034	0.0045	04/17/23 10:18	
Dibenz(a,h)anthracene	mg/kg	0.0078 U	0.034	0.0078	04/17/23 10:18	
Fluoranthene	mg/kg	0.011 U	0.034	0.011	04/17/23 10:18	
Fluorene	mg/kg	0.012 U	0.037	0.012	04/17/23 10:18	
Indeno(1,2,3-cd)pyrene	mg/kg	0.0077 U	0.034	0.0077	04/17/23 10:18	
Naphthalene	mg/kg	0.012 U	0.035	0.012	04/17/23 10:18	
Phenanthrene	mg/kg	0.0048 U	0.034	0.0048	04/17/23 10:18	
Pyrene	mg/kg	0.0045 U	0.034	0.0045	04/17/23 10:18	
2-Fluorobiphenyl (S)	%	76	29-101		04/17/23 10:18	
Nitrobenzene-d5 (S)	%	70	24-98		04/17/23 10:18	
p-Terphenyl-d14 (S)	%	94	29-112		04/17/23 10:18	

LABORATORY CONTROL SAMPLE: 4996120

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1-Methylnaphthalene	mg/kg	1.7	1.2	75	38-115	
2-Methylnaphthalene	mg/kg	1.7	1.3	76	37-115	
Acenaphthene	mg/kg	1.7	1.2	72	30-127	
Acenaphthylene	mg/kg	1.7	1.2	71	29-129	
Anthracene	mg/kg	1.7	1.3	81	37-126	
Benzo(a)anthracene	mg/kg	1.7	1.4	82	37-130	
Benzo(a)pyrene	mg/kg	1.7	1.4	85	39-128	
Benzo(b)fluoranthene	mg/kg	1.7	1.4	82	38-128	
Benzo(g,h,i)perylene	mg/kg	1.7	1.5	90	34-136	
Benzo(k)fluoranthene	mg/kg	1.7	1.4	86	39-133	
Chrysene	mg/kg	1.7	1.4	85	39-125	
Dibenz(a,h)anthracene	mg/kg	1.7	1.5	88	37-127	
Fluoranthene	mg/kg	1.7	1.5	88	39-130	
Fluorene	mg/kg	1.7	1.3	78	35-125	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

LABORATORY CONTROL SAMPLE: 4996120

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Indeno(1,2,3-cd)pyrene	mg/kg	1.7	1.4	82	35-133	
Naphthalene	mg/kg	1.7	1.2	70	36-115	
Phenanthrene	mg/kg	1.7	1.3	79	35-128	
Pyrene	mg/kg	1.7	1.3	80	37-132	
2-Fluorobiphenyl (S)	%			75	29-101	
Nitrobenzene-d5 (S)	%			65	24-98	
p-Terphenyl-d14 (S)	%			92	29-112	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4996344 4996345

Parameter	Units	35791655048 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
1-Methylnaphthalene	mg/kg	0.0059 U	1.8	1.8	0.98	0.92	56	53	38-115	6	40	
2-Methylnaphthalene	mg/kg	0.0055 U	1.8	1.8	1.0	0.94	58	54	37-115	7	40	
Acenaphthene	mg/kg	0.017 U	1.8	1.8	0.97	0.90	56	51	30-127	7	40	
Acenaphthylene	mg/kg	0.012 I	1.8	1.8	1.0	1.0	57	57	29-129	1	40	
Anthracene	mg/kg	0.0097 I	1.8	1.8	1.2	1.2	67	67	37-126	0	40	
Benzo(a)anthracene	mg/kg	0.093	1.8	1.8	1.6	2.1	88	114	37-130	25	40	
Benzo(a)pyrene	mg/kg	0.096	1.8	1.8	1.7	2.2	92	120	39-128	25	40	
Benzo(b)fluoranthene	mg/kg	0.11	1.8	1.8	1.6	2.2	86	122	38-128	33	40	
Benzo(g,h,i)perylene	mg/kg	0.063	1.8	1.8	1.6	2.0	90	112	34-136	22	40	
Benzo(k)fluoranthene	mg/kg	0.043	1.8	1.8	1.5	1.7	82	93	39-133	12	40	
Chrysene	mg/kg	0.10	1.8	1.8	1.7	2.1	94	117	39-125	20	40	
Dibenz(a,h)anthracene	mg/kg	0.015 I	1.8	1.8	1.3	1.4	74	79	37-127	7	40	
Fluoranthene	mg/kg	0.15	1.8	1.8	2.1	2.8	115	150	39-130	25	40	J(M1)
Fluorene	mg/kg	0.013 U	1.8	1.8	1.1	0.98	60	56	35-125	7	40	
Indeno(1,2,3-cd)pyrene	mg/kg	0.053	1.8	1.8	1.4	1.8	80	99	35-133	21	40	
Naphthalene	mg/kg	0.013 U	1.8	1.8	0.96	0.92	55	52	36-115	4	40	
Phenanthrene	mg/kg	0.025 I	1.8	1.8	1.4	1.5	80	87	35-128	8	40	
Pyrene	mg/kg	0.14	1.8	1.8	2.0	2.5	106	137	37-132	24	40	J(M1)
2-Fluorobiphenyl (S)	%						66	65	29-101			
Nitrobenzene-d5 (S)	%						58	56	24-98			
p-Terphenyl-d14 (S)	%						82	79	29-112			

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

QC Batch:	908768	Analysis Method:	FL-PRO
QC Batch Method:	EPA 3546	Analysis Description:	FL-PRO Soil
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004

METHOD BLANK: 4995927 Matrix: Solid

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Petroleum Range Organics	mg/kg	5.1 U	6.0	5.1	04/13/23 14:15	
N-Pentatriacontane (S)	%	88	42-159		04/13/23 14:15	
o-Terphenyl (S)	%	75	66-136		04/13/23 14:15	

LABORATORY CONTROL SAMPLE: 4995928

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/kg	199	166	83	65-119	
N-Pentatriacontane (S)	%			89	42-159	
o-Terphenyl (S)	%			77	66-136	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4996058 4996059

Parameter	Units	35792069001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Petroleum Range Organics	mg/kg	5.5 U	211	211	180	153	84	71	39-181	16	25	
N-Pentatriacontane (S)	%						89	76	42-159			
o-Terphenyl (S)	%						75	65	66-136			J(S0)

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	909724	Analysis Method:	FL-PRO
QC Batch Method:	EPA 3546	Analysis Description:	FL-PRO Soil
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069005, 35792069006

METHOD BLANK: 5001156 Matrix: Solid

Associated Lab Samples: 35792069005, 35792069006

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Petroleum Range Organics	mg/kg	5.1 U	5.9	5.1	04/17/23 10:35	
N-Pentatriacontane (S)	%	84	42-159		04/17/23 10:35	
o-Terphenyl (S)	%	92	66-136		04/17/23 10:35	

LABORATORY CONTROL SAMPLE: 5001157

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/kg	204	199	98	65-119	
N-Pentatriacontane (S)	%			95	42-159	
o-Terphenyl (S)	%			103	66-136	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 5001175 5001176

Parameter	Units	35792041002 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Petroleum Range Organics	mg/kg	20.0	241	239	249	238	95	91	39-181	5	25	
N-Pentatriacontane (S)	%						92	83	42-159			
o-Terphenyl (S)	%						93	88	66-136			

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	908797	Analysis Method:	FL-PRO
QC Batch Method:	EPA 3510	Analysis Description:	FL-PRO Water Low Volume
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069007, 35792069009, 35792069010, 35792069012

METHOD BLANK: 4996097 Matrix: Water
Associated Lab Samples: 35792069007, 35792069009, 35792069010, 35792069012

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Petroleum Range Organics	mg/L	0.80 U	1.0	0.80	04/13/23 16:11	
N-Pentatriacontane (S)	%	67	42-159		04/13/23 16:11	
o-Terphenyl (S)	%	85	66-139		04/13/23 16:11	

LABORATORY CONTROL SAMPLE: 4996098

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/L	5	4.1	82	66-119	
N-Pentatriacontane (S)	%			70	42-159	
o-Terphenyl (S)	%			85	66-139	

MATRIX SPIKE SAMPLE: 4996318

Parameter	Units	35791981001 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/L	5.3	4.7	8.7	73	65-123	
N-Pentatriacontane (S)	%				68	42-159	
o-Terphenyl (S)	%				85	66-139	

SAMPLE DUPLICATE: 4996319

Parameter	Units	35791981002 Result	Dup Result	RPD	Max RPD	Qualifiers
Petroleum Range Organics	mg/L	4.3	4.6	7	20	
N-Pentatriacontane (S)	%	65	68			
o-Terphenyl (S)	%	85	85			

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	909742	Analysis Method:	FL-PRO
QC Batch Method:	EPA 3510	Analysis Description:	FL-PRO Water Low Volume
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069008, 35792069011

METHOD BLANK: 5001215 Matrix: Water
Associated Lab Samples: 35792069008, 35792069011

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Petroleum Range Organics	mg/L	0.80 U	1.0	0.80	04/17/23 16:58	
N-Pentatriacontane (S)	%	83	42-159		04/17/23 16:58	
o-Terphenyl (S)	%	78	66-139		04/17/23 16:58	

LABORATORY CONTROL SAMPLE: 5001216

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/L	5	4.1	82	66-119	
N-Pentatriacontane (S)	%			82	42-159	
o-Terphenyl (S)	%			76	66-139	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 5001217 5001218

Parameter	Units	35792591004 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Petroleum Range Organics	mg/L	0.75 U	4.6	4.6	3.1	3.8	65	80	65-123	20	20	
N-Pentatriacontane (S)	%						73	88	42-159			
o-Terphenyl (S)	%						68	83	66-139			

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

QC Batch:	908814	Analysis Method:	ASTM D2974-87
QC Batch Method:	ASTM D2974-87	Analysis Description:	Dry Weight/Percent Moisture
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

SAMPLE DUPLICATE: 4996136

Parameter	Units	35791121002 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	97.6	97.8	0	10	

SAMPLE DUPLICATE: 4996137

Parameter	Units	35791655033 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	4.3	4.3	1	10	

SAMPLE DUPLICATE: 4996138

Parameter	Units	35791655043 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	14.0	13.1	6	10	

SAMPLE DUPLICATE: 4996139

Parameter	Units	35791655053 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	8.2	8.2	0	10	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALIFIERS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.
ND - Not Detected at or above adjusted reporting limit.
TNTC - Too Numerous To Count
MDL - Adjusted Method Detection Limit.
PQL - Practical Quantitation Limit.
RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.
S - Surrogate
1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.
Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.
LCS(D) - Laboratory Control Sample (Duplicate)
MS(D) - Matrix Spike (Duplicate)
DUP - Sample Duplicate
RPD - Relative Percent Difference
NC - Not Calculable.
SG - Silica Gel - Clean-Up
U - Indicates the compound was analyzed for, but not detected.
N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.
Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.
Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.
TNI - The NELAC Institute.

ANALYTE QUALIFIERS

I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
U	Compound was analyzed for but not detected.
J(M1)	Estimated Value. Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.
J(S0)	Estimated Value. Surrogate recovery outside laboratory control limits.
J(S5)	Estimated Value. Surrogate recovery outside control limits due to matrix interferences (not confirmed by re-analysis).
J(v1)	The continuing calibration verification was above the method acceptance limit. Any detection for the analyte in the associated samples may have a high bias.
J(v2)	The continuing calibration verification was below the method acceptance limit. The analyte was not detected in the associated samples and the sensitivity of the instrument was verified with a reporting limit check standard.
J(v3)	The continuing calibration verification was below the method acceptance limit. Any detection for the analyte in the associated samples may have a low bias.
P2	Re-extraction or re-analysis could not be performed due to insufficient sample amount.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: AEI Project# 477000,PO # 332 *

Pace Project No.: 35792069

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35792069001	SB-1	EPA 3546	908768	FL-PRO	908940
35792069002	SB-2	EPA 3546	908768	FL-PRO	908940
35792069003	SB-3	EPA 3546	908768	FL-PRO	908940
35792069004	SB-4	EPA 3546	908768	FL-PRO	908940
35792069005	SB-5	EPA 3546	909724	FL-PRO	909818
35792069006	SB-6	EPA 3546	909724	FL-PRO	909818
35792069007	TW-1	EPA 3510	908797	FL-PRO	909024
35792069008	TW-2	EPA 3510	909742	FL-PRO	909817
35792069009	TW-3	EPA 3510	908797	FL-PRO	909024
35792069010	TW-4	EPA 3510	908797	FL-PRO	909024
35792069011	TW-5	EPA 3510	909742	FL-PRO	909817
35792069012	TW-6	EPA 3510	908797	FL-PRO	909024
35792069007	TW-1	EPA 3510	909160	EPA 8270 by SIM	909767
35792069008	TW-2	EPA 3510	909160	EPA 8270 by SIM	909767
35792069009	TW-3	EPA 3510	909160	EPA 8270 by SIM	909767
35792069010	TW-4	EPA 3510	909160	EPA 8270 by SIM	909767
35792069011	TW-5	EPA 3510	909160	EPA 8270 by SIM	909767
35792069012	TW-6	EPA 3510	909160	EPA 8270 by SIM	909767
35792069001	SB-1	EPA 3546	908806	EPA 8270	909029
35792069002	SB-2	EPA 3546	908806	EPA 8270	909029
35792069003	SB-3	EPA 3546	908806	EPA 8270	909029
35792069004	SB-4	EPA 3546	908806	EPA 8270	909029
35792069005	SB-5	EPA 3546	908806	EPA 8270	909029
35792069006	SB-6	EPA 3546	908806	EPA 8270	909029
35792069001	SB-1	EPA 5035	908888	EPA 8260	908893
35792069002	SB-2	EPA 5035	908888	EPA 8260	908893
35792069003	SB-3	EPA 5035	908888	EPA 8260	908893
35792069004	SB-4	EPA 5035	908888	EPA 8260	908893
35792069005	SB-5	EPA 5035	908888	EPA 8260	908893
35792069006	SB-6	EPA 5035	908888	EPA 8260	908893
35792069007	TW-1	EPA 8260	910806		
35792069008	TW-2	EPA 8260	910806		
35792069009	TW-3	EPA 8260	910806		
35792069010	TW-4	EPA 8260	910806		
35792069011	TW-5	EPA 8260	910806		
35792069012	TW-6	EPA 8260	910806		
35792069001	SB-1	ASTM D2974-87	908814		
35792069002	SB-2	ASTM D2974-87	908814		
35792069003	SB-3	ASTM D2974-87	908814		
35792069004	SB-4	ASTM D2974-87	908814		
35792069005	SB-5	ASTM D2974-87	908814		
35792069006	SB-6	ASTM D2974-87	908814		

REPORT OF LABORATORY ANALYSIS

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Pace Container Order #1086563

Addresses

Order By :

Company AEI Consultants
 Contact Friedman, Ben
 Email bfriedman@aeiconsultants.com
 Address 333 Camino Gardens Boulevard
 Address 2 Suite 203
 City Boca Raton
 State FL Zip 33432
 Phone (862)703-6329

Ship To :

Company AEI Consultants (Pace Analytical)
 Contact Friedman, Ben - HOME
 Email bfriedman@aeiconsultants.com
 Address 6197 Woodbury Road
 Address 2
 City Boca Raton
 State FL Zip 33432
 Phone (862)703-6329

Return To:

Company Pace Analytical Pompano Beach
 Contact Palmer, Lori
 Email lori.palmer@pacelabs.com
 Address 3610 Park Central Blvd North
 Address 2
 City Pompano Beach
 State FL Zip 33064
 Phone 813-855-1844

Info

Project Name AEI Project# 477000, PO # 332872 Due Date 04/04/2023 Profile 10352- 21 Quote
 Project Manager Palmer, Lori Return Date Carrier Pace Courier Location FL

Trip Blanks

☐ Include Trip Blanks

Bottle Labels

☐ Blank
☒ Pre-Printed No Sample IDs
☐ Pre-Printed With Sample IDs

Bottles

☐ Boxed Cases
☐ Individually Wrapped
☐ Grouped By Sample ID/Matrix

Return Shipping Labels

☐ No Shipper
☐ With Shipper

COC Options

☐ Number of Blanks
☒ Pre-Printed

Misc

☐ Sampling Instructions
☐ Custody Seal
☐ Temp. Blanks
☐ Coolers
☐ Syringes
☐ Extra Bubble Wrap
☐ Short Hold/Rush Stickers
☐ DI Water Liter(s)
☐ USDA Regulated Soils

# of Samples	Matrix	Test	Container	Total	# of	Lot #	Notes
6	WT	8260 VOC	3-40ml vials w/HCl	18	0		
6	WT	PAH by 8270 SIM (low vol)	2-100 mL amber glass, unpres	12	0		
6	WT	FL Pro Low Volume for Waters	2-100 mL amber glass w/H2SO4	12	0		
1	WT	PAH MS/MSD	100ml amber glass unpres	2	2		
1	WT	FL PRO MS/MSD	100ml amber glass w/H2SO4	2	2		

Hazard Shipping Placard In Place : NO

Sample receiving hours are Mon-Fri 8:00am-6:00pm unless special arrangements are made with your project manager.

Pace Analytical reserves the right to return hazardous, toxic, or radioactive samples to you.

Pace Analytical reserves the right to charge for unused bottles, as well as cost associated with sample storage/disposal.

Payment term are net 30 days.

Please include the proposal number on the chain of custody to insure proper billing.

LAB USE:

Ship Date :

Prepared By:

Verified By:

Sample

RUSH - 3-day

CLIENT USE (Optional):

Date Rec'd:

Received By:

Verified By:

Page 60 of 64

Page 313 of 1167

Pace Container Order #1086576

Addresses		
Order By : Company AEI Consultants Contact Friedman, Ben Email bfriedman@aeiconsultants.com Address 333 Camino Gardens Boulevard Address 2 Suite 203 City Boca Raton State FL Zip 33432 Phone (862)703-6329	Ship To : Company AEI Consultants - Boca Contact Friedman, Ben - HOME Email bfriedman@aeiconsultants.com Address 6197 Woodbury Road Address 2 City Boca Raton State FL Zip 33433 Phone (862)703-6329	Return To: Company Pace Analytical Pompano Beach Contact Palmer, Lori Email lori.palmer@pacelabs.com Address 3610 Park Central Blvd North Address 2 City Pompano Beach State FL Zip 33064 Phone 813-855-1844

Info				
Project Name	AEI Project# 477000, PO # 332872	Due Date	04/04/2023	Profile 10352-15
Project Manager	Palmer, Lori	Return Date		Carrier Pace Courier
				Location FL

Trip Blanks ☐ Include Trip Blanks	Bottle Labels ☐ Blank ☒ Pre-Printed No Sample IDs ☐ Pre-Printed With Sample IDs	Bottles ☐ Boxed Cases ☐ Individually Wrapped ☐ Grouped By Sample ID/Matrix
Return Shipping Labels ☐ No Shipper ☐ With Shipper	Misc ☐ Sampling Instructions ☐ Custody Seal ☐ Temp. Blanks ☒ Coolers ☐ Syringes ☐ Extra Bubble Wrap ☐ Short Hold/Rush Stickers ☐ DI Water Liter(s) ☐ USDA Regulated Soils	
COC Options ☐ Number of Blanks ☒ Pre-Printed 		

# of Samples	Matrix	Test	Container	Total	# of	Lot #	Notes
6	SL	8260 VOC	3-40ml vials (2-DI, 1-MeOH)	6	0		
6	SL	PAH / FL-PRO	8oz soil jar	6	0		
6	SL	% Moisture/Dry weight	4oz soil jar	6	0		

Hazard Shipping Placard In Place : NO

Sample receiving hours are Mon-Fri 8:00am-6:00pm unless special arrangements are made with your project manager.

Pace Analytical reserves the right to return hazardous, toxic, or radioactive samples to you.

Pace Analytical reserves the right to charge for unused bottles, as well as cost associated with sample storage/disposal.

Payment term are net 30 days.

Please include the proposal number on the chain of custody to insure proper billing.

LAB USE:

Ship Date :	
Prepared By:	
Verified By:	

Sample

RUSH 3-day TAT

CLIENT USE (Optional):

Date Rec'd:	
Received By:	
Verified By:	



CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately. Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at <https://info.pacelabs.com/hubs/pas-standard-terms.pdf>.

Section A

Required Client Information:

Company:	AEI Consultants	Report To:	Ben Friedman
Address:	333 Camino Gardens Boulevard	Copy To:	
Suite:	203 Boca Raton, FL 33432	Company Name:	
Email:	bfriedman@aiconsultants.com	Address:	
Phone:	(862)703-6329	Pace Quote:	
Requested Due Date:		Pace Project Manager:	lori.palmer@pacelabs.com
		Pace Profile #:	10352-15

Section B

Required Project Information:

Project Name:	AEI Project# 477000, PO # 332872	State / Location:	FL
Project #:		Regulatory Agency:	

Section C

Invoice Information:

Attention:		Received on	
Company Name:		Temp in C	
Address:		Ice	
Pace Quote:		Sealed	
Pace Project Manager:	lori.palmer@pacelabs.com	Cooler	
Pace Profile #:	10352-15	Custody	

ITEM #	MATRIX	CODE	COLLECTED	START	END	DATE	TIME	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	Requested Analysis	Y/N	Preservatives	# OF CONTAINERS	SAMPLE TEMP AT COLLECTION	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	RELINQUISHED BY / AFFILIATION	DATE	TIME	DATE	TIME	TEMP in C	Received on	Ice	Custody	Sealed	Cooler	Samples	Intact
1																																
2																																
3																																
4																																
5																																
6																																
7																																
8																																
9																																
10																																
11																																
12																																

ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	TEMP in C	Received on	Ice	Custody	Sealed	Cooler	Samples	Intact
RUSH 3-day TAT														



Sample Condition Upon Receipt Form (SCUR)

Date and Initials of person:

Examining contents:

Label:

Deliver:

pH:

Initials:

Project #

Project Manager:

Client:

WO#: 35792069

PM: LAP

Due Date: 04/17/23

CLIENT: 36-AEI

Thermometer Used: T-409

Date: 4.12.23

Time: 2307

Initials: [Signature]

State of Origin:

☐ For WV projects, all containers verified to $\leq 6^{\circ}\text{C}$

Cooler #1 Temp. $^{\circ}\text{C}$ 0.8 (Visual) 0 (Correction Factor) 0.8 (Actual)

Cooler #2 Temp. $^{\circ}\text{C}$ 4.6 (Visual) (Correction Factor) 4.6 (Actual)

Cooler #3 Temp. $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

Cooler #4 Temp. $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

Cooler #5 Temp. $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

Cooler #6 Temp. $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

Recheck for OOT $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

Time: Initials:

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☐ Client ☒ Commercial ☐ Pace ☐ Other:

Shipping Method: ☐ Standard Overnight ☐ First Overnight ☐ Priority Overnight ☐ Ground ☐ International Priority ☐ Other:

Billing: ☐ Recipient ☐ Sender ☐ Third Party ☐ Credit Card ☐ Unknown

Tracking #

Custody Seal Present: ☒ Yes ☐ No Seal properly placed and intact: ☒ Yes ☐ No

Ice: ☒ Wet ☐ Blue ☐ Dry ☐ None ☐ Melted

Packing Material: ☐ Bubble Wrap ☒ Bubble Bags ☐ None ☐ Other:

Samples shorted to lab: ☐ Yes ☐ No (If yes, complete the following)

Shorted Date:

Shorted Time:

Bottle Quantity / Type:

Chain of Custody:	Present: ☒ Yes ☐ No Filled Out: ☒ Yes ☐ No ☐ N/A Relinquished From Pace: ☒ Yes ☐ No ☐ N/A Sampler Name: ☒ Yes ☐ No ☐ N/A
	Relinquished To Pace: ☒ Yes ☐ No ☐ N/A Sampling Date(s): ☒ Yes ☐ No ☐ N/A Sampling Time(s): ☒ Yes ☐ No ☐ N/A
Samples Arrived within Hold Time.	☒ Yes ☐ No ☐ N/A
Rush Turnaround Requested on COC.	☒ Yes ☐ No ☐ N/A
Sufficient Volume.	☒ Yes ☐ No ☐ N/A
Correct Containers Used.	☒ Yes ☐ No ☐ N/A
Containers Intact.	☒ Yes ☐ No ☐ N/A
Sample Labels Match COC (Sample ID, Date/Time of Collection).	☒ Yes ☐ No ☐ N/A
All containers needing acid / base preservation have been checked.	☒ Yes ☐ No ☐ N/A
All containers needing preservation are found to be in compliance with EPA recommendation:	☒ Yes ☐ No ☐ N/A
Exceptions: Vials, Microbiology, O&G, PFAS	
Headspace in Volatile Vials? (>6mm):	☐ Yes ☒ No ☐ N/A
Trip Blank Present:	☐ Yes ☐ No ☒ N/A

Comments / Resolutions (use back for additional comments):

No sign of damage

TW-3
TW-4

1/2
1/2

AG45
AG4U

arrived empty
11



Sample Condition Upon Receipt Form (SCUR)

Project #
Project Manager:
Client:

WO#: 35792069

PM: LAP Due Date: 04/17/23
CLIENT: 36-AEI

Date and Initials of person:

Examining contents:

Label:

Deliver:

pH:

Initials: KD

Thermometer Used: T-398

Date: 04/13/2023
KO

Time: 1150

State of Origin: ☐ For WV projects, all containers verified to ≤6 °C

Cooler #1 Temp. °C 4.6 (Visual) +0.5 (Correction Factor) 5.1 (Actual)

Cooler #2 Temp. °C 5.8 (Visual) 0.5 (Correction Factor) 6.3 (Actual)

Cooler #3 Temp. °C (Visual) (Correction Factor) (Actual)

Cooler #4 Temp. °C (Visual) (Correction Factor) (Actual)

Cooler #5 Temp. °C (Visual) (Correction Factor) (Actual)

Cooler #6 Temp. °C (Visual) (Correction Factor) (Actual)

Recheck for OOT °C (Visual) (Correction Factor) (Actual)

☒ Samples on ice, cooling process has begun.

☒ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

Time: Initials:

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☒ Client ☐ Commercial ☐ Pace ☐ Other:

Shipping Method: ☐ Standard Overnight ☐ First Overnight ☐ Priority Overnight ☐ Ground ☐ International Priority ☐ Other:

Billing: ☐ Recipient ☐ Sender ☐ Third Party ☐ Credit Card ☐ Unknown

Tracking #

Custody Seal Present: ☐ Yes ☒ No Seal properly placed and intact: ☐ Yes ☒ No

Ice: ☒ Wet ☐ Blue ☐ Dry ☐ None ☐ Melted

Packing Material: ☒ Bubble Wrap ☐ Bubble Bags ☐ None ☐ Other:

Samples shorted to lab: ☐ Yes ☒ No (If yes, complete the following)

Shorted Date:

Shorted Time:

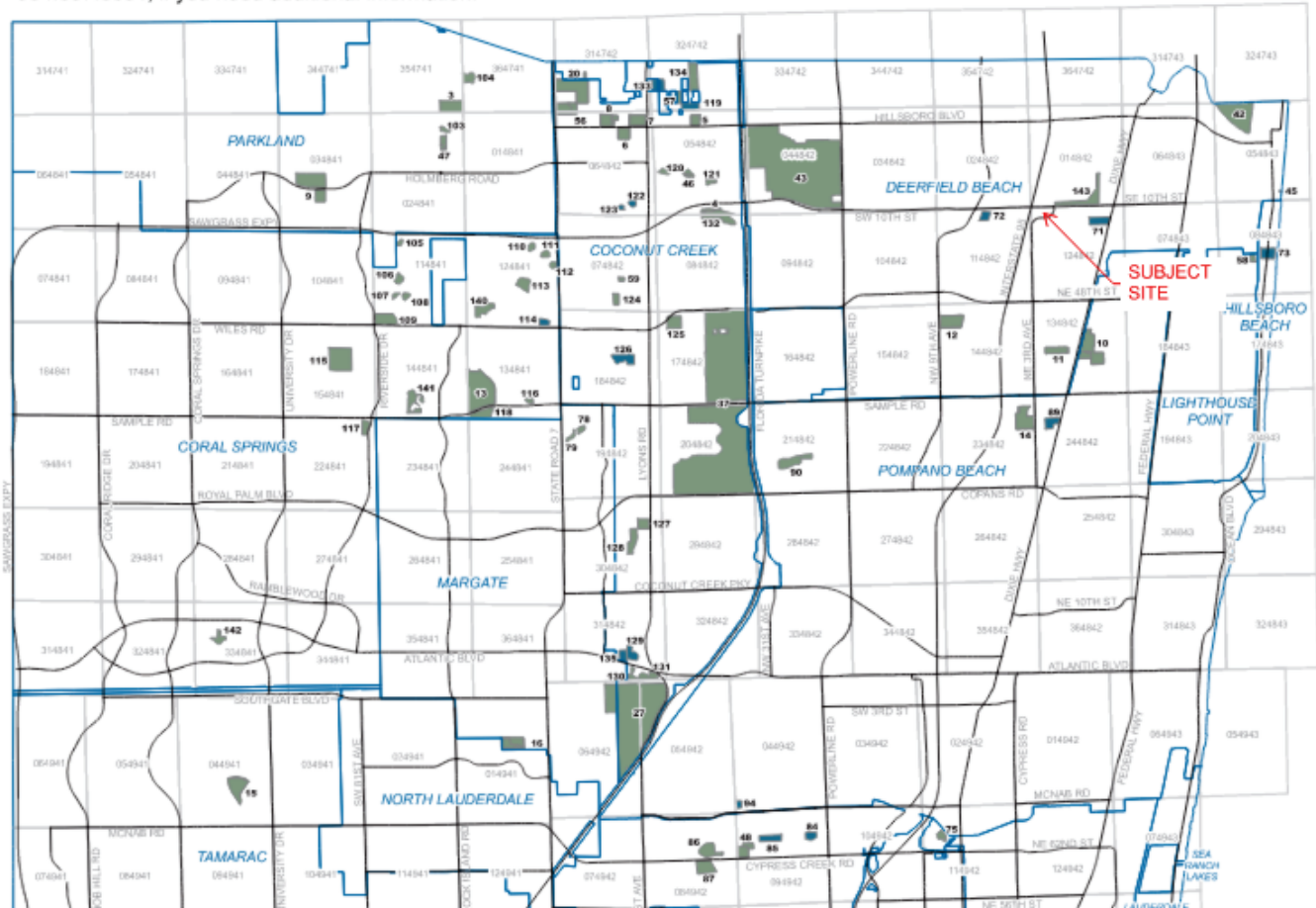
Bottle Quantity / Type:

Chain of Custody:	Present: ☒ Yes ☐ No Filled Out: ☒ Yes ☐ No ☐ N/A Pace Relinquished: ☒ Yes ☐ No ☐ N/A Sampler Accepted: ☒ Yes ☐ No ☐ N/A		
	Sampler Name: ☐ Yes ☐ No ☐ N/A Sampler Relinquished: ☐ Yes ☐ No ☐ N/A Sampling Date(s): ☐ Yes ☐ No ☐ N/A Sampling Time(s): ☐ Yes ☐ No ☐ N/A		
Samples Arrived within Hold Time.	☒ Yes ☐ No ☐ N/A	Comments:	
Rush Turnaround Requested on COC.	☐ Yes ☒ No ☐ N/A	Comments:	
Sufficient Volume.	☐ Yes ☐ No ☐ N/A	Comments:	
Correct Containers Used.	☐ Yes ☐ No ☐ N/A	Comments:	
Containers Intact.	☐ Yes ☐ No ☐ N/A	Comments:	
Sample Labels Match COC (Sample ID, Date/Time of Collection).	☐ Yes ☐ No ☐ N/A	Comments:	
All containers needing acid / base preservation have been checked.	☐ Yes ☐ No ☐ N/A	Preservation Information	
All containers needing preservation are found to be in compliance with EPA recommendation:	☐ Yes ☐ No ☐ N/A	Preservative: _____ Int / Trace: _____ Amount added (mL): _____	Date: _____ Time: _____ Initials: _____
Exceptions: Vials, Microbiology, O&G, PFAS			
Headspace in Volatile Vials? (>6mm):	☐ Yes ☐ No ☐ N/A		
Trip Blank Present:	☐ Yes ☐ No ☐ N/A		

Comments / Resolutions (use back for additional comments):

PCNRM 10-1 Amended Map to Include Wedge.
Please contact the Planning Council at
954.357.8051, if you need additional information.

PALM BEACH COUNTY



Legend

- Designated lands
- Protected lands
- Section Township Range
- Municipal Boundaries

See Table A for individual site name and designation

Designated lands are publicly or privately owned but not managed for preservation.

Protected lands are publicly owned and managed for preservation, or privately owned and restricted by conservation easement or plat note.

Policies 2.23.1 through 2.23.3 (Formerly Objective 9.01.00 and its policies) ensure the protection of these designated Environmentally Sensitive Lands (ESL's).

Criteria and Procedures for Environmentally Sensitive Lands and Local Areas of Particular Concern (LAPC's) are contained within the Broward County Land Use Plan Implementation Requirements and Procedures.

EXHIBIT 'L' - BCLUP Environmentally Sensitive Lands



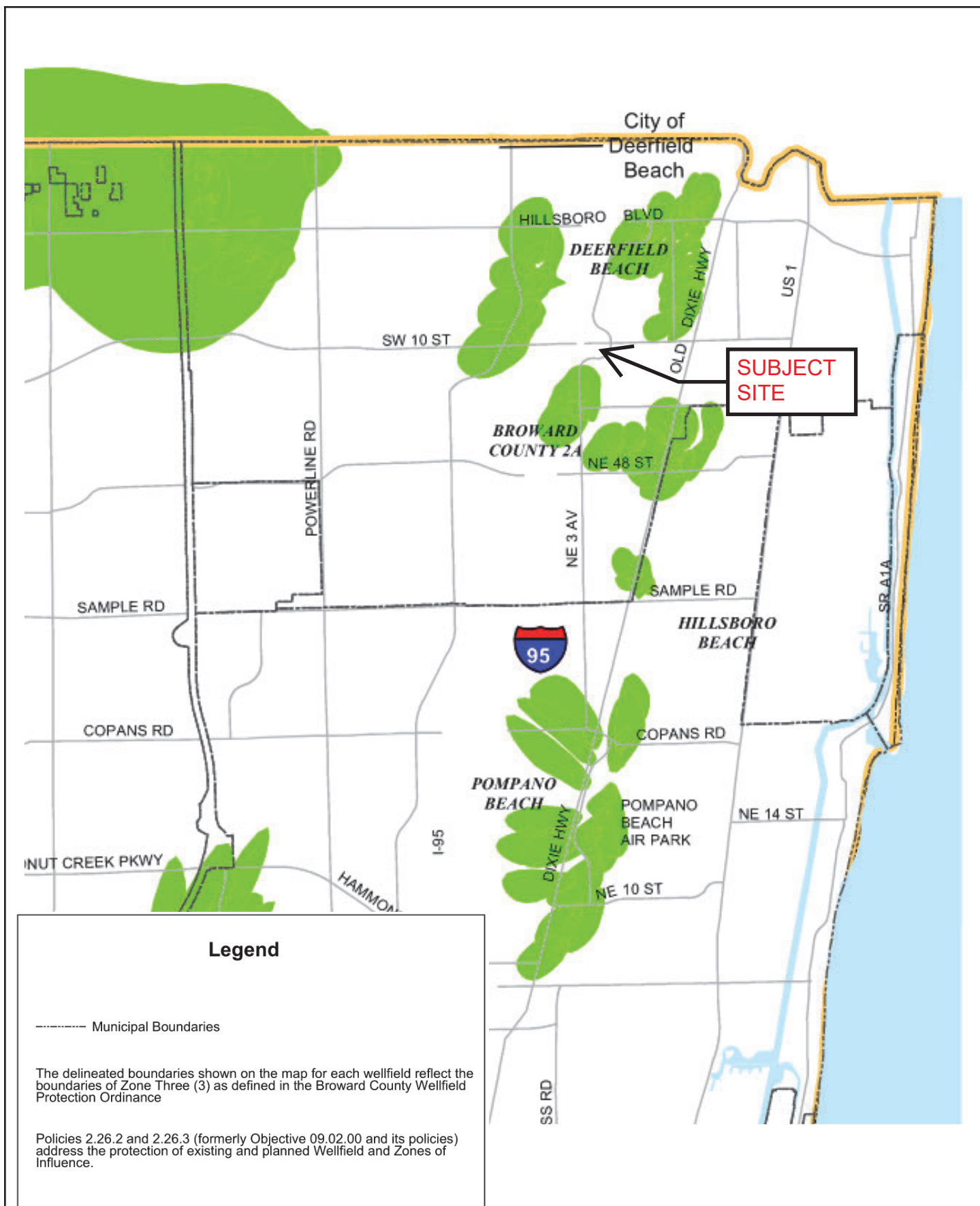
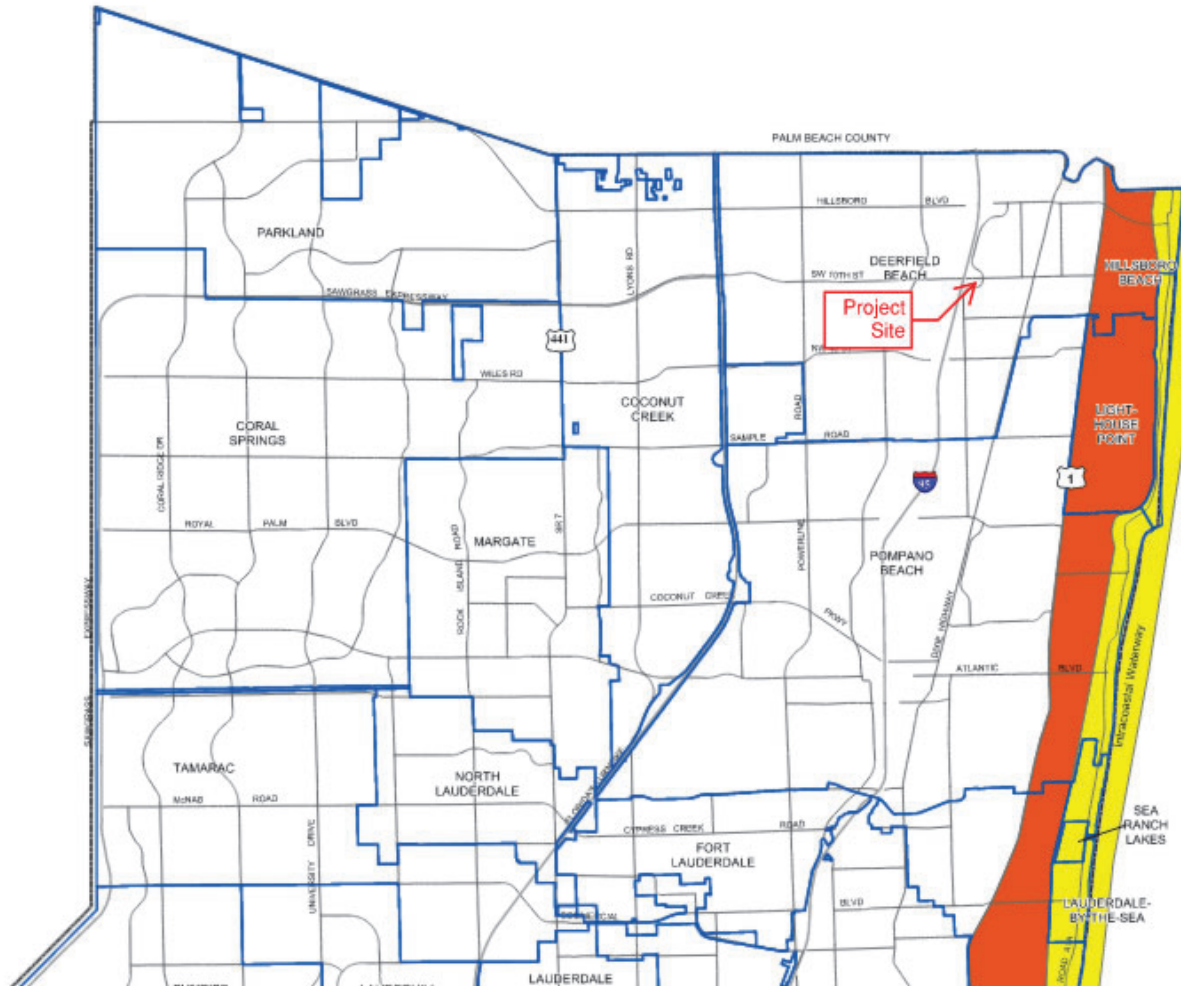


EXHIBIT 'M' - BCLUP Water Wells Map

BROWARD COUNTY LAND USE PLAN

Natural Resource Map Series Eastern Broward County:
Hurricane Evacuation Zones



Legend

- PLAN A** Typically a category 1-2 hurricane
- PLAN B** Typically a category 3 or higher hurricane
- Municipal Boundary

NOTE: Municipal boundary without names are
Unincorporated Broward County

Source:

Broward County Emergency Management Agency

EXHIBIT 'N' Hurricane Evacuation Zones





Outlook

Request for Verification of Potable Water Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

From Michael Amodio <MAmodio@keithteam.com>**Date** Wed 7/22/2026 12:47 PM**To** yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>**Cc** Alfonso Orellana <AOrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Daniel Wandzilak <dwandzilak@keithteam.com> 1 attachment (145 KB)

01-Concurrency Letter-Potable Water-City.pdf;

Good Afternoon!

I hope you are doing well. As part of the review process for the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we are seeking verification of the analysis included in the attached letter. The analysis has been prepared to support the amendment application and includes information regarding public facility impacts and service availability. Separate emails will be forthcoming for the Sanitary Sewer and Drainage analyses as well.

At your convenience, would you please review the attached potable water analysis and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.

July 22, 2026

**Yaroslav Concepcion, Director of Environmental Services
Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Email: yconcepcion@deerfieldbeachfl.gov
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Potable Water Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate the property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on potable water facilities. Please review the enclosed analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan.

RESPONSE: The subject site is served by the City of Deerfield Beach potable water system, with water supply supported through available regional water resources and facilities, including . , the City's potable water service supply from the City of Deerfield Beach and BWWS District 2 wellfields and water treatment facilities.

The City adopted potable water level of service (LOS) standards of 170 gallons per capita per day (gpcd), as set forth in the City of Deerfield Beach Utilities Element (Sec. 5.2.4.4) and Sec. 4.3.2 of the Deerfield Beach 2020 Comprehensive Water Supply Facilities Work Plan, adopted November 15, 2022.

2. Provide the adoption date of the local government's 10 Year Water Supply Facilities Plan.

RESPONSE: The City's of Deerfield Beach's 2020 Comprehensive Water Supply Facilities Work Plan (10-Year Water Supply Facilities Plan) was adopted on November 15, 2022, as part of the City's comprehensive planning process to ensure adequate water supply and facility capacity to meet projected demands within the planning horizon.

3. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

RESPONSE: The subject property is served by the City of Deerfield Beach potable water system. Potable water treatment is provided through the City of Deerfield Beach West Water Treatment Plant (West WTP), which has a current permitted treatment capacity of 23.6 million gallons per day (MGD). Based on the City of Deerfield Beach Water Supply

Facilities Work Plan, the current and committed demand for the West WTP is approximately 10.41 MGD.

The potable water supply supporting the City's system is obtained through permitted groundwater withdrawals authorized by the South Florida Water Management District (SFWMD). The Broward County North Regional Wellfield serving the area has an SFWMD permitted withdrawal capacity of 14.15 MGD pursuant to SFWMD Water Use Permit No. 06-00082-W. Current and committed demand associated with the permitted withdrawal is approximately 10.41 MGD, resulting in approximately 3.74 MGD of remaining permitted capacity. The SFWMD permit is currently scheduled to expire on March 14, 2029.

The City of Deerfield Beach Water Supply Facilities Work Plan demonstrates that adequate potable water supplies, treatment capacity, and related infrastructure are available to accommodate existing and projected development within the City's service area throughout the planning horizon.

Table 5: PLANT CAPACITY & DEMAND – POTABLE WATER

Item	Value
Current Plant Capacity (West WTP)	23.6 MGD
Current and Committed Plant Demand	10.41 MGD ¹
SFWMD Permitted Withdrawal	14.15 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

¹ Demand per Table 5.11: Projected Population and Water Demand – City Service Area, as summarized in the November 2021 Water Supply Facilities Work Plan.

Table 6: WELLFIELDS (Broward County North Regional Wellfield)

Item	Value
Capacity (SFWMD Permitted Withdrawal)	14.15 MGD
Current + Committed Demand	10.41 MGD
Remaining Capacity	3.74 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

City of Deerfield Beach Water Supply Facilities Work Plan (November 2021)

4. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

TABLE 7: POTABLE WATER IMPACT

Based on the potable water demand factors established by Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, generating an estimated potable water demand of 27,750 gallons per day (GPD), calculated at 250 GPD per dwelling unit.

The proposed amendment would permit development consisting of 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial uses. Estimated potable water demand is calculated as follows:

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – Residential	150 Dus × 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms × 150 GPD/room	18,000 GPD
<u>Proposed – Commercial</u>	<u>144,000 sf x .2 GPD/sf</u>	<u>28,800 GPD</u>
Total Proposed Potable Water Demand		84,300GPD
Net Change in Potable Water Demand	84,300 – 27,500	+56,550 GPD

Source: Broward County Code of Ordinances

The total proposed potable water demand is estimated at 84,300 GPD. Compared to the existing demand of 27,750 GPD, the proposed amendment would result in a net increase of approximately 56,550 GPD of potable water demand.

5. Correspondence from potable water provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit 'O' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services
 Agency: Deerfield Beach Environmental Services/Engineering Dept.
 Ph: 954-250-4290
 Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442



Re: Request for Verification of Sanitary Sewer and Drainage Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

From Daniel Wandzilak <dwandzilak@keithteam.com>

Date Thu 8/13/2026 10:38 AM

To Alfonso Orellana <AOrellana@deerfield-beach.com>

Cc Michael Amodio <MAmodio@keithteam.com>; Michael Pinzon <mpinzon@keithteam.com>

2 attachments (489 KB)

02-Revised Concurrency Letter-Sanitary Sewer-City.pdf; 05-Revised Concurrency Letter-Drainage-City.pdf;

[Report This Email](#)

Good morning Alfonso,

Per your recent discussions with Michael Amodio, the attached **sanitary sewer and drainage** analysis has been revised to address the comments and concerns you identified during your review.

As part of the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we respectfully request that the revised analysis be reviewed and considered in support of the concurrency review process.

At your convenience, please review the attached analysis and let us know if any additional revisions, corrections, or information are needed. If the revised analysis is acceptable, a brief email confirmation would be greatly appreciated and will assist us in completing the application package.

Regards,



Daniel Wandzilak

Planning Technician

Office: 954.788.3400

Email: dwandzilak@keithteam.com

www.KEITHteam.com

From: Daniel Wandzilak <dwandzilak@keithteam.com>

Sent: Monday, August 10, 2026 9:00 AM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good morning,

I wanted to follow up on the request below regarding the **sanitary sewer** analysis submitted in support of the Deerfield City Center FLUP Amendment (Application #LUPA 70A).

We are working to finalize the application package and are facing upcoming submittal deadlines. As such, we would greatly appreciate your review of the analysis and confirmation that the information provided is accurate. If there are any revisions, comments, or additional information needed, please let us know and we will address them promptly.

Thank you for your time and assistance. We appreciate your prompt attention to this matter and look forward to your response.

Regards,

From: Daniel Wandzilak <dwandzilak@keithteam.com>

Sent: Friday, August 7, 2026 3:53 PM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good afternoon,

I wanted to follow up on the request below regarding the **sanitary sewer** analysis submitted in support of the Deerfield City Center FLUP Amendment (Application #LUPA 70A).

We are working to finalize the application package and are facing upcoming submittal deadlines. As such, we would greatly appreciate your review of the analysis and confirmation that the information provided is accurate. If there are any revisions, comments, or additional information needed, please let us know and we will address them promptly.

A brief email confirming the analysis, or identifying any outstanding concerns, would be extremely helpful in keeping the application moving forward.

Thank you for your time and assistance. We appreciate your prompt attention to this matter and look forward to your response.

Best regards,

From: Daniel Wandzilak <dwandzilak@keithteam.com>
Sent: Tuesday, August 4, 2026 11:46 AM
To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>
Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>
Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good morning,

I wanted to follow up on the request below regarding the sanitary sewer analysis submitted in support of the Deerfield City Center FLUP Amendment (Application #LUPA 70A).

At your convenience, could you please review the analysis and confirm whether the information provided is accurate? If there are any revisions, comments, or additional information needed, please let us know and we will address them promptly.

A brief email confirming the analysis, or providing any feedback, would be greatly appreciated as we work toward completing the application package.

Thank you for your time and assistance. Please feel free to contact us if you have any questions.

Best regards,

From: Daniel Wandzilak <dwandzilak@keithteam.com>
Sent: Wednesday, July 29, 2026 3:23 PM
To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>
Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>
Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good afternoon,

I wanted to follow up on the request below regarding the sanitary sewer analysis submitted in support of the Deerfield City Center FLUP Amendment (Application #LUPA 70A).

At your convenience, could you please review the analysis and confirm whether the information provided is accurate? If there are any revisions, comments, or additional information needed, please let us know and we will address them promptly.

A brief email confirming the analysis, or providing any feedback, would be greatly appreciated as we work toward completing the application package.

Thank you for your time and assistance. Please feel free to contact us if you have any questions.

Best regards,

From: Michael Amodio <MAmodio@keithteam.com>

Sent: Wednesday, July 22, 2026 12:51 PM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Daniel Wandzilak <dwandzilak@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good Afternoon!

As part of the review process for the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we are seeking verification of the analysis included in the attached letter. The analysis has been prepared to support the amendment application and includes information regarding public facility impacts and service availability.

At your convenience, would you please review the attached **sanitary sewer analysis** and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.



Michael Amodio, AICP

Principal Planner, Associate

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com



RE: Request for Verification of Solid Waste Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

From Eleonel Lorenzo <ELorenzo@deerfieldbeachfl.gov>

Date Thu 7/23/2026 8:18 AM

To Michael Amodio <MAmodio@keithteam.com>



Caution: External (elorenzo@deerfieldbeachfl.gov)

First-Time Sender [Details](#)



[Safe](#) [Spam](#) [Phish](#) [More...](#)

Good morning

The information is accurate.

Thank you



Eleonel Lorenzo

Assistant Director of Municipal Services Department

954-250-4351 | Mobile: 954-695-1176

401 SW 4th St, Deerfield Beach, FL, 33441

www.deerfieldbeachfl.gov

ELorenzo@deerfieldbeachfl.gov



Established 1925

The City of Deerfield Beach (the "City") is a public entity governed by Florida's Public Records Act as set forth in Chapter 119, Florida Statutes. All correspondence sent to the City via e-mail may be subject to disclosure and public inspection pursuant to the Public Records Act. If you do not want your e-mail address or the contents of your e-mail released in response to a public records request, do not send electronic mail to the City. As an alternative, you can contact the City by phone.

From: Michael Amodio <MAmodio@keithteam.com>

Sent: Wednesday, July 22, 2026 1:03 PM

To: Eleonel Lorenzo <ELorenzo@deerfieldbeachfl.gov>

Subject: Fw: Request for Verification of Solid Waste Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good Afternoon! I received your contact information from Chad's out of office reply. Would you be able to assist with the request below?

Thanks in advance!

**Michael Amodio, AICP**

Principal Planner, Associate

Office: 954.788.3400

Email: MAmodio@keithteam.comwww.KEITHteam.com

From: Michael Amodio <MAmodio@keithteam.com>**Sent:** Wednesday, July 22, 2026 12:58 PM**To:** cgregsek@deerfieldbeachfl.gov <cgregsek@deerfieldbeachfl.gov>**Cc:** Daniel Wandzilak <dwandzilak@keithteam.com>**Subject:** Re: Request for Verification of Solid Waste Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good Afternoon!

As part of the review process for the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we are seeking verification of the analysis included in the attached letter. The analysis has been prepared to support the amendment application and includes information regarding public facility impacts and service availability.

At your convenience, would you please review the attached **solid waste analysis** and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.

July 22, 2026

CHAD E. GRECSEK, MBA, LEED AP
Director of Municipal Services
954.250.4350
401 SW 4th Street, Deerfield Beach FL 33441
cgrecsek@deerfieldbeachfl.gov

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Solid Waste Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate Property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on solid waste facilities. Please review the enclosed solid waste analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

C. Solid Waste

1. Provide the solid waste level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach's adopted level of service for solid waste collection is 5.4 lbs per capita per day and 7.0 lbs per capita per day for disposal.

2. Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

RESPONSE: The City has contracted Waste Connections, Inc. for solid waste processing, transportation and disposal of municipal solid waste. Recycling materials are delivered by the city to Waste Management's Transfer Station in Deerfield Beach.

The city is served by the Waste Connection's solid waste transfer operations with final disposal occurring at the John E. Drury (JED) landfill in Saint Cloud, Florida.

The city sends approximately 72,000 tons per year to this facility. The JED landfill has total remaining disposal capacity of approximately 3,836,210 tons through 2032. The total permitted capacity of the JED landfill is approximately 52,215,585 tons.

Per Table 5.9 of the City's Solid Waste Sub-Element, the City's projected solid waste generation is 115,000 tons per year in 2030 and 118,665 tons per year in 2040.

The City's projected solid waste generation remains within the available capacity of the JED landfill throughout the planning horizon. No additional landfill capacity expansions are identified as necessary to accommodate projected solid waste generation during the planning period

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

The proposed amendment results in an estimated net increase of approximately 434.81 tons per year, which represents less than 1% of the City's projected 2030 and 2040 solid waste generation and approximately 0.011% of the landfill's remaining disposal capacity therefore, solid waste LOS is maintained.

TABLE 10: SOLID WASTE IMPACT	Existing / Adopted System Capacity (Comp Plan)	Projected Overall Impact (with Proposed Project)	Net Change Attributable to Project
City Annual Solid Waste Sent to System	~72,000 tons/year (Citywide)	72,434.81 tons/year (Citywide + project increment)	+434.81 tons/year

Landfill Available Capacity (Annual Throughput Capacity)	3,836,210 tons/of available capacity through 2032	3,836,210 tons/year (unchanged; project is an increment to demand)	Project increment = 0.011% of annual landfill capacity
Landfill Total Capacity	52,215,585 tons total capacity	52,215,585 tons (unchanged)	De minimis relative to total capacity
City Projected Solid Waste Generation (2030)	115,000 tons/year (City projection)	115,434.81 tons/year (projection + project increment)	+434.81 tons/year (0.378% of 2030 projection)
City Projected Solid Waste Generation (2040)	118,665 tons/year (City projection)	119,099.81 tons/year (projection + project increment)	+434.81 tons/year (0.366% of 2040 projection)

RESPONSE: Based on the City's adopted solid waste level of service and the capacity information contained in the Solid Waste Sub-Element, the proposed amendment would generate an estimated net increase of 434.81 tons per year of solid waste.

As shown in Table 10, this increase represents approximately 0.378% of the City's projected 2030 solid waste generation, 0.366% of the City's projected 2040 solid waste generation, and approximately 0.011% of the landfill's remaining disposal capacity.

Accordingly, adequate solid waste capacity exists to accommodate the proposed amendment while maintaining the adopted level of service.

4. Correspondence from the solid waste provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification

RESPONSE: Will be provided. See Exhibit 'Q' for correspondence.

Name: CHAD E. GRECSEK, MBA, LEED AP

Agency: Director of Municipal Services, City of Deerfield Beach

Phone: 954-250-4350

Email: cgregcsek@deerfieldbeachfl.gov

Address : 401 SW 4th Street, Deerfield Beach FL 33441



Re: Request for Verification of Sanitary Sewer and Drainage Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

From Daniel Wandzilak <dwandzilak@keithteam.com>

Date Thu 8/13/2026 10:38 AM

To Alfonso Orellana <AOrellana@deerfield-beach.com>

Cc Michael Amodio <MAmodio@keithteam.com>; Michael Pinzon <mpinzon@keithteam.com>

2 attachments (489 KB)

02-Revised Concurrency Letter-Sanitary Sewer-City.pdf; 05-Revised Concurrency Letter-Drainage-City.pdf;

[Report This Email](#)

Good morning Alfonso,

Per your recent discussions with Michael Amodio, the attached **sanitary sewer and drainage** analysis has been revised to address the comments and concerns you identified during your review.

As part of the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we respectfully request that the revised analysis be reviewed and considered in support of the concurrency review process.

At your convenience, please review the attached analysis and let us know if any additional revisions, corrections, or information are needed. If the revised analysis is acceptable, a brief email confirmation would be greatly appreciated and will assist us in completing the application package.

Regards,



Daniel Wandzilak

Planning Technician

Office: 954.788.3400

Email: dwandzilak@keithteam.com

www.KEITHteam.com

From: Daniel Wandzilak <dwandzilak@keithteam.com>

Sent: Monday, August 10, 2026 9:00 AM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good morning,

I wanted to follow up on the request below regarding the **sanitary sewer** analysis submitted in support of the Deerfield City Center FLUP Amendment (Application #LUPA 70A).

We are working to finalize the application package and are facing upcoming submittal deadlines. As such, we would greatly appreciate your review of the analysis and confirmation that the information provided is accurate. If there are any revisions, comments, or additional information needed, please let us know and we will address them promptly.

Thank you for your time and assistance. We appreciate your prompt attention to this matter and look forward to your response.

Regards,

From: Daniel Wandzilak <dwandzilak@keithteam.com>

Sent: Friday, August 7, 2026 3:53 PM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

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A brief email confirming the analysis, or identifying any outstanding concerns, would be extremely helpful in keeping the application moving forward.

Thank you for your time and assistance. We appreciate your prompt attention to this matter and look forward to your response.

Best regards,

From: Daniel Wandzilak <dwandzilak@keithteam.com>

Sent: Tuesday, August 4, 2026 11:46 AM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good morning,

I wanted to follow up on the request below regarding the sanitary sewer analysis submitted in support of the Deerfield City Center FLUP Amendment (Application #LUPA 70A).

At your convenience, could you please review the analysis and confirm whether the information provided is accurate? If there are any revisions, comments, or additional information needed, please let us know and we will address them promptly.

A brief email confirming the analysis, or providing any feedback, would be greatly appreciated as we work toward completing the application package.

Thank you for your time and assistance. Please feel free to contact us if you have any questions.

Best regards,

From: Daniel Wandzilak <dwandzilak@keithteam.com>

Sent: Wednesday, July 29, 2026 3:23 PM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good afternoon,

I wanted to follow up on the request below regarding the sanitary sewer analysis submitted in support of the Deerfield City Center FLUP Amendment (Application #LUPA 70A).

At your convenience, could you please review the analysis and confirm whether the information provided is accurate? If there are any revisions, comments, or additional information needed, please let us know and we will address them promptly.

A brief email confirming the analysis, or providing any feedback, would be greatly appreciated as we work toward completing the application package.

Thank you for your time and assistance. Please feel free to contact us if you have any questions.

Best regards,

From: Michael Amodio <MAmodio@keithteam.com>

Sent: Wednesday, July 22, 2026 12:51 PM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Daniel Wandzilak <dwandzilak@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good Afternoon!

As part of the review process for the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we are seeking verification of the analysis included in the attached letter. The analysis has been prepared to support the amendment application and includes information regarding public facility impacts and service availability.

At your convenience, would you please review the attached **sanitary sewer analysis** and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.



Michael Amodio, AICP

Principal Planner, Associate

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com



Outlook

Re: Request for Verification of Drainage Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

From Michael Amodio <MAmodio@keithteam.com>**Date** Wed 7/22/2026 1:04 PM**To** Narvaez, Johana <jnarvaez@broward.org>**Cc** Daniel Wandzilak <dwandzilak@keithteam.com> 1 attachment (167 KB)

05-Concurrency Letter-Drainage-County.pdf;

Good Afternoon!

As part of the review process for the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we are seeking verification of the analysis included in the attached letter. The analysis has been prepared to support the amendment application and includes information regarding public facility impacts and service availability.

At your convenience, would you please review the attached **drainage analysis** and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.

July 22, 2026

**Johana Narvaez, M.S.E.E.,
Environmental Program Manager
Broward County Public Works and Environmental Services Department
Ph: (954) 519- 0318
1 North University Drive, Mailbox 201, Plantation, FL 33324-2038**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Drainage Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate Property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on drainage facilities. Please review the enclosed drainage analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with the City's stormwater management criteria, including on-site retention and/or detention, conformance with South Florida Water Management District (SFWMD) standards, and adherence to applicable floodplain and elevation requirements. The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Road Protection	Residential streets not greater than fifty feet wide rights-of-way to have crown elevations no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map." Rights-of-way greater than fifty feet wide to have an ultimate edge of pavement no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map."
Building Elevations	To have the lowest floor elevation no lower than the elevation for the respective area depicted on the "100 Year Flood Elevation Map", the FEMA Base Flood Elevation for the area or the site- specific 100-yr, 3-day design storm stage, whichever is highest. Off Site Discharge Not to exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Storm Sewers	Design frequency minimum to be three-year rainfall intensity of the State Department of Transportation Zone 10 rainfall curves.

Flood Plain Routing	Calculated flood elevations based on the ten-year and one hundred-year return frequency rainfall of three-day duration shall not exceed the corresponding elevations of the ten year "FEMA Flood Map" and the "100-Year Flood Elevation Map."
Antecedent Water Level	The elevation depicted on the map "Average Wet Season Water Levels".
On Site Storage	Minimum capacity above antecedent water level and below flood plain routing elevations to be designed rainfall volume minus off site discharge occurring during design rainfall, except for the 100-yr, 3-day design storm event, which is zero discharge.
Water Quality	Prior to discharge to surface or ground water, 80% or 95% reductions in pollutant load must be achieved based on the rebuttable presumptions of the water quality treatment criteria.

2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The subject property is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City's municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

Surface water management within the amendment area is also subject to the permitting requirements and drainage criteria of the South Florida Water Management District (SFWMD) and other applicable regulatory agencies.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City's development review process and detailed engineering design phase.

All project-specific drainage improvements required to accommodate the proposed development, maintain adopted stormwater level-of-service standards, and comply with applicable City of Deerfield Beach and South Florida Water Management District (SFWMD) requirements will be constructed as part of the development and funded by the developer.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County, and SFWMD stormwater management requirements.

Accordingly, no SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

Name: Johana Narvaez, M.S.E.E.,
Environmental Program Manager

Agency: Broward County Public Works and Environmental Services Department

Phone: (954) 519- 0318

Address: 1 North University Drive, Mailbox 201, Plantation, FL 33324-2038



Transportation Department

TRANSIT DIVISION - Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

VIA EMAIL

August 13, 2026

Michael Amodio, AICP
Keith
Principal Planner, Associate

RE: Land Use Plan Amendment (LUPA) – Deerfield City Center Project – Transit
Verification Letter

Michael Amodio,

Broward County Transit (BCT) has reviewed your correspondence dated July 22, 2026, regarding the proposed Land Use Plan Amendment (LUPA) for the Deerfield City Center Project, Deerfield Beach, FL 33441, located south of SW 10 Street between the ramp from I-95 and SW 11th Way for current and planned transit service. The transit service provided within a quarter mile walking distance of the amendment site is limited to the Deerfield Beach community shuttles Express I (BCT 728) and Express II (BCT 729). Please refer to the following table for detailed information.

The first row lists the column headings: Bus Route, Days of Service, Service Span, and Service Frequency. The second row details service for the Deerfield Beach Express I community shuttle on weekdays and Saturdays line by line. For example, on weekdays the Deerfield Beach Express I community shuttle runs 8:00 a.m. – 4:00 p.m. with a frequency of 60 minutes.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
Deerfield Beach Express I – BCT 728	Weekday Saturday	8:00 a.m. – 4:00 p.m. 8:00 a.m. – 4:00 p.m.	60 minutes 60 minutes
Deerfield Beach Express II – BCT 729	Weekday Saturday	8:00 a.m. – 4:00 p.m. 8:00 a.m. – 4:00 p.m.	60 minutes 60 minutes



Transportation Department

TRANSIT DIVISION - Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

BCT can accommodate additional transit demand, as described in the Mass Transit Analysis, with planned fixed route and community shuttle service to the amendment site.

BCT is in the process of finalizing the Transit**FORWARD** 2040 Vision Plan. This plan proposes fixed route bus improvements, including shorter headways and increased span of service on weekdays and weekends, in addition to new service types like demand-response County-wide. The development of the subject property will be considered for its support in the utilization of public transit services by enhancing the transit propensity along SW 10th Street in the City of Deerfield Beach. The subject property will be noted as a key area of development for possible service expansion and/or new service once it is completed in conjunction with a transit service market analysis. The proposed development will provide safe circulation routes for pedestrians and bicycles including transit connectivity between existing sidewalks and proposed future bus stops.

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

Please feel free to call me at 954-357-5481 or email me at dacohen@broward.org if you require any additional information or clarification on this matter.

Sincerely,

Daniel Cohen

Daniel Cohen
Service Planner
Service and Strategic Planning – Broward County Transit

July 22, 2026

**Yaroslav Concepcion, Director of Environmental Services
Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Email: yconcepcion@deerfieldbeachfl.gov
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Potable Water Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate the property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on potable water facilities. Please review the enclosed analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan.

RESPONSE: The subject site is served by the City of Deerfield Beach potable water system, with water supply supported through available regional water resources and facilities, including . , the City's potable water service supply from the City of Deerfield Beach and BWWS District 2 wellfields and water treatment facilities.

The City adopted potable water level of service (LOS) standards of 170 gallons per capita per day (gpcd), as set forth in the City of Deerfield Beach Utilities Element (Sec. 5.2.4.4) and Sec. 4.3.2 of the Deerfield Beach 2020 Comprehensive Water Supply Facilities Work Plan, adopted November 15, 2022.

2. Provide the adoption date of the local government's 10 Year Water Supply Facilities Plan.

RESPONSE: The City's of Deerfield Beach's 2020 Comprehensive Water Supply Facilities Work Plan (10-Year Water Supply Facilities Plan) was adopted on November 15, 2022, as part of the City's comprehensive planning process to ensure adequate water supply and facility capacity to meet projected demands within the planning horizon.

3. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

RESPONSE: The subject property is served by the City of Deerfield Beach potable water system. Potable water treatment is provided through the City of Deerfield Beach West Water Treatment Plant (West WTP), which has a current permitted treatment capacity of 23.6 million gallons per day (MGD). Based on the City of Deerfield Beach Water Supply

Facilities Work Plan, the current and committed demand for the West WTP is approximately 10.41 MGD.

The potable water supply supporting the City's system is obtained through permitted groundwater withdrawals authorized by the South Florida Water Management District (SFWMD). The Broward County North Regional Wellfield serving the area has an SFWMD permitted withdrawal capacity of 14.15 MGD pursuant to SFWMD Water Use Permit No. 06-00082-W. Current and committed demand associated with the permitted withdrawal is approximately 10.41 MGD, resulting in approximately 3.74 MGD of remaining permitted capacity. The SFWMD permit is currently scheduled to expire on March 14, 2029.

The City of Deerfield Beach Water Supply Facilities Work Plan demonstrates that adequate potable water supplies, treatment capacity, and related infrastructure are available to accommodate existing and projected development within the City's service area throughout the planning horizon.

Table 5: PLANT CAPACITY & DEMAND – POTABLE WATER

Item	Value
Current Plant Capacity (West WTP)	23.6 MGD
Current and Committed Plant Demand	10.41 MGD ¹
SFWMD Permitted Withdrawal	14.15 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

¹ Demand per Table 5.11: Projected Population and Water Demand – City Service Area, as summarized in the November 2021 Water Supply Facilities Work Plan.

Table 6: WELLFIELDS (Broward County North Regional Wellfield)

Item	Value
Capacity (SFWMD Permitted Withdrawal)	14.15 MGD
Current + Committed Demand	10.41 MGD
Remaining Capacity	3.74 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

City of Deerfield Beach Water Supply Facilities Work Plan (November 2021)

4. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

TABLE 7: POTABLE WATER IMPACT

Based on the potable water demand factors established by Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, generating an estimated potable water demand of 27,750 gallons per day (GPD), calculated at 250 GPD per dwelling unit.

The proposed amendment would permit development consisting of 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial uses. Estimated potable water demand is calculated as follows:

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – Residential	150 Dus × 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms × 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x .2 GPD/sf	28,800 GPD
Total Proposed Potable Water Demand		84,300GPD
Net Change in Potable Water Demand	84,300 – 27,500	+56,550 GPD

Source: Broward County Code of Ordinances

The total proposed potable water demand is estimated at 84,300 GPD. Compared to the existing demand of 27,750 GPD, the proposed amendment would result in a net increase of approximately 56,550 GPD of potable water demand.

5. Correspondence from potable water provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit ‘O’ for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services
 Agency: Deerfield Beach Environmental Services/Engineering Dept.
 Ph: 954-250-4290
 Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

July 22, 2026

**Yaroslav Concepcion, Director of Environmental Services
City of Deerfield Beach Environmental Services Department
200 Goolsby Boulevard, Deerfield Beach, FL 33442
dfbenv@deerfield-beach.com
954-480-4400**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Sanitary Sewer Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate the property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on Sanitary Sewer Facilities. Please review the enclosed sanitary sewer analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

B. Sanitary Sewer

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

RESPONSE: The adopted level of service for sanitary sewer in the City of Deerfield Beach is established in the City’s Utilities Element and adopted comprehensive planning documents at 105.7 gallons per capita per day (gpcd) based on annual average daily flow for the permanent population.

This level of service factor represents the City’s adopted wastewater generation standard and includes both residential and non-residential wastewater flows associated with development within the City’s service area.

The sanitary sewer level of service standard is used for evaluating the adequacy of wastewater treatment capacity and infrastructure availability associated with proposed development and land use amendments.

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

RESPONSE: The amendment area is served by the Broward County North Regional Wastewater Treatment Plant (NRWWTP), which has a permitted treatment capacity of 95.0 MGD. Broward County’s adopted Water Supply Facilities Work Plan reports an annual average daily flow of 72.8 MGD at the facility.

No additional wastewater treatment plant capacity expansions are identified as necessary for the City of Deerfield Beach within the current planning horizon. Available reserved treatment capacity at the NRWWTP is sufficient to accommodate projected wastewater flows, including the proposed amendment. Any future improvements, if required, will be addressed through the applicable capital improvements planning process and identified funding sources.

TABLE 8: SANITARY SEWER CAPACITY
Broward County North Regional Wastewater Treatment Plant (NRWWTP)

Item	Capacity, Flow, or Allocation (MGD)
Plant Capacity	
NRWWTP Permitted Treatment Capacity	95.0 MGD
Reserved Capacity by BC & Municipalities	87.015 MGD
NRWWTP Annual Average Daily Flow (2024)	72.8 MGD*
Reserved Capacity	

Deerfield Beach Reserved Capacity (2030)	8.0 MGD
Deerfield Beach Reserved Capacity (2045)	9.0 MGD
Existing / Projected Demand	
Deerfield Beach Projected Flow (2030)	6.25 MGD
Deerfield Beach Projected Flow (2045)	6.43 MGD
Capacity Status	Sufficient Capacity Available

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

*Per Broward County Water Supply Facilities Work Plan adopted March 3, 2026

The City Comprehensive Plan Utilities Element provides projected average daily wastewater flows and reserved treatment capacities for the City through 2045. The projections indicate that future wastewater flows remain below the City's reserved capacity allocation at the North Regional Wastewater Treatment Plant.

Year	Projected Flow	Reserved Capacity	Available Capacity
2030	6.25 MGD	8.0 MGD	1.75 MGD
2045	6.43 MGD	9.0 MGD	2.57 MGD

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

The City of Deerfield Beach Utilities Element identifies 87.015 MGD of reserved treatment capacity allocated among Broward County and participating municipalities. Deerfield Beach's reserved treatment capacity is 8.0 MGD in 2030 and 9.0 MGD in 2045, while projected average daily wastewater flows are 6.25 MGD and 6.43 MGD, respectively.

Because projected flows remain below the City's reserved treatment capacity allocation throughout the current and future planning horizon, adequate wastewater treatment capacity exists to serve the proposed amendment.3. Identify the net impact on sanitary sewer demand, based on the adopted level of service.

TABLE 9: SANITARY SEWER IMPACT

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – High Residential	150 Dus x 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms x 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x 0.2 GPD/sf	28,800 GPD
Total Proposed Sewer Demand		84,300 GPD
Net Change in Sewer Demand	84,300-27,750	+56,550 GPD

Source: Broward County Code of Ordinances

Based on the demand factors established in the Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, which generate an estimated sanitary sewer demand of 27,750 GPD.

The proposed amendment would permit 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial development, generating an estimated sanitary sewer demand of 84,300 GPD.

Accordingly, the proposed amendment would result in a net increase of 56,550 GPD in sanitary sewer demand.

4. Correspondence from the sanitary sewer provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit 'O' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services

Agency: Deerfield Beach Environmental Services/Engineering Dept.

Ph: 954-250-4290

Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

August 13, 2026

**Yaroslav Concepcion, Director of Environmental Services
City of Deerfield Beach Environmental Services Department
200 Goolsby Boulevard, Deerfield Beach, FL 33442
dfbenv@deerfield-beach.com
954-480-4400**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Sanitary Sewer Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

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The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on Sanitary Sewer Facilities. Please review the enclosed sanitary sewer analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

B. Sanitary Sewer

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

RESPONSE: The adopted level of service for sanitary sewer in the City of Deerfield Beach is established in the City’s Utilities Element and adopted comprehensive planning documents at 105.7 gallons per capita per day (gpcd) based on annual average daily flow for the permanent population.

This level of service factor represents the City’s adopted wastewater generation standard and includes both residential and non-residential wastewater flows associated with development within the City’s service area.

The sanitary sewer level of service standard is used for evaluating the adequacy of wastewater treatment capacity and infrastructure availability associated with proposed development and land use amendments.

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

RESPONSE: The City of Deerfield owns and maintains the collection and conveyance of sewer discharge. The City has no treatment facility, however, the amendment area is served by the Broward County North Regional Wastewater Treatment Plant (NRWWTP), which has a permitted treatment capacity of 95.0 MGD. Broward County’s adopted Water Supply Facilities Work Plan reports an annual average daily flow of 72.8 MGD at the facility.

No additional wastewater treatment plant capacity expansions are identified as necessary for the City of Deerfield Beach within the current planning horizon. Available reserved treatment capacity at the NRWWTP is sufficient to accommodate projected wastewater flows, including the proposed amendment. Any future improvements, if required, will be addressed through the applicable capital improvements planning process and identified funding sources.

TABLE 8: SANITARY SEWER CAPACITY
Broward County North Regional Wastewater Treatment Plant (NRWWTP)

Item	Capacity, Flow, or Allocation (MGD)
Plant Capacity	
NRWWTP Permitted Treatment Capacity	95.0 MGD
Reserved Capacity by BC & Municipalities	87.015 MGD

NRWWTP Annual Average Daily Flow (2024)	72.8 MGD*
Reserved Capacity	
Deerfield Beach Reserved Capacity (2030)	8.0 MGD
Deerfield Beach Reserved Capacity (2045)	9.0 MGD
Existing / Projected Demand	
Deerfield Beach Projected Flow (2030)	6.25 MGD
Deerfield Beach Projected Flow (2045)	6.43 MGD
Capacity Status	Sufficient Capacity Available

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

*Per Broward County Water Supply Facilities Work Plan adopted March 3, 2026

The City Comprehensive Plan Utilities Element provides projected average daily wastewater flows and reserved treatment capacities for the City through 2045. The projections indicate that future wastewater flows remain below the City's reserved capacity allocation at the North Regional Wastewater Treatment Plant.

Year	Projected Flow	Reserved Capacity	Available Capacity
2030	6.25 MGD	8.0 MGD	1.75 MGD
2045	6.43 MGD	9.0 MGD	2.57 MGD

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

The City of Deerfield Beach Utilities Element identifies 87.015 MGD of reserved treatment capacity allocated among Broward County and participating municipalities. Deerfield Beach's reserved treatment capacity is 8.0 MGD in 2030 and 9.0 MGD in 2045, while projected average daily wastewater flows are 6.25 MGD and 6.43 MGD, respectively.

Because projected flows remain below the City's reserved treatment capacity allocation throughout the current and future planning horizon, adequate wastewater treatment capacity exists to serve the proposed amendment.3. Identify the net impact on sanitary sewer demand, based on the adopted level of service.

TABLE 9: SANITARY SEWER IMPACT

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – High Residential	150 Dus × 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms × 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x 0.2 GPD/sf	28,800 GPD
Total Proposed Sewer Demand		84,300 GPD

Net Change in Sewer Demand	84,300-27,750	+56,550 GPD
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Source: Broward County Code of Ordinances & City of Deerfield Comprehensive Plan

Based on the demand factors established in the Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, which generate an estimated sanitary sewer demand of 27,750 GPD.

The proposed amendment would permit 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial development, generating an estimated sanitary sewer demand of 84,300 GPD.

Accordingly, the proposed amendment would result in a net increase of 56,550 GPD in sanitary sewer demand.

4. Correspondence from the sanitary sewer provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit 'P' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services

Agency: Deerfield Beach Environmental Services/Engineering Dept.

Ph: 954-250-4290

Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

July 22, 2026

CHAD E. GRECSEK, MBA, LEED AP
Director of Municipal Services
954.250.4350
401 SW 4th Street, Deerfield Beach FL 33441
[**cgrecsek@deerfieldbeachfl.gov**](mailto:cgrecsek@deerfieldbeachfl.gov)

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Solid Waste Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate Property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on solid waste facilities. Please review the enclosed solid waste analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

C. Solid Waste

1. Provide the solid waste level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach’s adopted level of service for solid waste collection is 5.4 lbs per capita per day and 7.0 lbs per capita per day for disposal.

2. Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

RESPONSE: The City has contracted Waste Connections, Inc. for solid waste processing, transportation and disposal of municipal solid waste. Recycling materials are delivered by the city to Waste Management’s Transfer Station in Deerfield Beach.

The city is served by the Waste Connection’s solid waste transfer operations with final disposal occurring at the John E. Drury (JED) landfill in Saint Cloud, Florida.

The city sends approximately 72,000 tons per year to this facility. The JED landfill has total remaining disposal capacity of approximately 3,836,210 tons through 2032. The total permitted capacity of the JED landfill is approximately 52,215,585 tons.

Per Table 5.9 of the City’s Solid Waste Sub-Element, the City’s projected solid waste generation is 115,000 tons per year in 2030 and 118,665 tons per year in 2040.

The City’s projected solid waste generation remains within the available capacity of the JED landfill throughout the planning horizon. No additional landfill capacity expansions are identified as necessary to accommodate projected solid waste generation during the planning period

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

The proposed amendment results in an estimated net increase of approximately 434.81tons per year, which represents less than 1% of the City’s projected 2030 and 2040 solid waste generation and approximately 0.011% of the landfill’s remaining disposal capacity therefore, solid waste LOS is maintained.

TABLE 10: SOLID WASTE IMPACT	Existing / Adopted System Capacity (Comp Plan)	Projected Overall Impact (with Proposed Project)	Net Change Attributable to Project
City Annual Solid Waste Sent to System	~72,000 tons/year (Citywide)	72,434.81 tons/year (Citywide + project increment)	+434.81 tons/year

Landfill Available Capacity (Annual Throughput Capacity)	3,836,210 tons/of available capacity through 2032	3,836,210 tons/year (unchanged; project is an increment to demand)	Project increment = 0.011% of annual landfill capacity
Landfill Total Capacity	52,215,585 tons total capacity	52,215,585 tons (unchanged)	De minimis relative to total capacity
City Projected Solid Waste Generation (2030)	115,000 tons/year (City projection)	115,434.81 tons/year (projection + project increment)	+434.81 tons/year (0.378% of 2030 projection)
City Projected Solid Waste Generation (2040)	118,665 tons/year (City projection)	119,099.81 tons/year (projection + project increment)	+434.81 tons/year (0.366% of 2040 projection)

RESPONSE: Based on the City's adopted solid waste level of service and the capacity information contained in the Solid Waste Sub-Element, the proposed amendment would generate an estimated net increase of 434.81 tons per year of solid waste.

As shown in Table 10, this increase represents approximately 0.378% of the City's projected 2030 solid waste generation, 0.366% of the City's projected 2040 solid waste generation, and approximately 0.011% of the landfill's remaining disposal capacity.

Accordingly, adequate solid waste capacity exists to accommodate the proposed amendment while maintaining the adopted level of service.

4. Correspondence from the solid waste provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification

RESPONSE: Will be provided. See Exhibit 'Q' for correspondence.

Name: CHAD E. GRECSEK, MBA, LEED AP

Agency: Director of Municipal Services, City of Deerfield Beach

Phone: 954-250-4350

Email: cgregcsek@deerfieldbeachfl.gov

Address : 401 SW 4th Street, Deerfield Beach FL 33441

August 7, 2026

**Yaroslav Concepcion, Director of Environmental Services
Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Email: yconcepcion@deerfieldbeachfl.gov
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Drainage Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate Property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on drainage facilities. Please review the enclosed drainage analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with the City's stormwater management criteria, including on-site retention and/or detention, conformance with South Florida Water Management District (SFWMD) standards, and adherence to applicable floodplain and elevation requirements. The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Road Protection	Residential streets not greater than fifty feet wide rights-of-way to have crown elevations no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map." Rights-of-way greater than fifty feet wide to have an ultimate edge of pavement no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map."
Building Elevations	To have the lowest floor elevation no lower than the elevation for the respective area depicted on the "100 Year Flood Elevation Map", the FEMA Base Flood Elevation for the area or the site- specific 100-yr, 3-day design storm stage, whichever is highest. Off Site Discharge Not to exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Flood Plain Routing	Calculated flood elevations based on the ten-year and one hundred-year return frequency rainfall of three-day duration shall not exceed the corresponding elevations of the ten year "FEMA Flood Map" and the "100-Year Flood Elevation Map."

Antecedent Water Level	The elevation depicted on the map “Average Wet Season Water Levels”.
On Site Storage	Minimum capacity above antecedent water level and below flood plain routing elevations to be designed rainfall volume minus off site discharge occurring during design rainfall, except for the 100-yr, 3-day design storm event, which is zero discharge.
Water Quality	Prior to discharge to surface or ground water, 80% or 95% reductions in pollutant load must be achieved based on the rebuttable presumptions of the water quality treatment criteria.

2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The offsite portion of this development is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City’s municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

The onsite private property portion of this development is designed to meet State (SFWMD), Broward County (BCRED), and City of Deerfield Beach drainage criteria.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City’s development review process and detailed engineering design phase.

The current proposed drainage system includes exfiltration trench and an underground storage system used to meet drainage criteria dictated by the State/County. This proposed system will meet water quality standards and stormwater attenuation to not affect or impact any adjacent developments/properties. This includes maintaining the 25 and 100 year-3-day storm events as set by the State.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD and Broward County Surface Water License. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County, and SFWMD stormwater management requirements.

Accordingly, no existing SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See Exhibit 'R' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

August 7, 2026

**Johana Narvaez, M.S.E.E.,
Environmental Program Manager
Broward County Public Works and Environmental Services Department
Ph: (954) 519- 0318
1 North University Drive, Mailbox 201, Plantation, FL 33324-2038**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Drainage Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

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The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on drainage facilities. Please review the enclosed drainage analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with the City's stormwater management criteria, including on-site retention and/or detention, conformance with South Florida Water Management District (SFWMD) standards, and adherence to applicable floodplain and elevation requirements. The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Road Protection	Residential streets not greater than fifty feet wide rights-of-way to have crown elevations no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map." Rights-of-way greater than fifty feet wide to have an ultimate edge of pavement no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map."
Building Elevations	To have the lowest floor elevation no lower than the elevation for the respective area depicted on the "100 Year Flood Elevation Map", the FEMA Base Flood Elevation for the area or the site- specific 100-yr, 3-day design storm stage, whichever is highest. Off Site Discharge Not to exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Flood Plain Routing	Calculated flood elevations based on the ten-year and one hundred-year return frequency rainfall of three-day duration shall not exceed the corresponding elevations of the ten year "FEMA Flood Map" and the "100-Year Flood Elevation Map."

Antecedent Water Level	The elevation depicted on the map "Average Wet Season Water Levels".
On Site Storage	Minimum capacity above antecedent water level and below flood plain routing elevations to be designed rainfall volume minus off site discharge occurring during design rainfall, except for the 100-yr, 3-day design storm event, which is zero discharge.
Water Quality	Prior to discharge to surface or ground water, 80% or 95% reductions in pollutant load must be achieved based on the rebuttable presumptions of the water quality treatment criteria.

2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The offsite portion of this development is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City's municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

The onsite private property portion of this development is designed to meet State (SFWMD), Broward County (BCRED), and City of Deerfield Beach drainage criteria.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City's development review process and detailed engineering design phase.

The current proposed drainage system includes exfiltration trench and an underground storage system used to meet drainage criteria dictated by the State/County. This proposed system will meet water quality standards and stormwater attenuation to not affect or impact any adjacent developments/properties. This includes maintaining the 25 and 100 year-3 day storm events as set by the State.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD and Broward County Surface Water License. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County, and SFWMD stormwater management requirements.

Accordingly, no existing SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

Name: Johana Narvaez, M.S.E.E.,
Environmental Program Manager

Agency: Broward County Public Works and Environmental Services Department

Phone: (954) 519- 0318

Address: 1 North University Drive, Mailbox 201, Plantation, FL 33324-2038

August 13, 2026

**Yaroslav Concepcion, Director of Environmental Services
Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Email: yconcepcion@deerfieldbeachfl.gov
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Drainage Analysis

To Whom it may Concern,

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The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on drainage facilities. Please review the enclosed drainage analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with Chapter 62-40.432, F.A.C. and the Environmental Resource Permit regulations of the FDEP, South Florida Water Management District, Broward County and the Florida Building Code.

The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Policy UT 3.1.1.a.	Stormwater peak discharge quantity shall be determined from a three day 25 year design storm. Peak discharge rates shall not exceed 35 cubic feet per second per square mile. In no case shall off-site discharge exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Policy UT 3.1.1.b	Flooding in new structures will be minimized by requiring the lowest floor elevation of the building to be no lower than the elevation for the respective area depicted on the 100-Year Flood Elevation Map or the FEMA Base Flood Elevation, whichever is higher.
Policy UT 3.1.1.c	Street flooding will be minimized by requiring that new or reconstructed residential streets (with 50-ft. or less wide rights-of-way) to have crown elevations no lower than the elevation for the respective area depicted on the ten year "Flood Criteria Map". Rights of way greater than 50 feet wide shall have an ultimate edge of pavement no lower than the elevation for the respected area

depicted on the 10 year “Flood Criteria Map”.

Policy UT 3.1.1.d	Stormwater discharges are presumed to not cause or contribute to violations of water quality standards when the minimum level of stormwater treatment set forth in Chapter 62-40, F.A.C., is achieved.
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Policy UT 3.3.8	Stormwater management systems and BMPs in new developments shall meet the minimum level of stormwater treatment in Section 62-40.432, F.A.C., to ensure that State water quality standards in Chapter 62-302, FAC, are met as .
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Policy UT 3.5.1	new developments and redevelopment shall meet all stormwater management requirements of Chapters 62-330 and 62-40.432, Florida Administrative Code, as necessary.
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2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The offsite portion of this development is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City’s municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

The onsite private property portion of this development is designed to meet State (SFWMD), Broward County (Surface Water Management Licensing Program), and City of Deerfield Beach drainage criteria. Projects located in Broward County receive ERP approval directly from Broward County in lieu of SFWMD.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City’s development review process and detailed engineering design phase.

The current proposed drainage system includes exfiltration trench and an underground storage system used to meet drainage criteria dictated by the State and County. This proposed system will meet water quality standards and stormwater attenuation to not affect or impact any adjacent developments/properties. This includes maintaining the 25 and 100 year-3-day storm events as set by the State and County.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD), Broward County (Surface Water License) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD and Broward County Surface Water License. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County (Surface Water Management Licensing Program), and SFWMD stormwater management requirements.

Accordingly, no existing SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County (Surface Water Management Licensing Program) and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.



Engineering Inspired Design.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See Exhibit 'R' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services

Agency: Deerfield Beach Environmental Services/Engineering Dept.

Ph: 954-250-4290

Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442



July 22, 2026

**Jason McKoy, Staff Engineer
Broward County Transit Division
1 North University Drive, Suite 3100A
Plantation, Florida 33324
Jmmckoy@broward.org
954-357-8856**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Mass Transit Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), KEITH is preparing and processing a Small-Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property:

- 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate the property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on mass transit facilities. Please review the enclosed analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City’s Future Land Use Map and Medium Residential (MR-16) on the County’s Land Use Plan. Applicant proposes to amend the City’s Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

G. Mass Transit

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one- quarter of a mile.

RESPONSE: The amendment area is served by Broward County Transit fixed-route bus service within one-quarter mile, including east–west routes operating along Hillsboro Boulevard and Copans Road. Regional rail service is available elsewhere in the City of Deerfield Beach via Tri-Rail.

The City of Deerfield Beach does not operate a municipal bus or community shuttle service. Public transit within the city is provided by Broward County Transit through fixed-route bus service operating along major roadway corridors.

According to current Broward County Transit (BCT) route information, the following mass transit stops service the amendment area:

Mass Transit Stops (within ¼ mile)				
Stop Name (Street Location)	Route	Route Number	Direction	Typical Headway
SW 10 th St & Powerline Rd	Copans Road	10	Eastbound	30-60 Mins
SW 10 th St & Powerline Rd	Copans Road	10	Westbound	30-60 Mins
Hillsboro Blvd & Dixie Hwy	Hillsboro Blvd	92	Eastbound	20-30 Mins
Hillsboro Blvd & Dixie Hwy	Hillsboro Blvd	92	Westbound	20-30 Mins
US 1 (Federal Hwy) near SW 10 th St	US 1 Corridor	Multiple	Northbound	20-30 Mins
US 1 (Federal Hwy) near SW 10 th St	US 1 Corridor	Multiple	Southbound	20-30 Mins

- *Broward County Transit operates multiple local bus stops along SW 10th Street, Hillsboro Boulevard, and US 1, all of which are located within one-quarter mile of the amendment area.*
- *BCT Route 10 (Copans Road) provides east–west service south of the site, while Route 92 (Hillsboro Boulevard) provides east–west service north of the site.*
- *North–south connectivity is available via BCT routes operating along US 1, accessible from SW 10th Street.*

2. Describe how the proposed amendment furthers or supports mass transit use.

RESPONSE: The proposed amendment supports mass transit use by locating development within one-quarter mile of existing Broward County Transit routes, providing convenient access to fixed-route bus service along major east–west and north–south corridors. The amendment reinforces development patterns that are compatible with transit service, promotes multimodal transportation, encourages pedestrian connectivity to nearby transit facilities, reduces reliance on single-occupant vehicle trips, and is consistent with City and County planning objectives

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See attached Exhibit ‘S’ for correspondence.

Name: Jason McKoy
Title: Staff Engineer
Agency: Broward County Transit Division
Phone: 954-357-8856
Email: Jmmckoy@broward.org
Address: 1 North University Drive, Suite 3100A
Plantation, Florida 33324

August 7, 2026

City of Deerfield Beach
Heather Waldstein AICP
Assistant Director
Planning and Development Services

RE: REZONING: Deerfield City Center – 1045 SW 11th Way
KEITH Project No.: 12796.01

On behalf of the Applicant, MBA Development Partners of Florida, LLC, and the property owner, City of Deerfield Beach, KEITH respectfully requests approval of a rezoning of approximately 3.75 acres (163,515 square feet) from the existing Community Facilities (CF) zoning district to a Planned Development District (PDD). The subject property is located at 1045 SW 11th Way, within the City of Deerfield Beach, Broward County, Florida.

The requested rezoning is necessary to facilitate the implementation of a mixed-use Public-Private Partnership (P3) redevelopment project authorized by the City Commission through Resolution No. 2023-048. That resolution approved a Purchase and Sale Agreement authorizing the Applicant to pursue land use, zoning, plat, and site plan approvals on behalf of the City. The Planned Development District (PDD) zoning designation is required to accommodate the integrated, vertically, mixed-use, and master-planned nature of the proposed redevelopment, which includes civic, office, residential, hotel, event, and supporting commercial uses.

The subject property is currently designated Community Facility on the City of Deerfield Beach Future Land Use Map. As part of the overall redevelopment strategy, the project includes a companion Future Land Use Plan Amendment (FLUMA) to amend the Future Land Use designation from Community Facility to Commercial, consistent with the proposed PDD zoning framework.

Project Location & Existing Conditions

The subject property consists of approximately 3.75 acres of vacant, City-owned land located west of FAU Research Boulevard and immediately east of Interstate 95, with frontage and access from SW 11th Way. The site is situated within a highly accessible and urbanized area of the city, and benefits from its proximity to major transportation corridors, including Interstate 95, SW 10th Street, U.S. Highway 1, and Dixie Highway. The property's strategic location provides convenient regional connectivity and supports its redevelopment as a mixed-use destination within the City.



www.KEITHteam.com

Surrounding land uses include:

Direction	Zoning District(s)	Zoning Description (per City Legend)	Relationship with Subject Site
North	B-2 – Business, Highway	General commercial and highway-oriented business uses	Commercial zoning is located north of the subject site, supporting higher-intensity, non-residential development patterns along major corridors.
East	B-2 - Business, Highway RM-10 - Multi-Family RM-15 –Multi-Family	Community- and highway-oriented commercial uses with medium- and higher-density multi-family residential districts beyond	Represents a transition from commercial corridor development to multi-family residential uses, consistent with a mixed-use urban context.
South	RS-5 –Single-Family S – Open Space	Single-family residential Open Space	Single-family residential areas are separated from the subject site by intervening zoning districts and roadway infrastructure, limiting direct land use conflicts.
West	B-2 – Business, Highway Interstate 95	commercial and transportation use	Interstate 95 provides a significant physical and visual separation between the subject site and western properties, supporting compatibility with higher-intensity uses.

The site's strategic location adjacent to regional transportation facilities makes it particularly well suited for a high-intensity, mixed-use redevelopment project that consolidates municipal functions while supporting employment, residential, hospitality, commercial, and civic activity. The property's accessibility and visibility further enhance its suitability for the type of integrated development envisioned through the proposed Public-Private Partnership (P3) initiative.

The subject property is currently governed by the Community Facilities (CF) zoning district, which limits development flexibility and does not accommodate the scale, intensity, or integrated mix of uses proposed as part of the P3 redevelopment. The requested rezoning to PDD will establish a unified regulatory framework that permits coordinated site planning, integrated building design, shared infrastructure, efficient internal circulation, and phase implementation of the project.

The proposed PDD zoning designation is intended to facilitate a cohesive, master-planned development that achieves the City's economic development, municipal service, housing, and redevelopment objectives while ensuring compatibility with surrounding land uses and development patterns.

The Applicant believes the proposed rezoning is consistent and compatible with the and furthers the Goals, Objectives, Policies of the City of Deerfield Beach Comprehensive Plan, as demonstrated in the consistency analysis below.

Project History

The subject property was identified by the City of Deerfield Beach as a strategic redevelopment opportunity suitable for implementation through a Public-Private Partnership (P3). Pursuant to City Commission direction, a city approved Purchase and Sale Agreement authorizing MBA Development Partners of Florida, LLC to pursue



the planning, entitlement, and redevelopment of the property in furtherance of the City's economic development and municipal service objectives.

The proposed redevelopment project represents the culmination of that planning effort and implements the City's vision for transforming an underutilized municipal asset into a vibrant mixed-use destination. Through the integration of public and private investment, the project is intended to enhance economic activity, expand housing opportunities, improve municipal facilities, and create a catalyst for continued redevelopment within the surrounding area.

Proposed Development Program

The Deerfield Beach – Mixed Use Development @ FAU Blvd P3 Project is envisioned as a vertically integrated, civic-oriented mixed-use development organized around a structured parking podium and coordinated site design. The project is intended to create a dynamic live-work-stay environment that combines civic, office, residential, hospitality, event, and supporting commercial uses within a unified development framework.

The proposed development program includes:

- 150 residential units consisting of a mix of one-, two- and three-bedroom units.
- 120 hotel rooms with associated hospitality amenities, including a lobby, restaurant, café, and event support facilities.
- An approximate 15,000-square-foot event center designed to accommodate community, corporate, and social functions.
- Approximately 132,500 square feet of office space
- Approximately 10,700 square feet of commercial uses, including retail and service-oriented establishments.
- 696 structured parking spaces utilizing a shared parking strategy to maximize efficiency and support the mixed-use development program; and
- Civic plazas, rooftop terraces, pedestrian connections, and approximately 10,000 square feet of green roof and active park space designed to enhance the public realm and provide recreational opportunities for residents, employees, visitors, and the surrounding community.

Building heights of up to 14 stories (approximately 155 feet) are strategically concentrated along the Interstate 95 and FAU Research Boulevard frontages, where the site's visibility, accessibility, and regional context are most conducive to greater development intensity. The placement of taller buildings along these transportation corridors minimizes potential impacts on adjacent properties while reinforcing the site's function as a prominent gateway, employment center, and mixed-use destination within the City.

Specific development standards, including building height, setbacks, site design, parking configuration, landscaping and development intensity, will be regulated through the approved PDD master plan and site plan. , As is customary with planned development zoning, these standards will supersede the requirements of the underlying base zoning districts and provide the flexibility necessary to achieve the project's integrated, mixed-use design while ensuring consistency with the City's development objectives.

REZONING CRITERION

REZONING CRITERION NO. 1: That the petition for a change of zoning will not result in spot zoning or contract zoning.

Response: The proposed rezoning does not constitute spot zoning or contract zoning. The subject property is located within an area characterized by commercial, multi-family residential, civic, and transportation-oriented uses, served by regional transportation infrastructure. The requested PDD is compatible with the surrounding development pattern and does not create an isolated or incompatible zoning classification.

The PDD will be applied uniformly across the entire 3.75-acre site and is specifically intended to facilitate the coordinated development of a master-planned project such as public-private partnerships. The rezoning is based upon sound planning principles, the characteristics of the subject property, and its relationship to surrounding land uses, rather than conferring a special benefit on a single parcel inconsistent with the area's development pattern.

Furthermore, the rezoning is consistent with the adopted Comprehensive Plan and is not conditioned upon any private agreement or promise between the applicant and the City. Accordingly, the request does not constitute contract zoning and represents a legitimate exercise of the City's zoning authority in furtherance of the public health, safety, and welfare.

REZONING CRITERION NO. 2: That the proposed change is consistent with the Goals, Objectives, and Policies of the City’s Comprehensive Plan.

Response: The proposed rezoning from Community Facilities (CF) to Planned Development District (PDD) is consistent with the Goals, Objectives, and Policies of the City of Deerfield Beach Comprehensive Plan. The PDD will facilitate the coordinated redevelopment of the subject property through a unified site plan that integrates compatible land uses, efficient site design, and high-quality.

The proposed rezoning advances Comprehensive Plan policies that encourage compact, mixed-use development patterns, efficient utilization of existing public infrastructure, redevelopment of underutilized urban properties, public-private partnerships, economic investment, and sustainable growth. The Planned Development District provides the flexibility necessary to implement a unified development plan while ensuring that the project remains compatible with surrounding land uses and is subject to comprehensive site plan review and applicable development standards.

Accordingly, the requested rezoning implements and furthers the Comprehensive Plan by encouraging coordinated redevelopment, promoting economic investment, supporting compatible land use patterns, and enhancing the efficient use of land and public facilities.

Comprehensive Plan Reference	Goal / Objective / Policy	Consistency with Proposed Rezoning (CF → PDD)
Goal FLU 1.0	Ensure development and redevelopment achieves and maintains a functional mix of land uses.	The proposed PDD zoning enables a vertically integrated, master-planned mix of civic, office, residential, hotel, event, and supporting commercial uses on a single site, advancing a balanced land use pattern consistent with the City’s mixed-use vision.



Objective FLU 1.1	Enable residents and visitors to live, work, shop, and recreate safely within the city.	The rezoning supports a compact, mixed-use development that consolidates employment, housing, civic functions, and visitor services in a transit-accessible location, reducing vehicle trips and promoting a live-work-visit environment.
Policy FLU 1.1.9	Continue to provide for a variety of housing densities.	The PDD zoning accommodates higher-density residential development within an appropriate urban location, consistent with the companion Mixed Use Residential High FLU designation.
Objective FLU 1.3	Encourage innovative land development regulations, including mixed-use techniques.	The Planned Development District zoning provides regulatory flexibility to implement an innovative P3 redevelopment program that cannot be achieved under conventional zoning districts.
Policy FLU 1.3.1	Allow mixing of residential densities with commercial and employment uses in a compatible manner.	The PDD master plan establishes coordinated site design, massing controls, and circulation to ensure compatibility among residential, office, hotel, civic, and commercial components.
Objective FLU 1.7	Promote integrated, pedestrian- and transit-friendly mixed-use development.	The project's podium-based design, structured parking, internal civic spaces, and pedestrian connections directly implement this objective and are enabled by the PDD zoning framework.
Policy FLU 1.7.1	Provide mixed-use designations allowing residential, commercial, and employment uses.	The rezoning to PDD, coordinated with a Mixed Use Residential High FLU designation, allows a full range of integrated uses within a unified zoning framework.
Policy FLU 1.7.3	Promote balanced intensity, multimodal connectivity, and compatibility in mixed-use development.	The PDD zoning governs building height, massing, access, and internal circulation through an approved master plan, ensuring appropriate transitions and compatibility with surrounding uses.
Goal FLU 2.0	Ensure public facilities and services are available concurrently with development.	The rezoning supports a master-planned development that demonstrates adequacy of transportation access, utilities, schools, and public services, subject to concurrency certification.
Objective FLU 2.3	Discourage urban sprawl and direct growth to areas with existing services.	The subject site is located within an urbanized area adjacent to I-95 and FAU Research Boulevard, making it an appropriate location for higher-intensity PDD zoning.

Policy FLU 2.3.3	Encourage increased density in appropriate urban areas near employment centers.	The PDD zoning allows increased intensity and density in proximity to major transportation corridors and employment uses, consistent with adopted growth management policies.
Goal FLU 3.0	Redevelop underutilized sites to promote economic vitality and employment.	The rezoning implements a city-initiated redevelopment strategy that activates vacant City-owned land through a public-private partnership.
Policy FLU 3.1.1	Encourage innovative redevelopment programs, including public-private partnerships.	The proposed PDD directly facilitates an approved P3 redevelopment authorized by City Commission Resolution No. 2023-048.
Goal FLU 8.0	Promote smart growth and sustainable development patterns.	The PDD zoning supports compact, vertical mixed-use development, structured parking, reduced surface parking, and efficient land use consistent with smart growth principles.

REZONING CRITERION NO. 3: That conditions have substantially changed from the date the present zoning district classification was placed on the property, which makes the passage of the proposed change necessary.

Response: Since the subject property's CF zoning classification was established, conditions affecting the property and the surrounding area have substantially changed. The City's planning objectives have evolved to emphasize redevelopment, mixed-use development, public-private partnerships, economic investment, and the efficient utilization of existing urban land and infrastructure. In furtherance of these objectives, the City has identified the subject property as a strategic redevelopment opportunity suitable for implementation through a Public-Private Partnership (P3).

The existing CF zoning district was established to accommodate traditional public and institutional uses and does not provide the flexibility necessary to implement the integrated mix of residential, commercial, civic, and public uses contemplated by the proposed redevelopment. As a result of these changed planning policies, redevelopment objectives, and municipal needs, the existing zoning no longer represents the most appropriate classification for the property.

Accordingly, the requested rezoning to PDD is necessary to implement the City's current planning vision, facilitate the coordinated redevelopment of the site, and advance the public purposes identified in the Comprehensive Plan.

REZONING CRITERION NO. 4: That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities.

Response: The proposed rezoning will not adversely impact residential living conditions within the adjacent and neighboring area, including properties located within 500 feet of the subject site. The Planned Development District has been designed to ensure compatibility with surrounding development through an integrated site design, appropriate building placement and orientation, landscaping, buffering, and architectural standards.



Building massing, height, and the more intensive components of the development are oriented toward regional transportation corridors and away from adjacent residential areas where practicable. Structured parking, internal circulation, screened service areas, and appropriate lighting and landscape treatments will minimize visual, operational, and noise impacts on neighboring properties.

The redevelopment of the currently underutilized City-owned property will replace a vacant site with a thoughtfully planned mixed-use development that provides new civic, residential, commercial, and employment opportunities while enhancing the character, safety, and vitality of the surrounding area. Accordingly, the proposed rezoning will not adversely affect residential living conditions in the adjacent and neighboring communities.

REZONING CRITERION NO. 5: That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning.

Response: The proposed rezoning is compatible with the existing zoning districts and development pattern within the adjacent and neighboring area. The subject property is currently zoned CF and is surrounded by a diverse mix of Business (B-1 and B-2), Multi-Family Residential (RM-10 and RM-15), Single-Family Residential (RS-5), civic and transportation related uses. Interstate 95, FAU Research Boulevard, and other major transportation corridors establish the area as appropriate location for higher-intensity, mixed-use redevelopment.

The proposed PDD is specifically intended to accommodate integrated, master-planned developments and provides a coordinated regulatory framework to ensure compatibility with surrounding uses. Through the PDD process, development standards governing site design, building placement, architectural character, landscaping, buffering, access, parking, height, massing, and intensity will be applied in a comprehensive manner to provide appropriate transitions to adjacent properties and minimize potential impacts.

The proposed redevelopment is consistent with the established character and evolving development pattern of the surrounding area and will complement nearby residential, commercial, civic, and transportation-oriented uses. Accordingly, the requested rezoning is compatible with the existing zoning and development within the adjacent and neighboring area.

Based on the foregoing, the proposed rezoning satisfies the applicable rezoning criteria set forth in the City of Deerfield Beach Land Development Regulations. The requested rezoning is consistent with the Comprehensive Plan, compatible with surrounding land uses and zoning, supported by changed conditions and current planning objectives, and will facilitate the coordinated redevelopment of this strategically located City-owned property. Accordingly, the Applicant respectfully requests approval of the rezoning from Community Facilities (CF) to Planned Development District (PDD).

The KEITH Team and the Applicant look forward to continuing to work with the City of Deerfield Beach on this important public-private partnership project.

Respectfully submitted,

Michael Amodio, AICP
Principal Planner, Associate
KEITH



The School Board of Broward County, Florida
PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

SITE PLAN

SBBC-4096-2025

Municipality Number: TBD

Folio #: 484212530010

Deerfield Beach Mixed Use

May 29, 2026



SCAD Expiration Date: November 30, 2026

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION
SITE PLAN

PROJECT INFORMATION		NUMBER & TYPE OF PROPOSED UNITS	OTHER PROPOSED USES	STUDENT IMPACT
Date:	May 29, 2026 8:52:33	Single-Family:		Elementary: 1
Name:	Deerfield Beach Mixed Use	Townhouse:		
SBBC Project Number:	SBBC-4096-2025	Garden Apartments:		Middle: 0
County Project Number:	N/A	Mid-Rise:		
Municipality Project Number:	TBD	High-Rise:		High: 1
Owner/Developer:	City of Deerfield Beach	Mobile Home:		
Jurisdiction:	Deerfield Beach	Total:		Total: 2

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS * Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity	Cumulative Reserved Seats
Park Ridge	546	601	508	-93		84.5%	1
Deerfield Beach Middle	1,421	1,432	1,066	-366	-16	74.4%	2
Deerfield Beach High	2,494	2,613	2,046	-567	-22	78.3%	4

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Cap. Adj. Benchmark	Projected Enrollment				
				26/27	27/28	28/29	29/30	30/31
Park Ridge	509	-92	84.7%	492	474	456	437	415
Deerfield Beach Middle	1,066	-366	74.4%	1,033	995	956	916	870
Deerfield Beach High	2,050	-534	79.3%	1,983	1,909	1,835	1,758	1,670

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review.
A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <https://www.browardschools.com/Page/34040>. The annual benchmark enrollment is taken on the Monday following Labor Day and is used to adjust individual charter school enrollment impacts against school facility review processes.
This number represents the higher of: 100% gross capacity or 110% permanent capacity. *The first Monday following Labor Day. ***Greater than 100% exceeds the adopted Level of Service (LOS).

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2025-26 Contract Permanent Capacity	2025-26 Benchmark Enrollment	Over/(Under)	Projected Enrollment		
				27/28	28/29	29/30
Somerset Academy Key Middle	495	423	-72	423	423	423
Somerset Key High School	740	305	-435	305	305	305

PLANNED AND FUNDED CAPACITY ADDITIONS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN

School(s)	Description of Improvements
Park Ridge	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach Middle	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach High	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.

Comments

The site plan application proposes 150 high-rise units, which are anticipated to generate 2 (1 elementary, 0 middle, and 1 high) students into Broward County Public Schools. The school Concurrency Service Areas (CSA) serving the project site in the 2025/26 school year include Park Ridge Elementary, Deerfield Beach Middle and Deerfield Beach High Schools. Based on the Public School Concurrency Document (PSCPD), all three schools are currently operating below the Level of Service Standard (LOS), which is established as the higher of 100% gross capacity or 110% permanent capacity. Incorporating the cumulative students anticipated from this project as well as approved and vested developments anticipated to be built within the next three years (2025/26- 2027/28), these schools are expected to maintain their current status through the 2027/28 school year. Additionally, the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment. Charter schools located within a two-mile radius of the site in the 2025/26 school year are depicted above. Students returning, attending, or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Enrollment projections are adjusted for all elementary, middle, and high schools impacted by a charter school until the charter school reaches full enrollment status. To ensure maximum utilization of the impacted CSA, the Board may utilize school boundary changes to accommodate students generated from developments in the County. Capital Improvements scheduled in the currently Adopted District Educational Facilities Plan (DEFP), Fiscal Years 2025/26 to 2029/30 regarding pertinent impacted schools are depicted above. This application satisfies public school concurrency on the basis that there is adequate school capacity anticipated to be available to support the project as proposed. This preliminary determination shall be valid for either the end of the current school year or 180 days, whichever is greater for a maximum of 150 high-rise units, and conditioned upon final approval by the applicable governmental body. As such, this Preliminary School Capacity Availability Determination (SCAD) Letter will expire on November 30, 2026. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the preliminary SCAD, notification of final approval to the District has been provided, and/or an extension of this preliminary SCAD has been requested in writing and granted by the School District. Please be advised that the expiration of the SCAD will require the submission of a new application and fee for a new public school concurrency determination. Upon the District's receipt of sufficient evidence of final approval, which shall minimally specify the number, type, and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units, which shall ratify and commence the vesting period for the approved residential project. Please be advised that if a change is proposed to the development, which increases the number of students generated by the project, the additional students will not be considered vested for public school concurrency.
--

SBBC-4096-2025 Meets Public School Concurrency Requirements

☒ Yes ☐ No

Reviewed By:

5/29/2026

Date

Glennika D. Gordon

Signature

Glennika D. Gordon, AICP, CNU-A

Name

Planner

Title

RESOLUTION NO. 2023/043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PURCHASE AND SALE AGREEMENT WITH MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, FOR THE SALE OF CITY PROPERTY LOCATED AT 1045 SW 11TH WAY TO MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, SUBJECT TO REFERENDUM APPROVAL; PROVIDING FOR EXECUTION, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Invitation to Bid #22-41-PC (the "ITN") for the sale of City owned property consisting of approximately 3.75 acres and located at 1045 SW 11th Way, Deerfield Beach (the "Property"); and

WHEREAS, on October 25, 2022 at 11:00 a.m., the Purchasing and Contract Administration Division along with the City's Consultant, Colliers International Florida, LLC unsealed the six (6) responses that were timely received, and reviewed the responses to ensure they met the ITN requirements; and

WHEREAS, on October 28, 2022, the Evaluation Committee met to review the proposals and shortlisted the firms in accordance with the weighted criteria stated in the ITN to four (4) firms, and determined to hear oral presentations from each of the shortlisted firms; and

WHEREAS, the Evaluation Committee meetings for the oral presentations and re-ranking the shortlisted firms based upon the oral presentations was held on November 16, 2022 to score the responses based on the weighted criteria stated in the ITN; and

WHEREAS, following the presentations and final rankings, the Evaluation Committee forwarded their recommendation to the City Commission to approve their rankings with MBA Development Partners of Florida, LLC, ("MBA") as the top ranked firm; and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee's final rankings and authorized the City Manager and City Attorney to negotiate the key business terms with MBA, the top ranked firm, for MBA's purchase of the Property from the City, subject to referendum election approval (scheduled for March 14, 2023); and

WHEREAS, on December 14, 2022, the City Commission approved the key business terms for the City's sale of the property to MBA, and authorized the City Manager and City Attorney to negotiate a purchase and sale agreement with MBA for the sale of the Property to MBA, contingent upon approval of the voters at a referendum election pursuant to Section 7.09 of the City Charter; and

WHEREAS, City staff and MBA have negotiated a Purchase and Sale Agreement, attached as Exhibit "A", for the sale of the Property to MBA, subject to referendum approval, consistent with the terms of the ITN.

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 Purchase and Sale Agreement with MBA, attached as Exhibit "A", for the sale of the Property to MBA, contingent upon approval of the voters at a referendum election pursuant to Section 7.09 of the City Charter.

Section 3. The Mayor and City Manager are hereby authorized to execute the Purchase and Sale Agreement with MBA, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution including, but not limited to, executing the necessary documents as required by the Purchase and Sale Agreement and otherwise implementing the City's obligations under the Purchase and Sale Agreement.

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

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2023.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



HEATHER MONTEMAYOR, CITY CLERK

JOINT AND UNANIMOUS WRITTEN CONSENT

OF

THE SOLE MANAGER

AND

THE MEMBERS

OF

MBA DEVELOPMENT PARTNERS OF FLORIDA LLC
a Florida limited liability company

IN LIEU OF A MEETING

(the "Joint and Unanimous Written Consent")

The undersigned, being the sole manager (the "Manager") and all of the members (each a "Member" and collectively, the "Members") of MBA Development Partners Of Florida LLC, a Florida limited liability company (the "Company"), do hereby confirm the taking of the following actions by written consent of the Manager and the Members pursuant to the operating agreement (the "Operating Agreement") of the Company and in accordance with the applicable sections of the Revised Florida Limited Liability Company Act (the "Act"):

WHEREAS, as of the Effective Date (as such term is defined below), MBA Development Group, Inc., a Florida corporation ("MBADG") and CGHP Development, LLC, a Florida limited liability company ("CGHP") are the sole Members of the Company who own 100% of the issued and outstanding membership interests of the Company.

WHEREAS, as of the Effective Date, Robert Sherman, an individual ("Sherman" and/or the "Manager") is the sole duly authorized and acting Manager of the Company.

WHEREAS, the Manager and the Members have deemed it to be in the best interest of the Company to enter into that certain Agreement for Purchase and Sale by and between the City Of Deerfield Beach, a Florida Municipal Corporation (the "City") and the Company substantially in the form attached hereto as Exhibit A (the "Purchase and Sale Agreement") for the acquisition of that certain real property located at 1045 SW 11th Way, Deerfield Beach, Broward County, Florida, consisting of approximately three and seventy-five hundredths (3.75) acres (Parcel ID number of 484212530010) (the "Property"), together with all rights, privileges, and easements appurtenant to and improvements located on the Property that are owned by City.

RESOLVED, that each of the undersigned Manager and Members waives all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.

FURTHER RESOLVED, that the undersigned Manager and Members has deemed it in the best interests of the Company and the Members to (i) consummate the Purchase and Sale Agreement and all of the agreements contemplated in connection therewith (all of the documents, instruments, certificates, acknowledgements and/or agreements (including, but not limited to, HUD statements, affidavits and any and all closing documents arising from and/or related to any closing of the Purchase and Sale Agreement) necessary and/or required to be entered into in connection with the Purchase and Sale Agreement are referred to herein as the "Transaction Agreements") and (ii) enter into, deliver and perform its obligations

under the Transaction Agreements and any and all agreements, documents, instruments, certificates, acknowledgments and/or agreements as may be contemplated by the Transaction Agreements (collectively, the "Transaction Documents").

FURTHER RESOLVED, the Company is hereby authorized to proceed with and enter into the Purchase and Sale Agreement.

FURTHER RESOLVED, that the Manager, acting alone, is authorized, empowered, and directed, in the name of and on behalf of the Company to execute and deliver the Transaction Documents with such modifications and additional provisions as the Manager executing the same may deem advisable and in the best interest of the Company and all other instruments required in connection with the Transaction Documents, and all supplements and amendments to same or to any of same, as the Manager executing same may deem advisable and in the best interest of the Company, all of such instruments executed and delivered as aforesaid to be and constitute the acts and obligations of the Company.

FURTHER RESOLVED, that the Company hereby ratifies and confirms the acts of the Members and the Manager in executing and delivering all of the Transaction Documents irrespective of whether such acts were performed before or subsequent to the date of adoption hereof, and directs that each Member and the Manager to perform all of the obligations and undertakings under each and every Transaction Documents.

FURTHER RESOLVED, that the Manager, acting alone, is authorized, empowered, and directed, in the name of and on behalf of the Company, to take any and all other action that may be necessary, appropriate, or expedient in order to accomplish the purposes and intent of the foregoing resolutions.

FURTHER RESOLVED, the Joint & Unanimous Written Consent may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to be executed on the date written below. The delivery of an executed counterpart copy of this Unanimous Written Consent by facsimile, telecopy or e-mail shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

[Remainder of Page Intentionally Left Blank; Signature Follow]

THIS JOINT & UNANIMOUS WRITTEN CONSENT has been executed by the Manager and all of the Members of the Company on and as of the _____ day of March, 2023 (the "Effective Date").

MEMBERS:

MBA Development Group, Inc.,
a Florida corporation

By: _____

Name: _____

Title: _____

CGHP Development, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

By: CORY GLENN
Name: [Signature]
Title: OPERATIONS MANAGER

MANAGER:

[Signature]
Robert Sherman, an individual

EXHIBIT A

Purchase and Sale Agreement

See attached.

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT for Purchase and Sale (“**Agreement**”) by and between the CITY OF DEERFIELD BEACH, a Florida Municipal Corporation (“**City**”), with offices located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (“**Seller**”), and MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a Florida limited liability company with offices located at 888 SE 3rd Avenue, Suite 200, Fort Lauderdale, FL 33316 (“**Buyer**”), is entered into as of the last date of execution by any party to this Agreement (“**Effective Date**”). Seller and Buyer are each sometimes referred to as a “Party” and together as the “Parties.”

WHEREAS, the City owns a land parcel consisting of approximately 3.75 acres located at 1045 SW 11th Way (the “Land”), as legally described in the attached Exhibit “A”; and

WHEREAS, the City issued ITN #22-41-PC (the “ITN”) to solicit proposals to purchase the Land from the City; and

WHEREAS, Buyer submitted a purchase and development proposal, including development plans for a mixed-use development on the Land, in response to the ITN and provided a presentation to the City Commission regarding their proposal (collectively, the “Development Proposal”); and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee’s final Rankings and authorized the City Manager and City Attorney to negotiate the key business terms and a purchase and sale agreement with Buyer, the top ranked firm, to purchase the Land from the City, subject to referendum election approval; and

WHEREAS, Section 7.09(2) of the City Charter requires any sale of City owned property with a fair market value in excess of \$750,000.00 to be approved by a majority of the qualified electors of the city voting at a regular city, general or special election; and

WHEREAS, on December 15, 2022, the City Commission approved the award of the ITN to Buyer, approved the key business terms for the Purchase and Sale Agreement between the City and Buyer for the sale of the Land to Buyer, and called for a referendum election to allow the City’s qualified electors to vote at the next regular City municipal election on March 14, 2023 on the proposed sale of the Property to Buyer in accordance with Section 7.09(2) of the City Charter (the “Referendum Election”); and

WHEREAS, Buyer desires to purchase the Property to develop the Property in a manner substantially consistent with the Buyer’s Development Proposal, subject to applicable land use, zoning and other development approvals, conditions, and requirements imposed by governmental agencies with jurisdiction (the “Development”).

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Purchase and Sale. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and accept from Seller, in consideration of the covenants contained in this Agreement and subject to the terms and conditions set forth in this Agreement, that certain real property located at 1045 SW 11th Way, Deerfield Beach, Broward County, Florida, consisting of approximately three and seventy-five hundredths (3.75) acres, and more particularly described on Exhibit "A", attached hereto and incorporated herein, (Parcel ID number of 4842 12 53 0010) (the "Property"), together with all rights, privileges, and easements appurtenant to and improvements located on the Property that are owned by Seller. Seller shall not be obligated to convey to Buyer any titles, right or interest not obtained by Seller solely as a consequence of its ownership of the Property (such as, but not limited to, rights or interests held by Seller before Seller's acquisition of the Property, or obtained by Seller as a consequence of its ownership of other property).

1.2 Referendum Election Approval Contingency. The Parties acknowledge that the sale transaction contemplated by this Agreement is subject to approval by a majority of the qualified electors of the City voting in the Referendum Election. If the sale contemplated herein is not approved by the voters at the Referendum Election, this Agreement shall immediately terminate, Seller shall return the Referendum Deposit to Buyer within 30 days of the Referendum Election, and Buyer and Seller shall have no further obligations under this Agreement, except as expressly provided herein.

ARTICLE 2. PURCHASE PRICE.

2.1 Purchase Price. The purchase price for the Property (the "**Purchase Price**") is Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00), which shall be paid by Seller to Buyer on the Closing Date (as hereinafter defined) in cash in the form of a wire transfer as set forth in this Article 2.

2.2 Deposits.

2.2.1 *Deposit upon Referendum Approval.* In the event the sale of the Property is approved at the Referendum Election scheduled for March 14, 2023, Buyer shall deposit the sum of Three Hundred Twenty Five Thousand Dollars (the "**Deposit**"), within three business days of such approval, with the Escrow Agent, as defined in this Agreement to be held and disbursed by Escrow Agent in accordance with the terms, conditions and provisions of this Agreement. The Deposit shall be held in a non-interest bearing account with a banking institution insured by the Federal Insurance Corporation. The Deposit shall be credited towards the purchase price at Closing. After the expiration of Due Diligence Period (defined below), the Deposit shall not be refundable to Buyer, and

shall be fully earned by Seller, except (i) if Buyer terminates this Agreement pursuant to Article 6.5 or 7.4 of this Agreement, or (ii) as otherwise provided in this Agreement.

2.2.2 *Previous Deposits.* Buyer previously paid to the Seller the sum of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00), which consisted of a Twenty Five Thousand and 00/100 Dollars (\$25,000.00) ITN fee (the “**ITN Deposit**”) and an Eighty Thousand and 00/100 Dollars (\$80,000.00) referendum deposit (the “**Referendum Deposit**”). The ITN Deposit and Referendum Deposit shall be non-refundable, except that the Referendum Deposit shall be refundable if the sale of the Property is not approved at the Referendum Election on March 14, 2023. Buyer shall not receive any credit towards the Purchase Price at closing for the ITN Deposit or the Referendum Deposit.

2.3 Cash Payment at Closing. On the Closing Date, Buyer shall pay to Seller the Purchase Price, of which the Deposit shall constitute a part and be applied to reduce the Purchase Price, subject to any prorations and adjustments as required by this Agreement, by confirmed wire transfer. This transaction is an all cash sale and not subject to financing.

ARTICLE 3. CLOSING.

3.1 Escrow Agent. The escrow agent shall be as defined in Article 15.18 of this Agreement (the “**Escrow Agent**”).

3.2 Closing. The Closing of title (the “**Closing**”) shall take place on or before sixty (60) days following the last to occur of: (i) the Final, non-appealable, Land Use, Rezoning and Site Plan Approval of the Development by the City of Deerfield Beach in a manner substantially consistent with the Development Proposal; and (ii) the Final, non-appealable, Land Use Approval and Plat Approval of the Development by the Broward County Commission in a manner substantially consistent with the Development Proposal, (collectively the “**Final Development Approvals**”); (the “**Closing Date**”) at the offices of Buyer’s Attorney, Becker & Poliakoff, P.A., Jennifer Bales Drake, Esq., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301, or such other location as is mutually agreed upon by the Parties.

3.3 Closing Costs. Seller shall pay the following costs in connection with the Closing: (i) the documentary transfer taxes on the Warranty Deed, (ii) the cost of the title abstract or the cost of providing the title commitment, (iii) the cost of curing title defects, if any, that Seller elects to attempt to cure, including but not limited to, the cost of obtaining and recording any corrective instruments, such as, satisfactions, releases, partial releases, disclaimers or the like; and (iv) Seller’s own attorney’s fees.

Buyer shall pay the following costs in connection with the Closing: (i) the cost of recording the Warranty Deed, (ii) documentary stamp tax, intangible tax and recording fees related to any note and mortgage, (iii) the Buyer’s Owner’s Title Insurance Policy and Loan Title Insurance Policy, if any, and (iv) Buyer’s own attorney’s fees.

3.4 Prorations. The following items, to the extent applicable, shall be prorated on the Closing Date: current real estate and personal property taxes (“Taxes”), applicable to the Property for the year of Closing using the maximum discount, if applicable, and if the tax statement is not available during the year of Closing the tax figures for the prior year will be used for the proration. Seller shall be obligated to pay to Buyer for all Taxes due, if any, prior to the Closing Date, as applicable. All prorations made hereunder shall be based on the number of days of ownership of the Property in the period applicable to the proration. If any proration under this Agreement is based on an estimate, either Party upon written notice to the other Party, shall be entitled to a new re-proration and any payment required as a result of the re-proration shall be made within ten days following demand. All other prorations and adjustments shall be final.

ARTICLE 4. DELIVERY OF DOCUMENTS.

4.1 Delivery by Seller at Closing. At or prior to the Closing, Seller shall deliver the following closing documents to Buyer:

4.1.1 A Special Warranty Deed conveying title to the Property, in recordable form (the “Deed”), subject only to the Permitted Exceptions (as hereinafter defined).

4.1.2 A Bill of Sale to the Personal Property, if any.

4.1.3 A No Lien Affidavit from Seller attesting that (a) no individual, entity or governmental authority has any claim against the Property under the applicable Florida Construction Lien Law, (b) no individual, entity or governmental authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made.

4.1.4 A “Gap Affidavit” in form and content reasonably satisfactory to Buyer’s title insurer to allow the title agent to insure the gap period in accordance with applicable Florida Statutes.

4.1.5 A Seller’s non-foreign affidavit, under penalty of perjury, including Seller’s United States Taxpayer Identification Number and permanent mailing address, stating that Seller is not a foreign person, as required under Internal Revenue Code, Section 1445(b)(2).

4.1.6 Resolution authorizing the sale and transfer of the Property and the execution of all closing documents. The Resolution shall be in recordable form to comply with the applicable statutes.

4.1.7 Such other documents as Buyer or title underwriter may reasonably request in order to consummate the transaction herein contemplated, if Seller is legally capable of providing same.

4.1.8 DR-219. If applicable, the Florida Department of Revenue Return for Transfer of Interest in Florida Real Property.

4.2 Copies of Seller's closing documents shall be delivered to Buyer's attorney for review not less than five (5) days prior to Closing.

4.3 Delivery by Buyer at Closing. At Closing, Buyer shall execute and deliver to Seller the following items:

4.3.1 The cash portion of the Purchase Price;

4.3.2 Buyer shall cause Escrow Agent to issue its wire transfer for the Deposit to Seller;

4.3.4 Corporate Resolution evidencing Buyer's power and authority to enter into this Agreement and consummate the transaction herein contemplated.

4.3.5 Closing Statement; and

4.3.6 Such additional documents as Seller may reasonably deem necessary or proper to carry out this Agreement.

4.4 Copies of Buyer's closing documents shall be delivered to Seller's attorney for review not less than five (5) days prior to Closing.

ARTICLE 5. TITLE AND SURVEY MATTERS.

5.1 Status of Title. Seller shall convey to Buyer good, marketable and insurable title to the Property by means of a Special Warranty Deed in a recordable form (the "Deed") free and clear of all claims, liens and encumbrances, except for the following items: (i) current real property taxes and assessments not delinquent, (ii) items shown on the title commitment which are approved by Buyer, (iii) the Title Company's standard exceptions (as many as possible of which shall be deleted on the final policy), (iv) all laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations, (v) matters which would be disclosed by an accurate survey of the Property which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence Period ends, all objections to Survey matters not preserved as a title defect will be deemed waived; (vi) restrictions, easements, reservations, covenants, agreements, limitations and other matters of record (collectively, the "Restrictions"), which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence Period ends, all objections to the Restrictions not preserved as a title defect will be deemed waived; and (vii) such other matters or exceptions, which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence

Period ends, all objections to such matters and exceptions not preserved as a title defect will be deemed waived (the "Permitted Exceptions").

5.2 Preliminary Title Report. The Buyer's Attorney, Becker & Poliakoff, P.A., Attention: Jennifer Bales Drake, Esq., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, Florida 33301, shall obtain a title commitment from a nationally recognized title insurance company acceptable to Buyer's Attorney, in her discretion, showing status of title as of date of such title commitment (the "**Title Commitment**"). Buyer shall be responsible for any certified updates to title or for procuring copies of any documents reflected in any prior title policy or certified update and Seller shall pay Buyer up to One Thousand Dollars (\$1,000.00) in total for all of such costs. Seller shall pay for the cost of an initial municipal lien search ("**Municipal Lien Search**"), which shall be conducted by Buyer no later than thirty (30) days after the Effective Date, and an updated Municipal Lien Search prior to Closing.

5.3 Survey. Prior to execution of this Agreement, Seller has delivered its existing survey of the Property to Buyer. Buyer, at its sole option and sole cost, may cause a survey of the Property to be made or updated by a land surveyor or engineer registered and licensed in the State of Florida and in accordance with all requirements for a survey under Florida law (the "**Survey**"). Buyer shall notify Seller, in writing, and within the Due Diligence Period of Buyer's specific objections to the Survey. Buyer shall notify Seller of such defect within fifteen days after receipt of the Survey, ("**Survey Defects**") which survey defect will be treated as a Title Defect as provided in Article 5.4 below only if they include encroachments, easements or conditions which render Seller's title other than good and marketable or are otherwise not listed as a Permitted Exception. Upon Seller's failure to cure Survey Defects to which proper objection has been made by Buyer, then such Survey Defects shall be addressed as a Title Defect under Paragraph 5.4 below and this shall be the sole remedy of Buyer in the event of the occurrence of Survey Defects.

5.4 Defects and Cure. Buyer shall have thirty (30) days from Buyer's Attorney's receipt of the Title Commitment from the title company to examine title. If title is found defective, Buyer shall, within forty (40) days after Buyer's Attorney's receipt of the Title Commitment from the title company, notify Seller in writing of the specific title defect(s). Seller may, but has no obligation to, correct such defect(s) within sixty (60) days from its receipt of the notice from Buyer. Buyer, at its option, and at Seller's request may extend the time to cure the defect and the Closing Date by a period of time equal to the period of time that is required to cure the title defect not to exceed one hundred twenty days. If Seller is not successful in removing the defect(s) within that time, Buyer shall have the option, in its discretion, of either accepting the title in its existing condition and closing in accordance with the terms of this Agreement or terminating this Agreement by written notice of termination to Seller. Any attempt by Seller to cure an objection shall not be construed as an admission by Seller that such objection is one that would give Buyer the right to refuse to close hereunder. Seller shall be obligated to cure all monetary liens before or at Closing from the closing proceeds (e.g., mortgages, or construction liens), but shall have no obligation to cure any other matter, and, except to the extent the Seller has voluntarily encumbered the Property after the date hereof, no failure by Seller to cure or satisfy an objection shall be deemed a default of Seller hereunder. Upon

the termination of this Agreement pursuant to this Section of this Agreement, Escrow Agent shall return the Deposit to Buyer, and, thereafter, Buyer nor Seller shall have any further rights or obligations hereunder.

5.5 Buyer's Title Insurance Policy. Buyer shall obtain, at Buyer's cost, an ALTA Owner's Policy of Title Insurance ("Buyer's Title Insurance Policy"), issued by a nationally recognized title insurance company (the "**Title Company**"), with liability in the amount of the Purchase Price, insuring Buyer's title in the Property free and clear of all liens and encumbrances excepting only the Permitted Exceptions.

ARTICLE 6. INVESTIGATION PERIOD.

6.1 Due Diligence Period. From the date the City Commission of Seller approves this Agreement (the "Approval Date") and terminating at 5:00pm EST on the day that is sixty (60) days after the Approval Date (the "**Due Diligence Period**"), Buyer shall conduct such inspections and investigations, subject to the terms of this Article, as Buyer may deem necessary to determine, whether the Property is suitable for Buyer's intended use of the Property.

6.2 Seller's Delivery of Property Records. Prior to the execution of this Agreement, the City has delivered the following evaluation materials in the City's possession, relating to the Property, to the Seller:

1. FEMA – Letter of Map Revision Determination Document
2. PZR Report as to Zoning Certification– 1045 SW 11th Way.
3. Construction Drawings - D0461 20-inch Force Main – 10 St. and D-1649 SW 11 Way Water Main Extension
4. Deerfield FAU Survey.
5. Drawing for Deerfield Sanitary 14
6. Deerfield Quit Claim Deeds and Plat
7. Deerfield Water Distribution
8. Deerfield Beach Due Diligence/Desktop Archaeological Assessment Report
9. City of Deerfield Beach Drain Main Map
10. Deerfield Beach FAU – Plat 2
11. SW 11 Way NE Consistency Letter - Clearance to Proceed with Federally Insured Loan and Grant Project Requests
12. SW 11 Way Survey – NW Corner SW 10 Street Topographic Survey
13. SW 11 Way - Soil Report

Throughout the term of this Agreement prior to the Closing Date, Seller shall deliver to Buyer copies of all the following documents, if received by the Seller from the time of execution this Agreement until closing, relating to the Property (if applicable) (a "Governmental Notice"): material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence), from a Governmental Authority (as defined below) which discloses (i) claims,

allegations or adverse information that the Property violates any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement or other direction or requirement of any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them ("Governmental Authority") now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property ("Governmental Requirement"), (ii) claims that there is hazardous or toxic waste on or about the Property, or (iii) claims that there are defects, deficiencies or hazardous conditions in or on the Property.

6.3 Buyer's Inspection of Property. During the Due Diligence Period, Buyer or Buyer's representative shall have the right, at Buyer's sole cost and expense, to enter upon the Property, during reasonable business hours after giving a reasonable notice to Seller, to make all inspections and investigations of the condition of the Property which it may deem necessary, including, but not limited to, structural investigation and testing, soil borings, percolation tests, environmental assessments, engineering and topographical studies, and investigations of the availability of utilities, ("**Property's Physical Condition**"), which inspections shall be subject to the conditions set forth in this Article 6. Buyer agrees that it shall not cause any injury, loss or damage resulting from any negligent act on the part of the Buyer from any activities permitted by this Article 6. If Buyer does not terminate this Agreement pursuant to Article 6.5, from the end of the Due Diligence Period until the Closing Date, Buyer or Buyer's representative shall have the right to enter upon the Property, during reasonable business hours after giving reasonable notice to Seller and to make all inspections and investigations of the condition of the Property which it may deem necessary"), which inspections shall be subject to the conditions set forth in this Article 6 and shall have no effect on the time period of Buyer's right to terminate this Agreement under Article 6.5.

6.4 Environmental Assessment. During Buyer's Due Diligence Period, Buyer shall have the right, at its expense, and during normal business hours to conduct or cause to be conducted any and all environmental assessments which Buyer deems necessary, at Buyer's sole determination, of the Property. If the environmental assessments disclose any condition not acceptable to Buyer in Buyer's sole discretion, Buyer shall notify Seller of such condition in writing within the Due Diligence Period (the "Environmental Condition Notice"). Seller shall, within ten (10) days of receipt of a timely Environmental Condition Notice, notify Buyer in writing either (a) that it will remedy the environmental condition(s) objected to, or (b) that it will offer the Property to Buyer subject to the environmental condition (the "Seller's Response Notice"). In the event an Environmental Condition Notice is timely submitted to Seller, the Due Diligence Period shall be extended for a period that ends ten (10) days after the Seller's transmittal of the Seller's Response Notice to Buyer.

6.5 Buyer's Right to Terminate as to Property's Physical Condition. During the Due Diligence Period, if the Buyer determines, in its reasonable discretion, that the Property's Physical Condition is not suitable for the Development, the Buyer may terminate this Agreement by providing written notice of such determination and the basis of such determination to the Seller within the Due Diligence Period. Upon receipt of such timely filed termination notice, the Escrow Agent shall return to Buyer the Deposit, and this Agreement shall become null and void. If Buyer

fails to notify Seller of its termination of this Agreement as set forth in this Article 6.5, then Buyer shall be deemed to have waived its right of termination under this Article 6.5.

6.6. Buyer hereby agrees that: (i) except as specifically provided herein, the costs and expenses of Buyer's investigation shall be borne solely by Buyer, (ii) Buyer shall not commit waste to or injure the Property, (iii) Buyer shall not permit any construction liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with any studies or tests conducted pursuant to this Article. In the event the transaction contemplated by this Agreement does not close, Buyer shall restore the Property to the condition in which it existed prior to Buyer's entry thereon and inspection thereof.

6.7 Buyer shall indemnify Seller for any and against all liability, including, but not limited to, bodily injury or damage to Property (including the Property itself), arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens, claims or liability which may be filed or result against the Property by persons or entities employed or contracted by Buyer to perform inspections of the Property. This indemnity shall survive termination of this Agreement.

ARTICLE 7. ENTITLEMENTS.

7.1 Final Site Plan. Within one hundred twenty (120) days from the approval of the Property sale at the Referendum Election, Buyer shall submit to the City, a preliminary site plan for the construction of the improvements on the Property in accordance with the plans submitted to the City in accordance with Buyer's Development Proposal.

7.2 Entitlement Period. Commencing on the day after the date that the Due Diligence Period expires, the Buyer will have fifteen months, subject to extension by the Parties, as provided herein, (the "**Entitlement Period**") for Buyer to obtain the Final Development Approvals. During the Entitlement Period, Buyer shall diligently pursue such Final Development Approvals with plans generally consistent with the Development Proposal and Development.

7.3 Cooperation. Buyer and Seller acknowledge that certain development applications for the Development will require approval by Broward County, including for land use amendment and plat applications, and the City. In that the Seller is the owner of the Property and the Buyer will be the entity responsible for obtaining the Final Development Approvals, the Seller will cooperate with the Buyer to execute all the necessary development related applications and paperwork for the Development as owner of the Property (which execution shall not be unreasonably delayed). Seller shall diligently review and evaluate the Development applications or petitions that are required to be processed by the City, in accordance with all applicable City codes and regulations and Florida law, and Buyer shall diligently respond to the Seller's review comments generated from Seller's review of such applications.

7.4 Buyer's Right to Terminate as to Final Development Approvals. Provided that Buyer has diligently pursued the Final Development Approvals for the Development, and in the event any of the Final Development Approvals are denied by the applicable governmental entity with jurisdiction during the Entitlement Period, Buyer may elect to terminate, in its sole discretion, this Agreement by providing written notice to Seller during the Entitlement Period (the "**Development Approval Option to Terminate**"). If the Entitlement Period is extended pursuant to Section 7.6 or otherwise by the Parties, the Development Approval Option to Terminate period shall be extended to run concurrent with the extended Entitlement Period.

7.5 Seller's Right to Terminate. Seller may elect to terminate, in Seller's sole discretion, this Agreement by providing written notice to Buyer, if:

- a) Buyer fails to execute a Development Agreement, in a form reasonably acceptable to the Buyer's counsel and the City Attorney, prior to or at the time of obtaining the Final Development Approvals, that obligates the Buyer to provide Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements, including but not limited to park and infrastructure improvements, during Buyer's development of the Property, and provide security to the Seller for Buyer's performance of such obligation (the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties). If the Seller elects to terminate this Agreement under this Article 7.5(a) and provided that Buyer's failure to execute the required Development Agreement is through no fault of Seller and the Final Development Approvals were not denied during the Entitlement Period for a reason other than failure to execute the Development Agreement, the Seller shall be entitled to the Deposit as liquidated damages and the Parties shall have no further obligations under this Agreement; or
- b) Buyer fails to obtain the Final Development Approvals within the Entitlement Period; if the Seller elects to terminate this Agreement under this Article 7.5(b), the Buyer shall be entitled to the Deposit and the Parties shall have no further obligations under this Agreement; or
- c) Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; if the Seller elects to terminate this Agreement under this Article 7.5(c), the Seller shall be entitled to the Deposit and the Parties shall have no further obligations under this Agreement.

7.6 Extension of Entitlement Period. Provided that Buyer is diligently pursuing the Final Development Approvals during the Entitlement Period and provides reasonable supporting documentation to the Seller's City Manager verifying same, the Entitlement Period provided in Article 7.2 above shall automatically be deemed extended for up to an additional six months

(for a total of 21 months from the day after the date that the Due Diligence Period expires) in order to provide Buyer more time to continue to diligently pursue and obtain the Final Development Approvals. Any further extension of the Entitlement Period shall require prior written agreement by the Parties.

ARTICLE 8. SELLER WARRANTIES.

8.1 Seller's Warranties. Seller makes the following warranties to Buyer, each of which shall be true as of the Closing Date:

8.1.1 Seller is the sole owner of the Property, has good, indefeasible and marketable title to the Property, free and clear of all liens, encumbrances and other matters except the Permitted Exceptions and has full power, authority and right to execute, deliver and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Seller.

8.1.2 To the best of Seller's knowledge, hazardous substances have not been used, generated, transported, treated, stored, released, discharged or disposed of in, onto, under or from the Property by Seller or agent of Seller. To Seller's knowledge, the Property is not in violation of any Hazardous Substance Laws and Seller has received no written or oral notice or other communication of pending or threatened claims, actions, suits, proceedings or investigations against Seller, the Property or any occupant of the Property related to alleged or actual violations of Hazardous Substance Laws.

8.1.3 The Seller is not aware of violations of federal, state and local environmental laws, rules, regulations, codes or ordinances with respect to the Property.

8.1.3 The Seller is not aware of environmental and/or hazardous waste contamination on the Property.

8.1.4 The Property is not in violation of any building, zoning, or fire codes.

8.1.5 The zoning of the Property is such as to allow the present use of the Property.

8.2 Seller's Representations. Seller does hereby represent to Buyer that:

8.2.1 Seller has not received any notice, written or otherwise, from any governmental or quasi-governmental agency requiring the correction of any existing condition with respect to the Property by reason of a violation of any regulation or otherwise;

8.2.2 Seller has not received notice of any pending or contemplated condemnation action with respect to the Property; and

8.2.3 Seller is not aware of any claims or actions or threats of action pending against the Property or Seller that would limit or prohibit Seller from performing under the terms, covenants and provisions of this Agreement.

8.2.4 There are no outstanding or unperformed contracts for improvements or repairs to the Property, or any unpaid or disputed bills for labor, materials or services in connection with any repairs or improvements to any portion of the Property.

8.2.5 There are no outstanding management contracts relating to the Property.

8.2.6 Seller has exclusive possession of the Property and there are no tenants in possession or with a right to possession of the Property or any portion thereof.

8.2.7 At closing there will be no unpaid bills or claims for labor performed, services rendered or materials furnished or contracted to be performed or furnished upon the Property and there will be no unpaid taxes of any kind that might become a lien upon the Property, except the ad valorem real estate taxes for the year of closing which are not yet due and payable; and provided any such matters exist, Seller agrees to transfer such matters to bond or to pay them at the closing.

8.2.8 Seller shall not commit or suffer any waste of or to the Property.

8.2.9 There is no pending or to the best of Seller's knowledge any threatened, litigation against Seller that could result in a judgment lien against the Property.

8.2.10 There are no public special improvement district liens against the Property for any improvements on or benefitting the Property, nor to the best of Seller's knowledge any work pending or authorized but not yet commenced as of the date hereof which would result in the creation of any lien for such improvements, including but not limited to water, sewer, paving, drainage, electrical, gas or other public or community improvement which may give rise to any such lien.

8.2.11 No portion of the Property is being acquired by a governmental authority in the exercise of its power to condemn or to acquire through eminent domain or private purchase in lieu thereof nor, to the best of Seller's knowledge, are any of these proceedings or actions in existence or pending with respect to the Property.

8.2.12 Seller has disclosed to Buyer all Governmental Notices (as defined in Article 6.2) with respect to the Property to which Seller has received from the time of execution of this Agreement through the Closing.

8.3 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in

this Agreement are not true on the Effective Date or at any time thereafter or at Closing, Buyer may either: (a) terminate this Agreement by written notice thereof to Seller in which event the Deposit shall be returned to Buyer and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Agreement notwithstanding the failure of such representation and warranty, and the Seller shall have no further liability to Buyer hereunder.

ARTICLE 9. BUYER WARRANTIES. Buyer represents and warrants to Seller (the following being hereinafter sometimes referred to as “Buyer’s Warranties”) that:

9.1 Authority to Execute. The execution of this Agreement, the delivery by Buyer to Seller of all monies, items and documents provided for herein, Buyer’s performance hereof and the transactions contemplated hereby have been duly authorized by the requisite action on the part of Buyer. The party executing this Agreement on behalf of Buyer has been duly authorized and empowered to bind Buyer to this Agreement. This Agreement constitutes valid and binding obligations of Buyer and is enforceable against Buyer in accordance with its terms.

9.2 No Encumbrance. Buyer shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Agreement or a memorandum hereof, prior to the Closing.

9.3 Assignees. Any assignee or designee of any of Buyer’s rights and interests under this Agreement, upon the date of such assignment or designation and by its acceptance of such assignment or designation, hereby makes representations and warranties for the benefit of Seller, as to its type and state of organization or formation and its authority, of the same nature as those made by Buyer under this Article 9.

9.4 Community Enhancements. Buyer agrees to provide, during the term of the development of the Property, Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements during Buyer’s development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties and executed prior to Closing.

9.5 Property Development. Buyer shall submit development approval applications to the City and Broward County (consistent with the time frames provided for herein) for Development of the Property in a manner consistent with Buyer’s Development Proposal. Buyer represents to Seller that Buyer will diligently pursue the Final Development Approvals for Development on the Property.

ARTICLE 10. BUYER'S CONTINGENCIES.

10.1 Buyer's Contingencies. Buyer's obligation to purchase the Property and close the transaction pursuant to this Agreement is expressly contingent upon satisfaction of the following conditions ("**Buyer's Contingencies**") and Buyer shall have no obligation to close under this Agreement unless all the following conditions have either been satisfied or waived by Buyer:

10.1.1 Approval of Development. Buyer's obtaining the Final Development Approvals within the time periods set forth in this Agreement, as such time periods may be extended upon mutual written agreement by the Parties;

10.1.2 Title Materials. Buyer's approval of the items on the Title Commitment or waiver of any objections thereto pursuant to Article 5 hereof;

10.1.3 Compliance with Covenants. Seller shall have performed all of Seller's obligations required by this Agreement to be performed by Seller prior to the Closing Date;

10.1.4 Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents required to be delivered to Buyer at the Closing pursuant to this Agreement;

10.1.4 No Prior Termination. This Agreement shall not have been previously terminated pursuant to any other provision hereof;

10.1.5 Representations and Warranties. All of Seller's representations and warranties shall be true and correct;

10.1.6 Status of Title. The status of title to the Property shall be as required by this Agreement.

10.2 Time Periods. Buyer agrees to act reasonably and expeditiously in approving or disapproving Buyer's Contingencies.

10.3 Remedies. If the conditions to Buyer's obligations have not been satisfied on or before the Closing Date, Buyer shall have the option of continuing the Closing Date for a period not to exceed forty-five (45) days until such time as the conditions have been satisfied. This option is a continuing option and not an election of remedies; therefore, at any time prior to the Closing Date (as may be continued under this Article 10.3) if the conditions to Buyer's Contingencies to close have not been satisfied, Buyer can elect to terminate this Agreement or otherwise pursue its remedies against Seller as provided in Article 14.2.

ARTICLE 11. SELLER'S CONTINGENCIES.

11.1 Seller's Contingencies. Seller's obligation to sell the Property pursuant to this Agreement is expressly contingent upon satisfaction of each of the following conditions ("**Seller's Contingencies**") and Seller shall have no obligation to close under this Agreement unless all the following conditions have been satisfied or have been waived by Seller:

11.1.1 Referendum Approval. Buyer acknowledges that the Property sale transaction contemplated by this Agreement is, pursuant to Section 7.09 of the City of Deerfield Beach Charter, contingent upon approval of the voters at a referendum election to be held on March 14, 2023 (the "Referendum Election"). If the sale contemplated herein is not approved by the voters at the Referendum Election, this Agreement shall immediately terminate, Seller shall return the Referendum Deposit to Buyer within 30 days of the Referendum Election, and Buyer and Seller shall have no further obligations under this Agreement, except as expressly provided herein;

11.1.2 Payment and Documents. Delivery and execution by Buyer of all monies, items, and any other instruments required to be delivered and paid by Buyer herein to Seller;

11.1.3 Buyer's Warranties. Buyer's Warranties must be and remain true and correct as of the Closing.

ARTICLE 12. CONDEMNATION OF THE PROPERTY; CONDEMNATION.

12.1 Taking or Condemnation. If, between the Effective Date of this Agreement and the Closing Date, a taking or condemnation of a portion of the Property is threatened, or commenced, Buyer may elect, by providing written notice within ten days after receipt of notice from Seller of such taking or condemnation accompanied by information regarding the amount and payment of condemnation proceeds, to terminate this Agreement or to purchase the Property whereupon Seller shall assign all of Seller's interest in and to all condemnation proceeds.

12.2 Termination Due to Taking or Condemnation. If, as a result of taking or condemnation of the Property, Buyer elects to terminate this Agreement as provided above, this Agreement shall be of no further force and effect, and Escrow Agent is hereby authorized and instructed to return the Deposit to Buyer.

12.3 Condemnation Awards. If Buyer elects to purchase the Property despite such taking or condemnation, Seller shall assign its rights to Buyer and Buyer shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation.

ARTICLE 13. MAINTENANCE AND MANAGEMENT OF THE PROPERTY.

13.1 Seller will Continue to Maintain. From the date of this Agreement until the Closing Date, Seller agrees to continue to manage and maintain the Property using reasonable efforts consistent with the management standards Seller has employed in managing and maintaining the Property prior to the date of this Agreement.

13.2 Seller will not Enter into Long-Term Contracts. Prior to Closing Date, Seller will not, without Buyer's prior written consent: (i) enter into or renew any contract or agreements pertaining to services on or about the Property, or the management or maintenance of the Property, which will expire more than thirty days after the Closing Date or cannot be terminated at no cost to Buyer with thirty days' notice after the Closing Date, or (ii) renew or enter into any leases or rental agreements for all or any portion of the Property.

13.3 Seller to Fully Insure. From the date of this Agreement until the Closing Date, Seller shall keep all existing liability insurance coverages for the Property that are currently in effect, if any, in full force and effect. Additionally, Seller agrees not to lower any amounts of existing coverage or materially change any existing policies or coverages, if any, for the Property.

ARTICLE 14. DEFAULT

14.1 Buyer's Default. In the event that the Buyer fails to close for any reason except for denial of any Final Development Approvals, or the failure of Seller to satisfy any conditions to Buyer's obligations set forth herein, Seller shall be entitled to receive the Deposit as liquidated damages, and thereafter, neither Buyer nor Seller shall have any further obligation under this Agreement. The parties agree that is a reasonable sum considering all of the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. Each party specifically confirms the accuracy of the statements made above and the fact that each party was represented by counsel who explained the consequences of this liquidated damages provision at the time this Agreement was made. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

14.2 Seller's Default. In the event Seller shall fails to convey title to Buyer pursuant to this Agreement for any reason except Buyer's default or the failure of Buyer to satisfy any of the conditions to Seller's obligations set forth herein, Buyer may, in its sole discretion, (a) be entitled to seek specific performance of this Agreement, including for performance of Seller's obligations under Section 7.3 of this Agreement; or (b) elect to terminate this Agreement and receive a refund of the Deposit, in which event neither Buyer nor Seller shall have any further rights or obligations hereunder.

ARTICLE 15. MISCELLANEOUS.

15.1 Survival of Conditions. The covenants, agreements, warranties and representations made by Buyer and Seller herein shall survive the Closing.

15.2 Brokerage Commissions. Seller utilized a real estate broker, Colliers, ("Seller's Broker") in connection with the sale of the Property and Seller shall be responsible for payment of any real estate brokerage fees or commissions due to Seller's Broker in connection with this transaction. Buyer represents and warrants to Seller that there is no real estate broker representing Buyer with respect to this transaction. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. The provisions of this Section shall survive the closing or termination of this Agreement.

15.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors and assigns, which assignment shall be only in accordance with Section 15.4.

15.4 Assignment and Sale. Buyer may assign its rights under this Agreement to a wholly owned subsidiary or newly formed corporation owned by the Buyer or the principals, or majority owners of Buyer, provided that such assignment shall be subject to the Seller's prior written approval, which shall not be unreasonably withheld or delayed but may be conditioned upon Buyer providing written documentation of the proposed assignee's financial capacity and ability to perform under the terms of this Agreement.

15.5 Community Enhancements. Buyer agrees to provide Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements during Buyer's development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of a development agreement to be negotiated between the Parties. This provision shall survive the Closing.

15.6 Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire Agreement between Buyer and Seller and supersede all prior agreements, whether written or oral. The Exhibits attached hereto are hereby incorporated herein by reference as if set forth herein in full. Neither this Agreement nor any of its provisions may be changed, amended, waived or otherwise modified, other than by an agreement in writing duly executed by or on behalf of the party against whom enforcement of any change, amendment, waiver, modification, consent or discharge is sought.

15.7 Time of Essence. Time is of the essence of this Agreement and of each and every term, condition, obligation and provision hereof.

15.8 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.9 Attorneys' Fees. In the event of any action, suit or other proceeding to enforce this Agreement or arising out of the breach of any of its covenants, conditions, agreements or provisions, each Party shall be responsible for their own costs and expenses of suit, including attorneys' fees,

incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.

15.10 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if personally served, or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by reasonably reliable courier service providing overnight or sooner delivery, postage prepaid, and addressed as follows:

To Buyer: MBA Development Partners of Florida, LLC
888 SE 3rd Avenue, Suite 200
Fort Lauderdale, FL 33316
Attn: Mario Caprini & Robert Sherman

With a copy to: Becker & Poliakoff, P.A.
1 East Broward Blvd., #1800
Fort Lauderdale, Florida 33301
Attn: Jennifer Bales Drake, Esq.

To Seller: City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
Attn: David Santucci, City Manager

With a copy to: Weiss, Serota, Helfman, Cole & Bierman, P.L.
2255 Glades Road, Suite 200E
Boca Raton, FL 33431
Attn.: Anthony Soroka, Esq., City Attorney

To Escrow Agent: Becker & Poliakoff, P.A.
1 East Broward Blvd., #1800
Fort Lauderdale, Florida 33301
Attn: Jennifer Bales Drake, Esq

The effective date of delivery of any such notice or other item shall be: a) the date of personal service; b) the delivery date on the return receipt; or c) the day of deposit, postage prepaid, with a reasonably reliable courier service providing overnight or sooner delivery, whichever is applicable. The parties may designate any other address for the service of notices by furnishing same in accordance with this Paragraph.

15.11 Invalid Provisions. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, unenforceable or illegal in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth.

15.12 No Waiver. The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement and shall not be considered a waiver of any other covenant, condition or promise. The waiver shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless such remedy is expressly excluded.

15.13 Governing Law. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida. Venue for any litigation arising from this Agreement shall be in Broward County, Florida.

15.14 Further Assurance. Each party agrees to cooperate with the other party and to execute such additional instruments and documents as may be reasonably necessary or proper in order to carry out the provisions of this Agreement.

15.15 Saturdays, Sundays, Holidays. If any date or time period specified herein shall be on or expire on a day which is a Saturday, Sunday or day which is widely recognized as a legal holiday in the state in which the Property is located, such date or time period shall be deemed to be or extend to the next immediately following business day.

15.16 Acceptance. This Agreement shall not be binding or enforceable against either party until fully executed by both Parties.

15.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County Public Health Unit. **(NOTE: This paragraph is provided for informational purposes pursuant to Section 404.056(8), Florida Statutes).**

15.18 Escrow Agent. The Escrow Agent under this Agreement shall be Becker & Poliakoff, P.A., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301. Escrow Agent shall act as Escrow Agent and has executed this Agreement solely for the purpose of signifying its agreement to act as Escrow Agent under the terms of this Agreement. Escrow Agent is not a party to this Agreement. Escrow Agent's duties, obligations and liabilities hereunder are solely limited to the functions as required of it as Escrow Agent to receive and disburse funds as required under this Agreement. In the event of doubt as to Escrow Agent's duties or liabilities under this Agreement, Escrow Agent may, in Escrow Agent's sole discretion, continue to hold the subject matter of this

escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto or Escrow Agent may deposit same with the Clerk of the Circuit Court having jurisdiction of the dispute, and upon notifying the parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit wherein Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs including reasonable attorneys' fees and cost for post judgment proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Seller or Buyer of items subject to this escrow, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent. Buyer agrees that Escrow Agent may represent itself and may also represent Buyer with respect to this transaction and matters arising out of this transaction. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection from any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willfulness conduct or gross negligence, and Buyer and Seller agree to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of the Agreement, unless such act or omission is a result of the willfulness conduct or gross negligence of the Escrow Agent. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions of this Agreement have been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; the sufficiency of the title to the property to be conveyed; nor as to the identity, authority, or rights of any persons executing same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposit and to disbursement of same in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit in accordance with the provisions hereof, the Escrow shall terminate as regards this Agreement, and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

15.19 Not Recordable. This Agreement shall not be recorded in the Public Records. Recording of same shall constitute a default by the recording party.

15.20 Development Applications. Notwithstanding any language in this Agreement, the City's consideration of any proposed land use amendments, rezoning, plat, site plan or any other development applications submitted to the City for the Property (collectively, the "City Development Applications") shall require public hearings and appropriate findings as to infrastructure, transportation/roads, schools, utilities (which shall be deemed to include potable water, sanitary sewer and drainage as well as necessary power service), public safety facilities and all other matters relevant to such City Development Applications in support thereof. The approval of any proposed land use plan amendments or City Development Applications is not mandated by this Agreement, nor is any other development approval, and is subject to the process as set forth under Florida law, after public hearings and appropriate findings to support any such changes or applications.

15.21 Cost Recovery for City review of Development Applications. Buyer shall be responsible for all applicable cost recovery deposits and charges, pursuant to the applicable City Code provisions, related to costs incurred by the City in reviewing and processing any City Development Applications related to the Development (collectively, the "Cost Recovery Deposit").

15.22 Sovereign Immunity. Nothing in this Agreement shall constitute, or be construed as, a waiver of sovereign or qualified immunity by the Seller or as a waiver beyond the limits set forth in Florida Statute, Section 768.28, or of any defense available to the Seller as set forth in Section 768.28, Florida Statutes, or in any other provision under applicable law. Further, the sole and exclusive remedies available to Buyer against the Seller pursuant to this Agreement are strictly limited to those set forth in Article 14.2 and no waiver of immunity by the Seller shall be deemed, granted or implied.

15.23 Indemnification of Seller. Notwithstanding any other language in this Agreement to the contrary, including but not limiting to any language indicating that Buyer shall have no further obligations under this Agreement or that this Agreement shall become null and void upon termination, Buyer shall indemnify and hold harmless Seller, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by (a) the negligence, recklessness or intentionally wrongful conduct of the Buyer, and other persons employed or utilized by the Buyer in the performance of this Agreement, or (b) the failure to obtain approval of the Property sale by a majority of the qualified voters of the City voting in an election as required under Section 7.09(2) of the City Charter. The provisions of this section shall survive the termination of this Agreement and shall continue until the applicable statute of limitations expires.

15.24 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JURY ADVISORY COMMITTEE IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY EXHIBITS, OR SCHEDULES ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS

CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE
TERMINATION OR EXPIRATION OF THIS AGREEMENT.

(Signature Page Follows on Next Page)

AGREEMENT FOR PURCHASE AND SALE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witnesses:

Maritza Dominguez
Print Name: MARITZA DOMINGUEZ

Print Name: _____

BUYER:

MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a
Florida limited liability company

By: [Signature]
Name: Robert Skermon
Title: MANAGER
Date: 3/2/2023

Witnesses:

Ketchfield
Print Name: Karen Ketchfield

[Signature]
Print Name: Tracy Batten

SELLER:

CITY OF DEERFIELD BEACH, a Florida Municipal
Corporation

By: [Signature]
Name: Bill Gonz
Title: Mayor
Date: 3/7/23

The escrow instructions set forth above are hereby acknowledged and accepted by:

BECKER & POLIAKOFF, P.A., as Escrow Agent

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
Legal Description

DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A

Parcel ID No. 4842 12 53 0010

**FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE**

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE (this "Amendment") is made and entered by and between CITY OF DEERFIELD BEACH, a Florida Municipal Corporation ("Seller") and MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a Florida limited liability company ("Buyer").

RECITALS

- A. Seller and Buyer have entered into that certain Agreement for Purchase and Sale with an Effective Date of March 7, 2023 (the "Agreement").
- B. Terms used herein without definition shall have the meanings set forth in the Agreement.
- C. The parties have agreed to amend the Agreement as set forth below.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

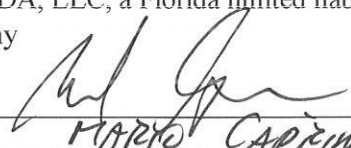
- 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. Extension of Entitlement Period. Sections 7.2 and 7.6 of the Agreement are hereby amended to extend the Entitlement Period by an additional twelve (12) month period ending on May 7, 2026, with two additional four-month extensions conditioned upon Buyer providing documentation to Seller prior to the expiration of the extended Entitlement Period reasonably evidencing that Buyer is diligently pursuing the Final Development Approvals, to provide Buyer more time to continue to diligently pursue and obtain the Final Development Approvals. The new expiration of the Entitlement Period shall be May 7, 2026, as may be further extended by the two additional four months extensions, which, if Buyer provides said documentation granted, will extend the expiration of the Entitlement Period to no later than January 7, 2027 (collectively, the "Entitlement Period Extension").
- 3. Mayo Howard Park Improvements. The Entitlement Period Extension provided in paragraph 2 above is expressly contingent upon Seller ratifying its prior representation and commitment to Seller to (A) commence construction on the Mayo Howard Park Improvements (Community Enhancement) within 30 days after (i) the closing transaction contemplated in the Agreement, and (ii) issuance of all the required permit(s) from the City to enable Seller to commence the improvements (the "Park Improvements Commitment"), and (B) diligently pursue completion of the Mayo Howard Park Improvements after its commencement thereof. The Park Improvements Commitment shall be incorporated into the Development Agreement to be considered at the time that Seller's rezoning application for the Property is considered by the City Commission.
- 4. Miscellaneous.
 - a. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.
 - b. This Amendment shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors, assigns and legal representatives.

- c. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict or ambiguity between the Agreement and this Amendment, this Amendment shall control.
- d. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which, taken together, will constitute one instrument. Facsimile, electronic (such as DocuSign) and PDF signatures will be treated as original signatures.

IN WITNESS WHEREOF, the parties have executed this Amendment and shall be dated effective as of the last of the signatures set forth below ("**Amendment Effective Date**").

BUYER:

MBA DEVELOPMENT PARTNERS OF
FLORIDA, LLC, a Florida limited liability
company

By: 
Name: MARIO CAPRIOLI
Title: MANAGER
Date: 6-12-25

SELLER:

CITY OF DEERFIELD BEACH, a Florida
Municipal Corporation

By: _____
Name: Rodney Brimlow
Title: City Manager
Date: _____

a

RESOLUTION NO. 2022/212

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION REGARDING THE SALE OF APPROXIMATELY 3.75 ACRES OF REAL PROPERTY OWNED BY THE CITY LOCATED AT 1045 SW 11TH WAY PURSUANT TO SECTION 7.09(2) OF THE CITY CHARTER; PROVIDING FOR A REFERNDUM ELECTION TO BE HELD IN CONJUNCTION WITH THE REGULAR MUNICIPAL ELECTION ON MARCH 14, 2023; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach owns a land parcel consisting of approximately 3.75 acres located at 1045 SW 11th Way (the "Property"), as legally described in the attached Exhibit "A"; and

WHEREAS, the City issued ITN #22-41-PC (the "ITN") to solicit proposals to purchase the Property from the City; and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee's final Rankings and authorized the City Manager and City Attorney to negotiate the key business terms and a purchase and sale agreement with MBA Development Partners of Florida, LLC ("MBA"), the top ranked firm, to purchase the Property from the City, subject to referendum election approval (currently planned for March 14, 2023); and

WHEREAS, on December 15, 2022, the City Commission approved the award of the ITN to MBA and approved the key business terms for the Purchase and Sale Agreement between the City and MBA for the sale of the Property to MBA; and

WHEREAS, Section 7.09(2) of the City Charter requires any sale of City owned property with a fair market value in excess of \$750,000.00 to be approved by a majority of the qualified electors of the City voting at a regular city, general or special election; and

WHEREAS, the City Commission desires to call an election to allow the City's qualified electors to vote at the next regular City municipal election on March 14, 2023 on the proposed sale of the Property to MBA in accordance with Section 7.09(2) of the City Charter.

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

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

Section 2. That a referendum election is hereby called, to be held on Tuesday, March 14, 2023, in conjunction with the regular municipal election, to present to the qualified electors of the City of Deerfield Beach, the ballot question provided in Section 3 of this Resolution regarding the proposed sale of the Property to MBA.

Section 3. That the form of ballot for the proposed sale of the Property shall be substantially as follows:

Land Sale of 1045 SW 11th Way Parcel in Deerfield Beach.

Shall the City of Deerfield Beach sell the approximately 3.75 acre property located at 1045 SW 11th Way to MBA Development Partners of Florida, LLC for \$6.5 million for the purpose of creating a multi-use development with workforce housing, retail and restaurant space, a hotel, green-space and other public amenities?

_____ YES – For the sale of the property

_____ NO – Against the sale of the property

Section 4. Balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Broward County (the "County") Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The City Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution. Pursuant to Section 102.141, Florida Statutes, this election shall be canvassed by the City Clerk with assistance from the County Supervisor of Elections or as required by law.

Section 5. The notice of the election called for in Section 2 of this Resolution shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the week of the election, and shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE CITY ON TUESDAY, THE 14TH DAY OF MARCH, 2023, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00

P.M., AT WHICH TIME THE FOLLOWING PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY.

Ballot Question:

Land Sale of 1045 SW 11th Way Parcel in Deerfield Beach.

Shall the City of Deerfield Beach sell the approximately 3.75 acre property located at 1045 SW 11th Way to MBA Development Partners of Florida, LLC for \$6.5 million for the purpose of creating a multi-use development with workforce housing, retail and restaurant space, a hotel, green-space and other public amenities?

_____ YES – For the sale of the property

_____ NO – Against the sale of the property

Section 6. Copies of this Resolution are on file at the office of the City Clerk located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441, and are available for public inspection during regular business hours.

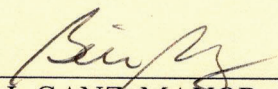
Section 7. The sale of the Property shall become effective only if the majority of the qualified electors voting on the Property sale question vote for its adoption, and the electoral approval shall be considered adopted and effective upon certification of election results.

Section 8. All Resolutions, or parts of Resolutions, in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. The provisions of this Resolution are declared to be severable, and, if any section, sentence, clause and/or phrase of this Resolution 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 Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand despite the invalidity of any part.

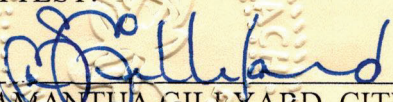
Section 10. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2022.



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILEYARD, CITY CLERK



EXHIBIT "A"
LEGAL DESCRIPTION

DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A RECORDED AS INSTRUMENT
NUMBER 105106236 IN OFFICIAL RECORDS BOOK 18656, PAGE 0822 OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

FOLIO NUMBER: 4842 12 53 0010

A/K/A 1045 SW 11TH WAY DEERFIELD BEACH, FL 33441

RESOLUTION NO. 2023/048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING THE CERTIFIED ELECTION RESULTS OF THE MUNICIPAL ELECTION AND REFERENDUM ELECTION HELD ON MARCH 14, 2023, AS PROVIDED BY THE BROWARD COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the City Charter, the City held an election on March 14, 2023, to elect the District 1 and District 2 Commissioners; and

WHEREAS, pursuant to Section 7.09(2) of the City Charter and Section 38-126(c) of the City of Deerfield Beach's Code of Ordinances, the City placed a referendum ballot question on the March 14, 2023 election ballot seeking approval for the sale of City property located at 1045 SW 11th Way, Deerfield Beach; and

WHEREAS, the results of the City election have been canvassed by the Broward County Canvassing Board in accordance with Section 102.141, Florida Statutes; and

WHEREAS, the Broward Supervisor of Elections has provided the Certified Election Results for the March 14, 2023 Election, attached as Exhibit "A"; and

WHEREAS, the City Commission of the City of Deerfield Beach wishes to accept the Certified Election Results, attached as Exhibit "A," and take all actions necessary to implement the results of the election.

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

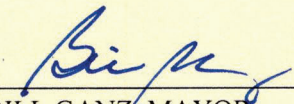
Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

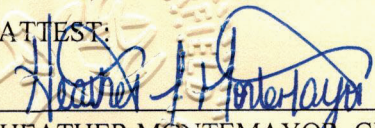
Section 2. The City Commission of the City of Deerfield Beach hereby accepts the election results of the March 14, 2023 election, attached as Exhibit "A," to elect the District 1 and District 2 Commissioners and determine whether the sale of City property located at 1045 SW 11th Way, Deerfield Beach should proceed.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 28TH DAY OF MARCH, 2023.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RUN DATE:03/16/23 05:03 PM

	TOTAL VOTES	%	ED	AV	PV
PRECINCTS COUNTED (OF 49)	49	100.00			
REGISTERED VOTERS - TOTAL	185,983				
BALLOTS CAST - TOTAL	13,074		6,227	6,846	1
BALLOTS CAST - BLANK	16	.12	4	12	0
VOTER TURNOUT - TOTAL		7.03			
VOTER TURNOUT - BLANK		.01			

Deerfield Beach, City Commissioner, District 1
(VOTE FOR) 1

(WITH 4 OF 4 PRECINCTS COUNTED)

Michael Hudak (NPA)	924	55.93	520	404	0
Maria LoRicco (NPA)	728	44.07	333	395	0
Over Votes	0		0	0	0
Under Votes	14		2	12	0

Deerfield Beach, City Commissioner, District 2
(VOTE FOR) 1

(WITH 5 OF 5 PRECINCTS COUNTED)

Ben Preston (NPA)	667	52.48	500	167	0
Darlene Cerezo Swaffar (NPA)	236	18.57	116	120	0
Terry D. Scott (NPA)	368	28.95	250	118	0
Over Votes	0		0	0	0
Under Votes	6		1	5	0

Deerfield Beach, Charter Question
(VOTE FOR) 1

(WITH 16 OF 16 PRECINCTS COUNTED)

Yes - For the sale of the property (NPA)	2,452	57.55	1,077	1,375	0
No - Against the sale of the prope (NPA)	1,809	42.45	964	845	0
Over Votes	1		1	0	0
Under Votes	181		99	82	0

X

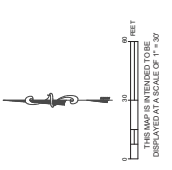
County Judge

X

County Commissioner

X

Supervisor of Elections



RE: Deerfield 1045 - Plat Note Amendment - Pre-app submittal

From Miguez, Nataly <NAMIGUEZ@broward.org>

Date Wed 4/15/2026 3:27 PM

To Felipe Castro <fcastro@capitalgroupusa.com>

Cc Juan Carlos Ayala <jcayala@capitalgroupusa.com>; Michael Amodio <mamodio@keithteam.com>; Juan Pablo Chapa <jchapa@keithteam.com>

Hi Felipe,

Thank you for the updated documents. The proposed note language of: *"This plat is restricted to 150 multi-family residential units, a hotel with 120 rooms with an event center, and 143,256 square feet of office and commercial uses."* Is acceptable to the County. I will review the revised submittal package and schedule the preapplication meeting.

Thank you,



NATALY MIGUEZ, PLANNER

Public Works and Environmental Services Department

HOUSING AND URBAN PLANNING DIVISION

1 North University Drive, BOX 102 | Plantation, Florida 33324

954.357.6623

Broward.org/Planning | [ePermits](#)



From: Felipe Castro <fcastro@capitalgroupusa.com>

Sent: Wednesday, April 15, 2026 11:43 AM

To: Miguez, Nataly <NAMIGUEZ@broward.org>

Cc: Juan Carlos Ayala <jcayala@capitalgroupusa.com>; Michael Amodio <mamodio@keithteam.com>; Juan Pablo Chapa <jchapa@keithteam.com>

Subject: Re: Deerfield 1045 - Plat Note Amendment - Pre-app submittal

Appreciate you for taking the time to go over the detail, Nataly.

Attached, please find the revised:

1. Plat & Development Application with the consistent areas.
2. Request Letter from Becker revised.
3. FDOT Letter adjusted for 150 units.

Remember it'd be helpful for our process with the City, to be able to provide them with your "thumbs-up" for the current plat note. Meaning that it's now properly phrased.

We can have that as a separate email or as a confirmation for the pre-app meeting date and time if we are now clear to proceed.

Thank you very much!

FELIPE CASTRO

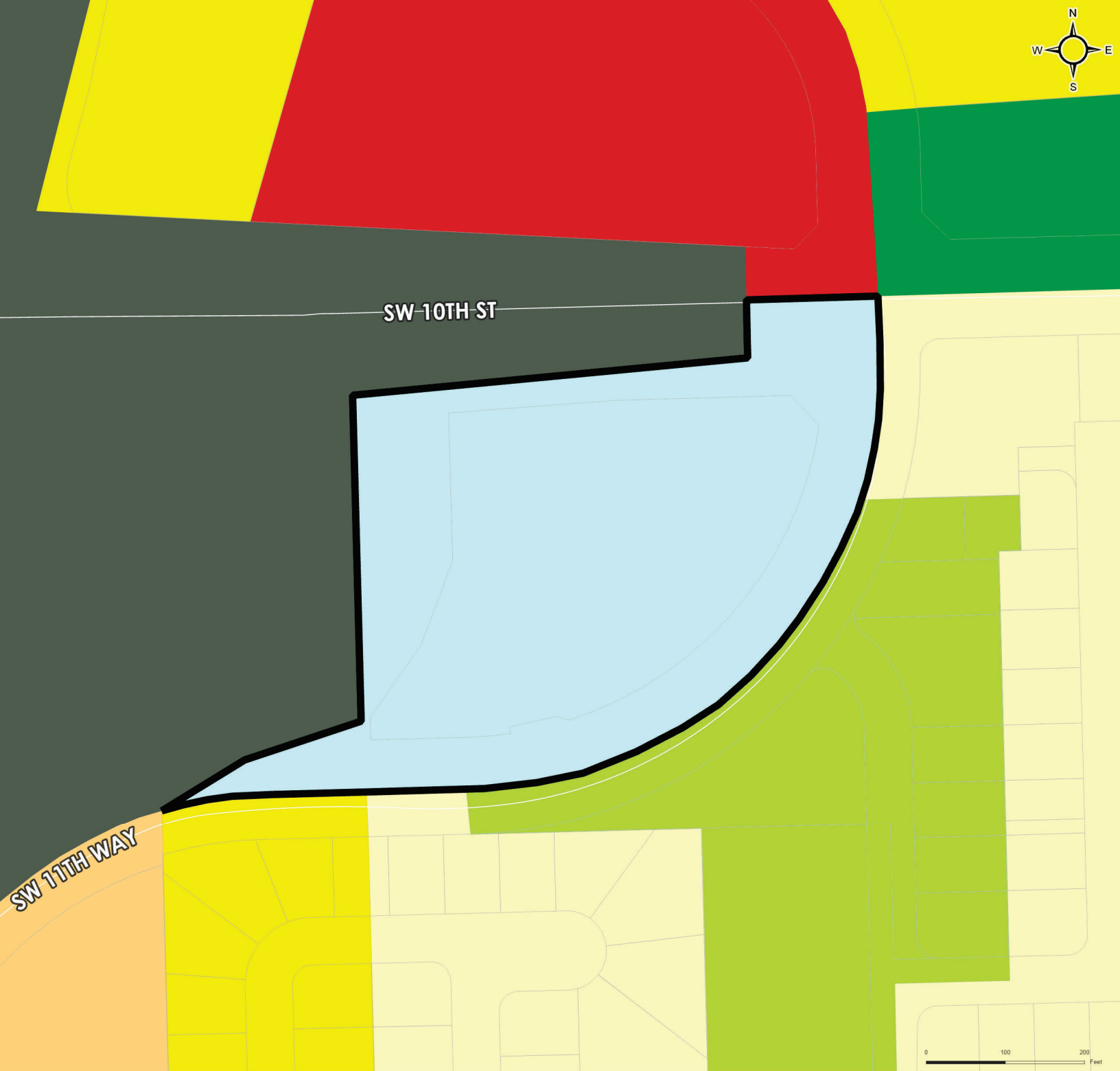
Project Coordinator | Capital Group

-

fcastro@capitalgroupusa.com

CapitalGroupUSA.com





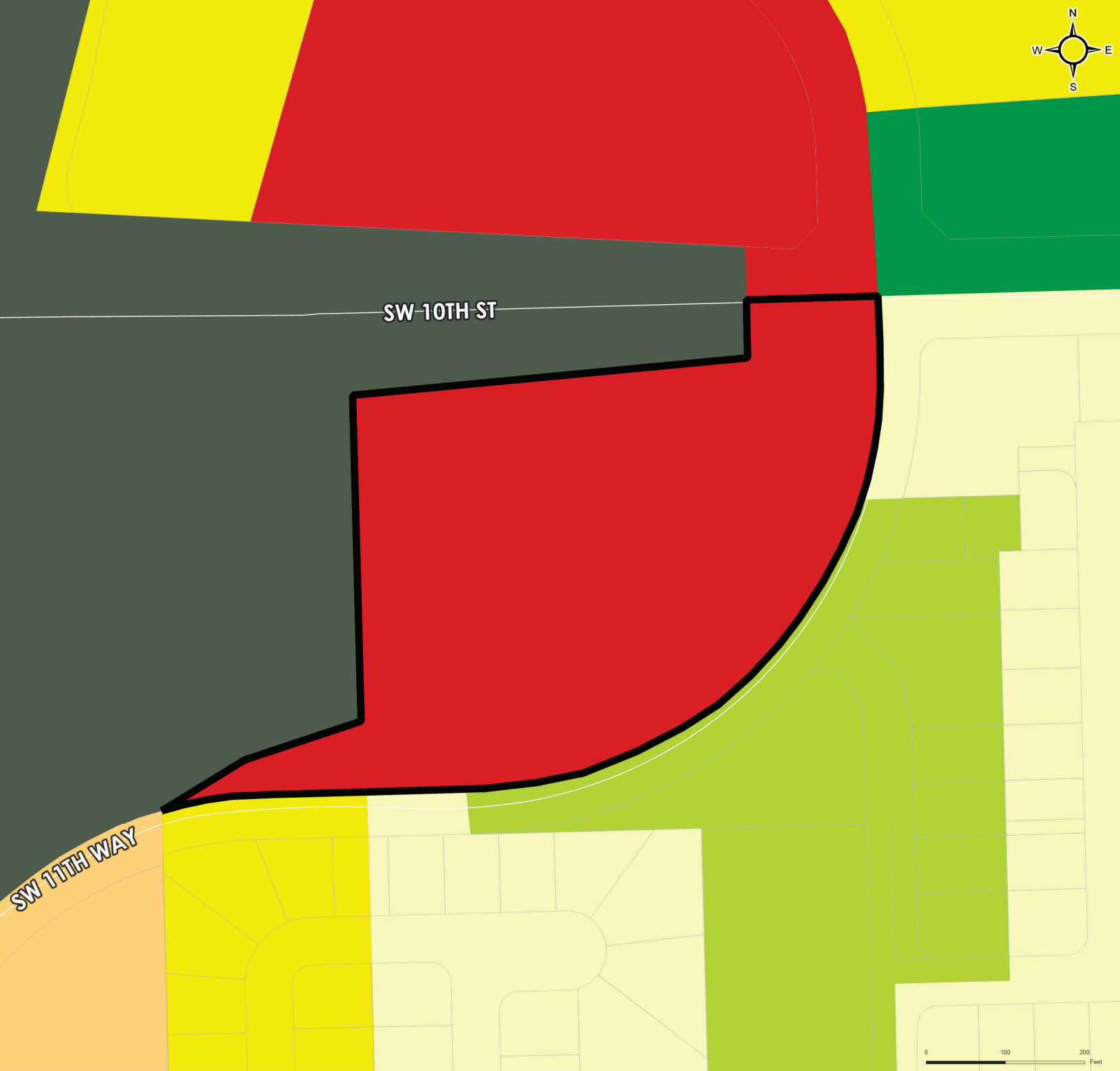
Future Land Use Categories

Commercial	Residential Moderate (10 DU/AC)	Recreation Commercial
Commercial 2	Residential Medium (15 DU/AC)	Recreation Open Space
Community Facility	Residential Medium (16 DU/AC)	Transportation
Conservation	Residential High (25 DU/AC)	York Residential Transit Oriented Development
Employment Center	Mixed Use Residential High (25 DU/AC)	Utility
Historic Place	Residential Irregular	Water
Industrial		Dashed Line Areas
Local Activity Center		Number in Circle = Maximum DU/AC
Office Park		
Residential Low (5 DU/AC)		



Existing Future Land Use Map 1045 SW 11th Way LUPA #67A

This map was created by the
City of Deerfield Beach GIS on 8/7/2026
and is subject to the City's legal disclaimer



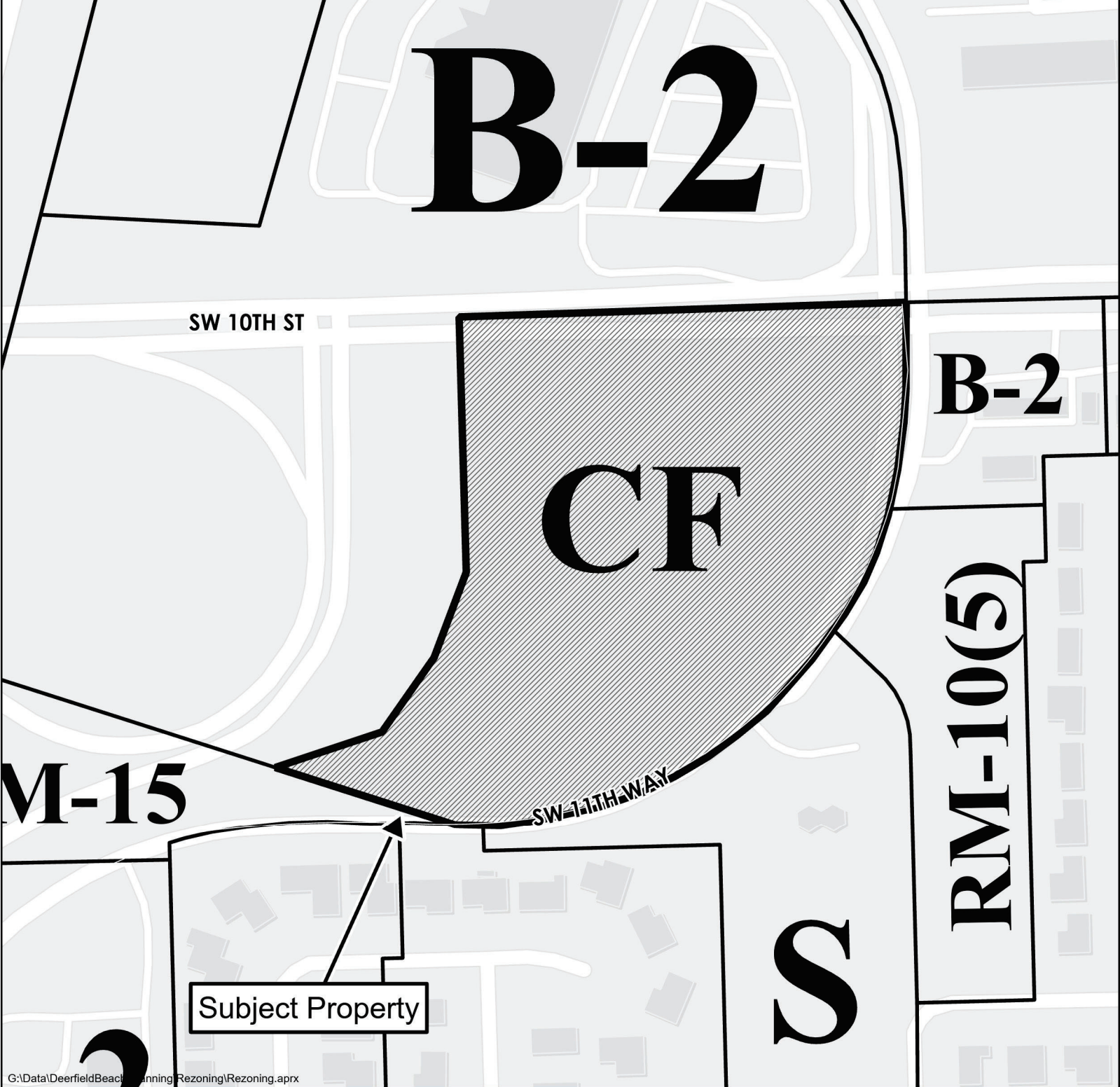
Future Land Use Categories

- | | | |
|---------------------------|---------------------------------------|---|
| Commercial | Residential Moderate (10 DU/AC) | Recreation Commercial |
| Commercial 2 | Residential Medium (15 DU/AC) | Recreation Open Space |
| Community Facility | Residential Medium (16 DU/AC) | Transportation |
| Conservation | Residential High (25 DU/AC) | York Residential Transit Oriented Development |
| Employment Center | Mixed Use Residential High (25 DU/AC) | Utility |
| Historic Place | Residential Irregular | Water |
| Industrial | | Dashed Line Areas |
| Local Activity Center | | Number in Circle = Maximum DU/AC |
| Office Park | | |
| Residential Low (5 DU/AC) | | |



Proposed Future Land Use Map 1045 SW 11th Way LUPA #67A

This map was created by the
City of Deerfield Beach GIS on 8/7/2026
and is subject to the City's legal disclaimer



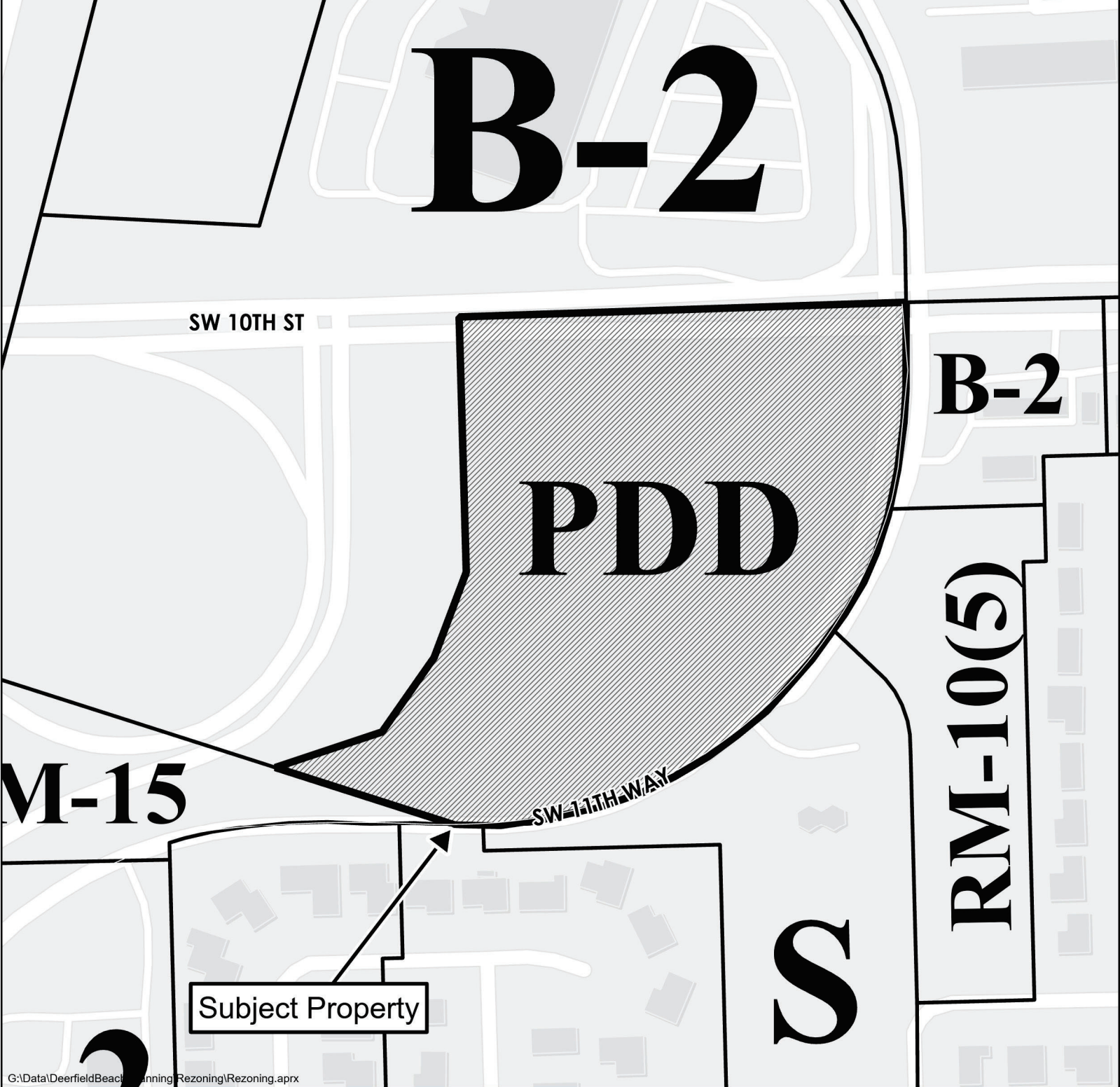
Existing Zoning Map

Rezoning Application 26-R-211

1045 SW 11 WAY

For additional information
call the Planning Department at 954-250-4124
or visit www.deerfield-beach.com/1554/Meetings-Agendas





Proposed Zoning Map
Rezoning Application 26-R-211

1045 SW 11 WAY

For additional information
call the Planning Department at 954-250-4124
or visit www.deerfield-beach.com/1554/Meetings-Agendas



DEERFIELD BEACH CITY CENTER

1045 SW 11TH WAY
DEERFIELD BEACH, FL 33441



BUILDING CODE SUMMARY

Name of Project: DEERFIELD BEACH CITY CENTER
Proposed Use: MIXED-USE
Address: 1045 SW 11TH WAY, DEERFIELD BEACH, FL 33441
City: DEERFIELD BEACH
County: BROWARD
Code Enforcement Jurisdiction: City of Deerfield Beach
LEAD DESIGN PROFESSIONAL:
DESIGNER: FRMA
LICENSE # 000013457
PHONE # 954.724.0200
FAX # 954.724.0200
APPLICABLE CODES:
CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE

PROJECT DESCRIPTION - SCOPE OF WORK

THE PROPOSED DEVELOPMENT IS A PUBLIC-PRIVATE PARTNERSHIP (P3) MIXED-USE DEVELOPMENT. THE DEVELOPMENT WILL BE SITUATED WEST OF FAU RESEARCH BOULEVARD EAST OF INTERSTATE 95, AND SW 11TH WAY IN THE CITY OF DEERFIELD BEACH. THE APPLICANT IS PURSUING LAND USE AND ZONING CHANGES AND SITE PLAN APPROVALS ON BEHALF OF THE CITY, WHICH IS THE PROPERTY OWNER.
THE PROJECT INVOLVES THE REDEVELOPMENT OF A VACANT, CITY-OWNED LAND SITUATED WEST OF FAU RESEARCH BOULEVARD EAST OF INTERSTATE 95, AND SW 11TH WAY IN THE CITY OF DEERFIELD BEACH. THE APPLICANT IS PURSUING LAND USE AND ZONING CHANGES AND SITE PLAN APPROVALS ON BEHALF OF THE CITY, WHICH IS THE PROPERTY OWNER.
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THE PROJECT INVOLVES THE REDEVELOPMENT OF A VACANT, CITY-OWNED LAND SITUATED WEST OF FAU RESEARCH BOULEVARD EAST OF INTERSTATE 95, AND SW 11TH WAY IN THE CITY OF DEERFIELD BEACH. THE APPLICANT IS PURSUING LAND USE AND ZONING CHANGES AND SITE PLAN APPROVALS ON BEHALF OF THE CITY, WHICH IS THE PROPERTY OWNER.

LEGAL DESCRIPTION:

1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
COLONIAL LAND DEVELOPMENT, INC. A
SEE SURVEY FOR COMPLETE LEGAL DESCRIPTION
TEAM
ARCHITECT: CIVIL ENGINEER
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
DEVELOPER: LANDSCAPE ARCHITECT
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441

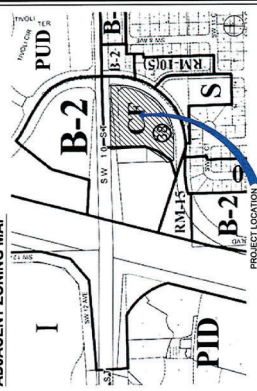
INDEX SHEET

SHEET #	TITLE
A-001	CONCEPTUAL MASTER PLAN
A-100	PROPOSED CONCEPTUAL MASTER PLAN

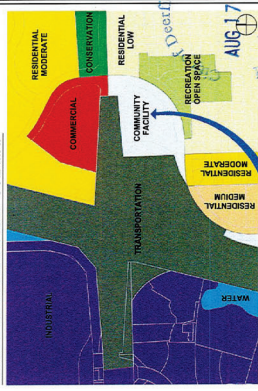
ADJACENT ZONING MAP



ADJACENT ZONING MAP



ADJACENT FUTURE LAND USE MAP



GHA
HERBERT ARCHITECTS
1045 SW 11TH WAY
DEERFIELD BEACH, FL 33441
P: 954.724.0200
F: 954.724.0200



DEERFIELD BEACH
CITY CENTER

1045 SW 11TH WAY
DEERFIELD BEACH, FL 33441



CITY OF DEERFIELD BEACH
DESIGNATED PROJECT, FL 33441

No.	Date	Description
1	02-24-2006	PRELIMINARY
2	04-09-2006	REVISION
3	08-11-2006	REVISION

CONCEPTUAL
MASTER PLAN

04-09-2006
(PROJECT NUMBER)

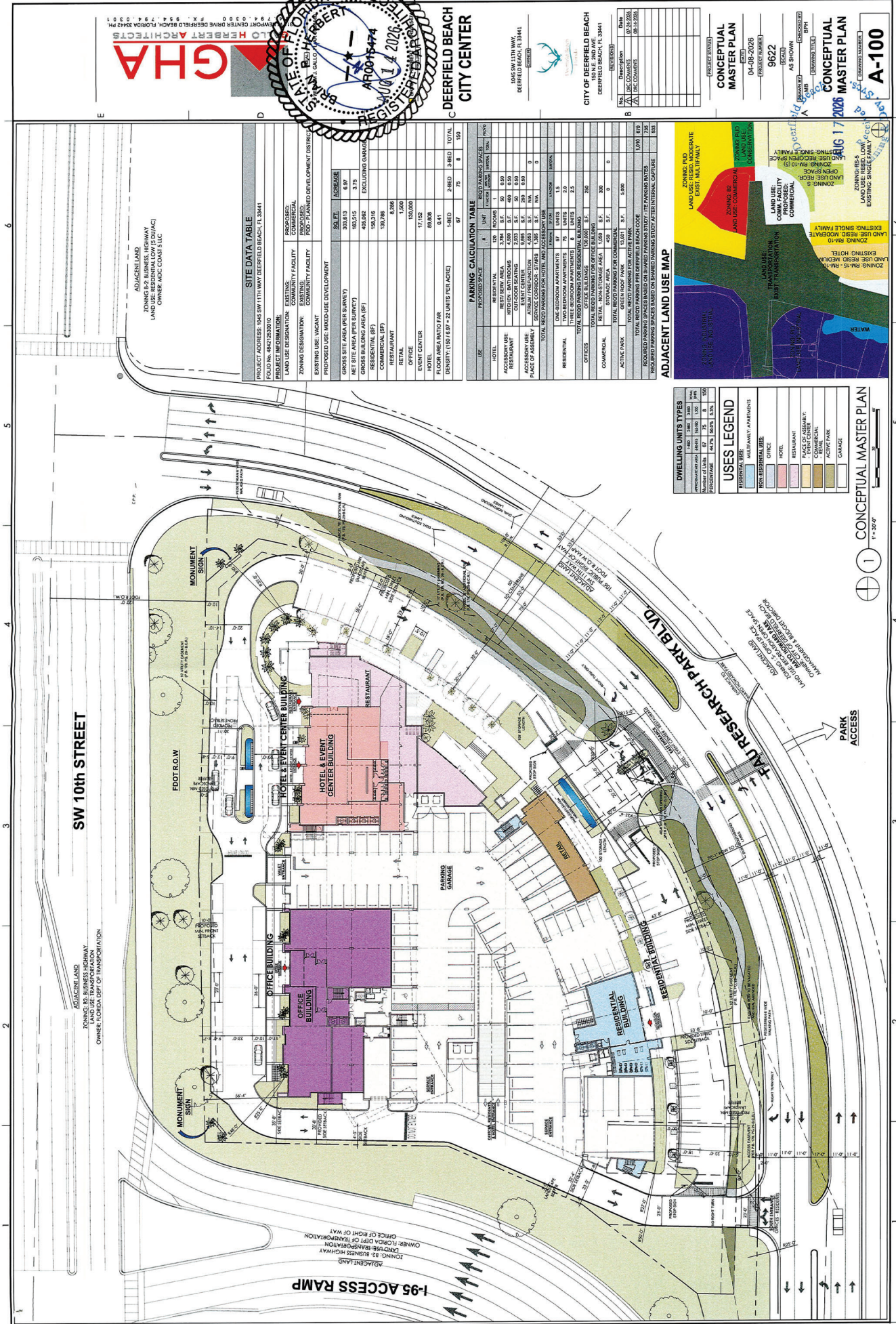
9622
(SHEET NUMBER)

AS SHOWN
(CHECKED BY)

COVER, PROJECT
INFORMATION, INDEX
AND LOCATION MAP

AUG 17 2006
(DATE)

A-001
(SHEET NUMBER)



SITE DATA TABLE

PROJECT ADDRESS	1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
PROJECT NO.	48421000010
PROPOSED ZONING	COMMUNITY FACILITY
PROPOSED USE	COMMUNITY FACILITY
EXISTING ZONING	COMMUNITY FACILITY
EXISTING USE	COMMUNITY FACILITY
PROPOSED USE	MIXED-USE DEVELOPMENT

PARKING CALCULATION TABLE

USE	TYPE	AREA (SQ. FT.)	SPACES	TYPE	AREA (SQ. FT.)	SPACES
HOTEL	RESIDENTIAL	100,000	100	RESIDENTIAL	100,000	100
OFFICE	OFFICE	100,000	100	OFFICE	100,000	100
RESTAURANT	RESTAURANT	100,000	100	RESTAURANT	100,000	100
RESIDENTIAL	RESIDENTIAL	100,000	100	RESIDENTIAL	100,000	100
COMMERCIAL	COMMERCIAL	100,000	100	COMMERCIAL	100,000	100
ACTIVE PARK	ACTIVE PARK	100,000	100	ACTIVE PARK	100,000	100
TOTAL	TOTAL	100,000	100	TOTAL	100,000	100

ADJACENT LAND USE MAP

LAND USE	RESIDENTIAL MODERATE DENSITY
LAND USE	COMMUNITY FACILITY
LAND USE	COMMERCIAL
LAND USE	INDUSTRIAL
LAND USE	WATER

CONCEPTUAL MASTER PLAN

PROJECT NO.	48421000010
PROJECT NAME	DEERFIELD BEACH CITY CENTER
PROJECT ADDRESS	1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
PROJECT DATE	04-08-2016
PROJECT STATUS	9622
PROJECT TYPE	AS SHOWN
PROJECT SCALE	1" = 30' 0"
PROJECT SHEET	1
PROJECT TOTAL	1

A-100



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-521

Agenda Date: 9/14/2026

Status: PUBLIC HEARINGS – FIRST
READINGS

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 3.75 NET ACRES OF LAND LOCATED AT 1045 SW 11TH WAY FROM COMMUNITY FACILITIES (CF) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 26-R-211); PROVIDING FOR A MAXIMUM OF 150 WORKFORCE HOUSING DWELLING UNITS AND 120 HOTEL UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and transmit to Broward County

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

MBA Development Partners of Florida, LLC, the contract purchaser, is seeking a rezone for the 3.75 net-acre vacant parcel from Community Facilities (CF) to Planned Development District (PDD) with an allocation of 150 dwelling units and an associated Conceptual Master Plan for the future development of a mix of uses, including workforce housing, a hotel, commercial space, green space, and other public amenities.

On March 7, 2023, the City Commission of the City of Deerfield Beach approved a Purchase and Sale agreement with MBA Development Partners of Florida, LLC for the sale of city-owned property located at 1045 SW 11th Way, subject to referendum approval.

On March 14, 2023, the voters of the City of Deerfield Beach approved a referendum allowing the City of Deerfield Beach to sell the Property for the purpose of creating a multi-use development with workforce housing, retail and restaurant space, a hotel, green space, and other public amenities.

Submitted with this request are concurrent requests for a Small-Scale Land Use Plan Amendment LUPA (#67A) from Community Facilities to Commercial, and a plat note amendment. A separate application for site plan approval is required, which will provide further details with respect to the design, layout, and density of the proposed development parcel.

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

On September 3, 2026, this item was heard and recommended for approval by the Planning and Zoning Board.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 3.75 NET ACRES OF LAND LOCATED AT 1045 SW 11TH WAY FROM COMMUNITY FACILITIES (CF) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 26-R-211); PROVIDING FOR A MAXIMUM OF 150 WORKFORCE HOUSING DWELLING UNITS AND 120 HOTEL UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City of Deerfield Beach Code of Ordinances, is authorized and empowered to consider applications related to zoning and land development orders; and

WHEREAS, on _____, 2026, the City Commission approved Land Use Plan Amendment Application #67A approving the change in land use of approximately 3.75 net acres of land located at 1045 SW 11th Way, Deerfield Beach, Florida from Community Facilities to Commercial; and

WHEREAS, MBA Development Partners of Florida, LLC (the “Applicant”) has applied for a rezoning of approximately 3.75 net acres of land legally described as DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A, as more specifically described in the file, and located at 1045 SW 11th Way, Deerfield Beach, Florida (collectively, the “Property”) (Application #26-R-211) from Community Facilities (CF) to Planned Development District (PDD) (the “Rezoning”); and

WHEREAS, as required by Section 98-68 “PDD, planned development district” of the City’s Land Development Code (the “Code”), the Rezoning application includes a statement of need, conceptual master plan, and proposed property development requirements and is subject to execution of a Development Agreement in compliance with the Code; and

WHEREAS, the Applicant has submitted a master conceptual plan that demonstrates development of the Property into a mixed-use development consisting of an apartment building of 150 multi-family workforce housing residential units, a 120 unit hotel, commercial space, green space, and other public amenities, with an attached garage and associated on-site and off-site improvements (the “Development”); and

WHEREAS, the Rezoning application is being processed concurrently with a Land Use Plan Amendment Application (Application #67A) and Plat Application (Application #25-P-249), seeking plat approval of the proposed Development of the Property, along with a request for the allocation of 150 residential flex units (the “Flex Units Request”); and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on September 3, 2026, as required by Florida Statutes, and recommended approval; and

WHEREAS, the notice and hearing requirements have been satisfied; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties, and the criteria in Section 98-68(g) of the Code, and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the proposed Rezoning, together with the Flex Units Request, is consistent with the City of Deerfield Beach Comprehensive Plan designation of Commercial for the Property; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to Rezone the Property to Planned Development District (PDD).

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

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

Section 2. The Rezoning of the Property from Community Facilities (CF) to Planned Development District (PDD) is hereby approved, subject to the following conditions all of which shall be satisfied by the Applicant prior to the issuance of any building permit: (i) the conditions set forth in the DRC report, dated September 3, 2026, and (ii) execution, and the recording in the public record, of a Development Agreement, in a form approved by the City Attorney, in compliance with Section 98-68 of the Code and providing at a minimum for all of the following:

1. On Site Park. Developer shall construct and maintain a public park with walking paths and landscaping to be located above the garage structure on the Property (the “On-Site Park”).
2. Public Access Easement(s). Developer shall execute and record in the public records of Broward County a public access easement, in a form acceptable to the City Attorney, to provide for public access to the On-Site Park and the sidewalk and elevator and stairway access areas on the Property that connect to the On-Site Park.
3. Workforce Housing. The residential units on the Property shall be limited to no more than 150 units, which shall include units that shall be restricted to workforce housing units in accordance with applicable law.
4. Mayo Howard Park Improvements. Developer shall construct park improvements to be located at Mayo Howard Park in accordance with the specifications and in the locations set forth in the Park Improvement Plan approved by the City (the “Mayo Howard Park Improvements”). Developer shall be responsible for a minimum of the first \$3,000,000 of the cost of the design and construction of the Mayo Howard Park Improvements (inclusive of a 6% Developer’s fee). Developer shall commence performing the Mayo Howard Park Improvements within 30 days after the closing transaction contemplated in the Purchase and Sale Agreement for the Property and the issuance of the required permit(s) from the City to enable Developer to commence the improvements. Developer shall diligently pursue the Mayo Howard Park Improvements to completion.

5. SW 11th Way Road Improvements. Developer shall contribute a minimum total of \$4,000,000 to the City to be used for the planned Roadway Improvement Project for the corridor on SW 11th Way between SW 10th Street and NE 48th Street. \$2,000,000 shall be paid to the City prior to the issuance of the certificate of occupancy (or temporary certificate of occupancy) for the last floor of the Residential or Commercial component of the Development, whichever is completed first, according to the approved Site Plan, and (ii) an additional \$2,000,000 shall be paid to the City prior to the earlier to occur of the following (a) issuance of the temporary certificate of occupancy for the last floor of the Development, according to the approved Site Plan, or (b) 48 months after final, non-appealable approval of the Site Plan.
6. Public Art. Developer shall provide for public art at a minimum of three locations on the Property in accordance with Sections 14-131 through 14-138 of the City Code.
7. Maintenance of FDOT ROW. Upon completion of the I-95 Interchange and SW 10th Street improvements in the areas immediately adjacent to the Property, Developer shall use best efforts to enter into an agreement with FDOT for Developer to install, at Developer's sole expense, additional landscaping and fencing in the FDOT owned rights-of-way to the north and west of the Property and for Developer to maintain the landscaping and fencing at Developer's sole expense.
8. Compliance with the PDD property development regulations approved as part of this Rezoning application and that are specific to this Property.

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

Section 4. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. This Ordinance shall be in full force and effect immediately upon its passage and adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2026.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC NOTICE
APPLICATION NO.
LUPA #67A/ 26-R-211/ 25-P-249

August 12, 2026

Dear Property Owner:

This is to notify you that the **PLANNING AND ZONING BOARD** of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

Deerfield Beach Mixed Use Development
MBA Development Partners of Florida LLC (Applicant)
City of Deerfield Beach (Owner)

Seeking a Small-Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on 3.75 net acres from Community Facilities to Commercial.; with associated requests for a rezone from Community Facilities (CF) to Planned Development District (PDD) including an allocation of 150 flex units; and a Plat Note Amendment, to allow for a future mixed-use development, including multi-family residential, hotel, commercial space, and other public amenities. The property is described as DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A, more particularly described in the file, and located at **1045 SW 11th Way**.

A public hearing will be held on **THURSDAY, September 3, 2026, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441**. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 250-4124.

Any person wishing to appeal any decision made by the Planning and Zoning Board with respect to any of the above, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The above notice is required by State Law (FS 286.0105.) **Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed in order to appeal any decision of the Board. If anyone requires auxiliary aids for communication, please call (954) 250-4124.

Ramsay Bulkeley, Esq.
Director of Planning & Development Services

500ft Public Notification Boundary

SW 10TH ST RAMP

195

ACCESS RD

SW NATURA BLVD

TIVOLI CIR

SW 10TH ST

195 RAMP

SW 10TH CT

SW 11TH WAY

SW 11TH CT

SW 11TH AVE

SW 10TH TER

SW 9TH AVE

SW 12TH

Subject Property

G:\Data\Deerfield Beach\Planning\Notification Maps\Notification Maps 2026\Notification Maps 2026.aprx



or visit www.deerfield-beach.com/1554/Meetings-Agendas Page 443 of 1167





Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No. LUPA #67A, 26-R-211, 25-P-249

Applicant: MBA Development Partners of Florida, LLC

Requested Action/Description: Seeking a Small-Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on 3.75 net acres from Community Facilities to Commercial; with associated requests for a rezone from Community Facilities (CF) to Planned Development District (PDD) with an allocation of 150 flex units, and a Plat Note Amendment; to allow for the future development of a mix of uses, including multi-family residential, hotel, commercial space, and other public amenities.

Location: 1045 SW 11th Way
(Folio # 484212530010)

Legal Description: DEERFIELD BEACH FAU-PLAT 2
178-29B PARCEL A

Size: 6.99 acres (gross) / 3.75 acres (net)

Existing Zoning: CF Community Facilities

Proposed Zoning: PDD

Existing Land Use: Vacant

Future Land Use Plan Designation: Community Facilities

Surrounding Land Use and Zoning:

	<u>Existing Land Use</u>	<u>Zoning</u>
North:	Commercial	B-2, Business Highway
East:	Residential Low, Recreation Open Space	B-2, Business Highway/RM- 10(5), Residence Multifamily
South:	Residential Low, Residential Moderate	RM-10(5), Residence Multifamily, RS5, Single Family
West:	Transportation	B-2 Business Highway

Applicable Regulations: Deerfield Beach Land Development Code

Plat Restrictions:

This Plat is restricted to 100,000 square feet of research and development park; banks, and commercial/retail uses are not permitted without the approval of the Board of County Commissioners, who shall review and address these uses for increased impacts.

Proposed:

This Plat is restricted to 150 multi-family residential units, a hotel with 120 rooms with an event center, and 143,256 square feet of office and commercial uses.

Department Comments & Requirements

REQUEST:

- Seeking a Small-Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on 3.75 net acre vacant parcel from Community Facilities to Commercial; with associated requests for a rezone from Community Facilities (CF) to Planned Development District (PDD) with allocation of 150 flex units; and a Plat Note Amendment, to allow for a future development of a mix of uses, including multi-family residential, hotel, commercial space, and other public amenities.

BACKGROUND:

MBA Development Partners of Florida LLC ("Applicant") is the contract purchaser of the 3.75-acre vacant city-owned property at 1045 SW 11th Way ("Property"), and seeks to amend the City's Future Land Use Map to change the designation, rezone the property and amend the Plat Note restriction to allow for a future development and use of the property with a mix of uses, including workforce housing, hotel, commercial space, and other public amenities.

On March 7, 2023, the City Commission of the City of Deerfield Beach approved a Purchase and Sale agreement with MBA Development Partners of Florida, LLC for the sale of city-owned property located at 1045 SW 11th Way, subject to referendum approval.

On March 14, 2023, the voters of the City of Deerfield Beach approved a referendum allowing the City of Deerfield Beach to sell the Property for the purpose of creating a multi-use development with workforce housing, retail and restaurant space, a hotel, green space, and other public amenities.

Submitted with the request for a rezone to the PDD zoning district is a Conceptual Master Plan identifying the layout of the site with three (3) 14-story towers for residential, hotel, and commercial use; two ingress/egress points and on-site parking within a parking garage.

As part of the requirements of the LUPA, the applicant is required to submit a traffic analysis, which is attached as Applicant Exhibit G. A separate application for site plan approval will be required, along with an additional traffic impact study.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land, site plan, plat, or building permit shall be approved that does not comply with the goals, objectives, and policies of the Deerfield Beach Comprehensive Plan. The existing Future Land Use (FLU) Map designation identifies the site as Community Facilities. However, submitted with this instant application request is a request for a Future Land Use Plan Amendment to Commercial (67A). Further, the referendum approved in March 2023 is for the development of the property as a multi-use development. As such, the proposed Plat Note Amendment meets Goal FLU1.0 *"Ensure that development and redevelopment occurring in the City achieves and maintains a functional mix of residential, commercial, industrial, and recreational land uses."* The proposed Plat Note Amendment will allow for the development of a mix of uses, consistent with the approved referendum.
2. Land Development Requirements: The existing property is zoned CF, Community Facilities, and is requesting a rezone to PDD, Planned Development District. Pursuant to the City of Deerfield Beach Land Development Requirements, the proposed PDD shall conform to the purpose and intent of the PDD district; to enable quality development for properties that, due to the size or characteristics of the property, other implements of zoning regulation provided in the Land Development Code would result in under-utilized or under-developed property. The site must demonstrate that they have unique property considerations, and that rezoning the property to the PDD would provide a public benefit that would not otherwise be permitted if all regulations governing the land use and development of the site had to be met. In March of 2023, the City Commission of the City of Deerfield Beach entered into a Public Private Partnership (P3) agreement for the sale of the approximate 3.75 net-acre property subject to referendum. Following the P3 agreement, in March 2023, City of Deerfield Beach voters approved a referendum for the purpose of creating a multi-use development with workforce housing, retail and restaurant space, a hotel, green space, and other public amenities. The unique property considerations as stated above meet the purpose and intent of the PDD district.
3. Land Development Requirements: Pursuant to the City of Deerfield Beach Land Development Requirements, per Section 98-17 (13), the City of Deerfield Beach shall approve no plat, site plan, or building permit until it has made the following determinations:

- a. *Platting*; the platting requirements as set forth in the City's adopted comprehensive plan and Broward County Land Use Plan have been met. A concurrent Plat Note Amendment Application has been submitted to Broward County, and the proposed Plat Note language has been reviewed and confirmed by Broward County.

SUMMARY:

Staff's review of application LUPA #67A, Rezone application 26-R-211, and Plat Note Amendment application 25-P-249 has found that the proposed project is consistent with the goals, objectives, and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

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



DEVELOPMENT PLAN APPLICATION

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: Deerfield City Center

Property Owner: City of Deerfield Beach

Applicant (if different from Owner): MBA Development Partners of Florida LLC

Agent (if different from Owner/Applicant): _____

Address of Property: 1045 SW 11th Way, Deerfield Beach, FL, 33441

Legal Description of Property (lot, block, tract, subdivision): Deerfield Beach FAU - Plat 2, Parcels A & B

Description of Project: The project is a mixed-use development comprising up to 150 residential units, a hotel with up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

New Development (Y/N): Yes

Zoning District: CF - Community Facility

Existing Use: CF - Community Facility

Lot Area (acres): 3.75

Sq. Ft. of Structure (existing): _____

Modification to Existing Development (Y/N): No

Future Land Use Category: Commercial

Proposed Use: Mixed-Use (PDD)

Number of Dwelling Units (proposed): 150

Sq. Ft. of Structure (proposed): 690,155

Agent Signature: _____

Name Printed: Juan Carlos Ayala

Address: 55 NE 5TH AVENUE SUITE 501 BOCA RATON, FL 33486

Telephone: 305 9968 9493

Email: jcajala@capitalgroupusa.com

Owner Signature: _____

Name Printed: Rodney Brimlow

Address: 150 NE 2ND AVE, DEERFIELD BEACH, FL 33441

Telephone: 954 250 4069

Email: rbrimlow@deerfield-beach.com

INTERNAL USE ONLY:

SUBMITTAL DATE: _____

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

Total Fees Paid: _____

Cost Recovery

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



DISCLOSURE AFFIDAVIT

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

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

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

A. Shall not induce, attempt to offer, solicit or knowingly assist any person in violating the Ethics Code.

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

(Attach additional sheets as needed for each item.)

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

11/4/22 - Michael Hrdak Campaign - \$500 - , 11/4/24 Daniel Shanetzy

Campaign - \$500 - , 11/19/24 - Todd Drosky Campaign - \$500 -

1/16/25 - Tom Platt Campaign \$500 - , 1/16/25 - Todd Drosky Campaign \$500 -

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

NA

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

N/A

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

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

I, Alex Lazowick, 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 9th day of April, 2024 by Alex Lazowick (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 12-5-26

Commission No.: _____



SHEKINAH WEBER
Notary Public
State of Florida
Comm# HH338288
Expires 12/5/2026

(Signature of Notary Public - State of Florida)

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



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(Attach additional sheets as needed for each item.)

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None

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

None

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

None

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
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- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Brian P. Herbert, have received a copy of the ordinance and understand the ordinance requirements.

Applicant


Signature

04/09/2026

Date

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

notarization, this 9 day of APRIL, 2026 by

Brian P. Herbert (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____




(Signature of Notary Public - State of Florida)

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



DISCLOSURE AFFIDAVIT

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

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

(Attach additional sheets as needed for each item.)

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

None

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

None

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

None

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

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

I, Juan Carlos Ayala, 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 9 day of April, 2026 by

Juan Carlos Ayala (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____



(Signature of Notary Public - State of Florida)

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

From:

**Rodney Brimlow
City Manager
City of Deerfield Beach
150 NE 2nd Ave, Deerfield Beach FL 33441**

April 7, 2026

To:

**MBA Development Partners of Florida, LLC
55 NE 5th Ave
Suite 501
Boca Raton, FL 33486**

RE: Agent Authorization Letter – Plat Note Amendment

The City of Deerfield Beach, as the legal owner of the property located at 1045 SW 11th Way, Deerfield Beach, Florida, hereby authorizes MBA Development Partners of Florida, LLC to act as its designated agent in all matters related to the processing of a Plat Note Amendment for the aforementioned property.

This authorization grants MBA Development Partners of Florida, LLC full authority to prepare, submit, and coordinate all applications, documents, and supporting materials required for the Plat Note Amendment process. The agent is further authorized to communicate, coordinate, and respond on behalf of the property owner with all relevant governmental agencies, departments, and reviewing authorities, including but not limited to planning, zoning, engineering, and development services.

MBA Development Partners of Florida, LLC is empowered to act on behalf of the City of Deerfield Beach throughout the duration of this process, including addressing review comments, attending meetings or hearings, and executing necessary documentation associated with the application, as permitted by applicable regulations.

This authorization shall remain in effect until the completion of the Plat Note Amendment process, unless otherwise revoked in writing by the City of Deerfield Beach.



Rodney Brimlow
City Manager
City of Deerfield Beach



Juan Carlos Ayala, PMP®, AIA, LEED AP
Director of Development - P3 Projects
MBA Development Partners of Florida, LLC

AFFIDAVIT TO AUTHORIZE AGENT

FROM:

Rodney Brimlow
City Manager
(954) 250-4069
150 NE 2nd Ave, Deerfield Beach, FL 33441

TO:

Juan Carlos Ayala
Director of Development
(305) 968-9493
55 NE 5th Ave, Boca Raton, FL 33432



I, Rodney Brimlow, acting in my capacity as City Manager, being duly sworn, hereby appoint Juan Carlos Ayala as my authorized agent to act on my behalf in matters related to development applications, coordination, and representation before applicable governmental agencies, including but not limited to Broward County and associated municipalities.

The authorized agent is granted full authority to submit applications, respond to comments, coordinate with reviewing agencies, and execute documents as required in connection with the processing of development-related approvals.

Rodney Brimlow

Date: 4/9/2026

I, Juan Carlos Ayala, hereby accept the appointment as Agent.

Juan Carlos Ayala

Date: April 09, 2026

NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of April, 2022, by Rodney Brimlow.

He/she ☒ is personally known to me or ☐ has produced _____ as identification.

Name of Notary Typed, Printed or Stamped

Signature of Notary Public – State of Florida

Notary Seal (or Title or Rank)

Serial Number (if applicable)

Owner Affidavit / Letter of Authorization

City of Deerfield Beach
Planning & Development Services
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Public Works and Environmental Services Department
Housing and Urban Planning Division
1 N. University Drive, Box 102A
Plantation, FL 33324

**RE: City of Deerfield Beach
1045 SW 11th Way**

Folio(s): 484212530010, 484212530020

To Whom It May Concern:

State of Florida
County of Broward

I, Rodney Brimlow, am the authorized agent of **City of Deerfield Beach Management & Budget Director**, ("Owner") the owners of the property located at 1045 SW 11th Way, Deerfield Beach FL, also described in the legal descriptions below:

PARCEL NO.1 (FOLIO: 484212530010)
DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A

PARCEL NO.2 (FOLIO: 484212530020)
DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL B

We hereby authorize KEITH, Becker Law and MBA Development Partners of Florida, LLC to act on our behalf to submit all applications necessary for entitlement and development related issues.

Signature of owner/agent



Print Name

Rodney Brimlow

Sworn and subscribed before me this 9 day of April, 2026

- ☒ He/She is personally know to me or
☐ Has presented identification
☐ Online notarization

Signature of Notary Public



Print Name:

Date:

Emely Hernandez



www.KEITHteam.com

Witness Name:

Date:

Address:

Witness Name:

Date:

Address:



APPENDIX 1

BROWARD COUNTY PLANNING COUNCIL PLAN AMENDMENT REQUIREMENTS AND PROCEDURES

Broward County Land Use Plan Amendment Requirements

Amendments which are not within the rules of flexibility or more restrictive require amending the Broward County Land Use Plan. Amendments to the Broward County Land Use Plan must be approved by the Broward County Commission. Article 1 of the Administrative Rules Document: Broward County Land Use Plan details the procedures local governments must follow to amend the Broward County Land Use Plan. The following Exhibit identifies the materials which must be submitted to satisfy the Planning Council's application requirements for amendments to the Broward County Land Use Plan.

Exhibit "Application Checklist for Amendments to the Broward County Land Use Plan"

EXHIBIT

APPLICATION CHECKLIST FOR AMENDMENTS TO THE BROWARD COUNTY LAND USE PLAN

This application identifies the information required by the Broward County Planning Council and/or Florida Department of Economic Opportunity (DEO) Chapter 163, Florida Statutes, for processing amendments to the Broward County Land Use Plan.

All amendment requests must be accompanied by the appropriate fee and the materials identified on the attached application. Local governments must submit 3 hard copies and 3 digital copies (6 copies total) of the amendment application for the Broward County Planning Council. Complete applications must be submitted in accordance with the Planning Council's established submittal deadlines, as well as the County Commission requirements. The applicant shall be responsible for providing accurate information and sufficient data and analysis to enable the Planning Council staff to process the application. However, the acceptance of the application for processing shall not constitute an affirmation of the accuracy or completeness of the application.

Following each item on the checklist, identify the page/exhibit number where the item can be found. Please package the Broward County Planning Council and Department of Economic Opportunity submissions separately.

1. TRANSMITTAL INFORMATION

PAGE OR EXHIBIT #

A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

pg.4

B. Name, title, address, telephone number and e-mail address of the local government contact person.

pg.4

C. Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan amendment.

pg.4

D. Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.

pg.4

E. Whether the amendment is one of the following:

*Development of Regional Impact

*Small-scale development (Per Chapter 163.3187 Florida Statutes)

*Emergency (Please describe on separate page)

pg.5

2. APPLICANT INFORMATION

A. Name, title, address, telephone number and e-mail address of the applicant.

pg.5

B. Name, title, address, telephone number and e-mail address of the agent.

pg.5

	<u>PAGE OR EXHIBIT #</u>
C. Name, title, address, telephone number and e-mail address of the property owner(s).	pg.5
D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs).	pg.5
Planning Council staff may accept greater than two paragraphs, if submitted in an electronic format.	
3. <u>AMENDMENT SITE DESCRIPTION</u>	
A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.	pg.6
B. Sealed survey, including legal description of the area proposed to be amended.	pg.7
C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.	pg.7
4. <u>EXISTING AND PROPOSED USES</u>	
A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.	pg.7
B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.	pg.7
C. Existing use of amendment site and adjacent areas.	pg.7
D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.	pg.8
E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.	pg.8

5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan.

pg.9

2. Provide the adoption date of the local government's 10 Year Water Supply Facilities Plan.

pg.9

3. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

pg.9

4. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

pg.10

5. Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

pg.10

B. Sanitary Sewer Analysis

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

pg.11

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

pg.11

3. Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

pg.11

4. Correspondence from sanitary sewer provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

pg.11

C. Solid Waste Analysis

1. Provide the solid waste level of service per the adopted and certified local land use plan.

pg.12

2. Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

pg.12

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

pg.12

4. Correspondence from the solid waste provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

pg.12

D. Drainage Analysis

1. Provide the drainage level of service per the adopted and certified local land use plan.

pg.13

2. Identify the drainage district and drainage systems serving the amendment area.

pg.13

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

pg.13

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.

pg.13

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

pg.13

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties.

pg.13

The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

pg.13

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

pg.14

E. Recreation and Open Space Analysis

1. Provide the recreation and open space level of service per the adopted and certified local land use plan.

pg.15

2. For amendments which will result in an increased demand for “community parks” acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

pg.15

3. Identify the net impact on demand for “community parks” acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

pg.15

4. Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.

pg.16

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.

pg.17

F. Traffic Circulation Analysis

Please be advised, if required, that the Planning Council staff will request from the Broward Metropolitan Planning Organization (MPO), as per Policy 2.14.6 of the BCLUP, an analysis of the impacts of the amendment to the regional transportation network. The MPO will charge a separate cost-recovery fee directly to applicants for technical assistance requested by the Planning Council for the preparation and review of the land use plan amendment transportation analysis. Please contact the MPO for additional information regarding this fee.

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

pg.19

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long-range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.

pg.20

3. Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant may provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.

pg.20

4. Provide any relevant transportation studies relating to this amendment, as applicable.

pg.20

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.
2. Describe how the proposed amendment furthers or supports mass transit use.
3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

pg.21

pg.21

pg.21

H. Public Education Analysis

Please be advised that the Planning Council staff will request from The School Board of Broward County (SBBC), as per Policy 2.15.2 of the BCLUP, an analysis of the impacts of the amendment on public education facilities. Per SBBC Policy 1161, the applicant will be subject to a fee for the analysis and review of the land use plan application. The applicant should contact the Growth Management Section of the SBBC to facilitate this review and determine the associated fees.

1. Public School Impact Application.
2. The associated fee in the form of a check made payable to the SBBC.

pg.22

pg.22

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.
- B. Archaeological sites listed on the Florida Master Site File.
- C. Wetlands.

pg.22

pg.23

pg.23

	<u>PAGE OR EXHIBIT #</u>
D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.	<u>pg.23</u>
E. Priority Planning Area map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.	<u>pg.23</u>
F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.	<u>pg.23</u>
G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.	<u>pg.24</u>
H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.	<u>pg.24</u>
I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.	<u>pg.24</u>
J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.	<u>pg.24</u>
7. <u>AFFORDABLE HOUSING</u>	
Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.	<u>pg.24</u>
8. <u>LAND USE COMPATIBILITY</u>	
Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.	<u>pg.25</u>

9. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

pg.25

10. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

pg.26

11. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments.

pg.26

12. PUBLIC OUTREACH

Describe how the applicant and/or local government notified and coordinated with adjacent property owners, master associations, homeowner associations, etc.

pg.26

13. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

pg.26

14. ADDITIONAL SUPPORT DOCUMENTS

A. Other support documents or summary of support documents on which the proposed amendment is based.

pg.28

B. Any proposed voluntary mitigation or draft agreements. (Please note that an Ownership and Encumbrance Report will be required prior to the recordation of any Declaration of Restrictive Covenants that fulfill voluntary mitigation or commitments.)

pg.28

15. **PLAN AMENDMENT COPIES**

Provide 3 hard copies and 1 digital copy (4 copies total) of the amendment application.



For Office Use Only
Application No.: _____
Submittal Date: _____

ATTACHMENT E APPLICATION FOR REZONING

Pursuant to Code Section 98-12.

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

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

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 Plan Application Form*)
- **Application Processing Fee** (*See fee schedule*)
- **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- **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.
- **(2) 24"x 36" and (1) 11"x 17" Copies of Current & Up-to-Date Boundary Survey** meeting the requirements of Code Section 98-13(8)(b).
- **One (1) Digital CD** of required submittals listed above must be provided.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

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.

**THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT A SPECIFIC STATEMENT IN
RESPONSE TO EACH OF THE REQUIREMENTS ON THE FOLLOWING PAGES**

A. PROPOSED REZONING

Current Zoning District(s): CF Proposed Zoning District(s): PDD

Site Area (Gross Acres): 6.99

Is this request in connection to a Development Plan Application? ☒ Yes ☐ No

Reason for the requested rezoning: _____

On behalf of the Applicant, MBA Development Partners of Florida, LLC, and the property owner, City of Deerfield Beach, KEITH respectfully requests approval of a rezoning of approximately 3.75 acres (163,515 square feet) from the existing Community Facilities (CF) zoning district to a Planned Development District (PDD). The subject property is located at 1045 SW 11th Way, within the City of Deerfield Beach, Broward County, Florida.

The requested rezoning is necessary to facilitate the implementation of a mixed-use Public Private Partnership (P3) redevelopment project authorized by the City Commission through Resolution No. 2023 048. That resolution approved a Purchase and Sale Agreement authorizing the Applicant to pursue land use, zoning, plat, and site plan approvals on behalf of the City. The Planned Development District (PDD) zoning designation is required to accommodate the integrated, vertically, mixed-use, and master planned nature of the proposed redevelopment, which includes civic, office, residential, hotel, event, and supporting commercial uses.

The subject property is currently designated Community Facility on the City of Deerfield Beach Future Land Use Map. As part of the overall redevelopment strategy, the project includes a companion Future Land Use Plan Amendment (FLUMA) to amend the Future Land Use designation from Community Facility to Commercial, consistent with the proposed PDD zoning framework.

The site's strategic location adjacent to regional transportation facilities makes it particularly well suited for a high intensity, mixed use redevelopment project that consolidates municipal functions while supporting employment, residential, hospitality, commercial, and civic activity. The property's accessibility and visibility further enhance its suitability for the type of integrated development envisioned through the proposed Public-Private Partnership (P3) initiative.

The subject property is currently governed by the Community Facilities (CF) zoning district, which limits development flexibility and does not accommodate the scale, intensity, or integrated mix of uses proposed as part of the P3 redevelopment. The requested rezoning to PDD will establish a unified regulatory framework that permits coordinated site planning, integrated building design, shared infrastructure, efficient internal circulation, and phase implementation of the project. The proposed PDD zoning designation is intended to facilitate a cohesive, master-planned development that achieves the City's economic development, municipal service, housing, and redevelopment objectives while ensuring compatibility with surrounding land uses and development patterns.

The Applicant believes the proposed rezoning is consistent and compatible with the and furthers the Goals, Objectives, Policies of the City of Deerfield Beach Comprehensive Plan, as demonstrated in the consistency analysis below.

B. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

(Attach additional page(s) if more space is needed).

The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

1. That the petition for a change of zoning will not result in spot zoning or contract zoning:

The proposed rezoning does not constitute spot zoning or contract zoning. The subject property is located within an area characterized by commercial, multi family residential, civic, and transportation oriented uses, served by regional transportation infrastructure. The requested PDD is compatible with the surrounding development pattern and does not create an isolated or incompatible zoning classification. The PDD will be applied uniformly across the entire 3.75 acre site and is specifically intended to facilitate the coordinated development of a master planned project such as public private partnerships. The rezoning is based upon sound planning principles, the characteristics of the subject property, and its relationship to surrounding land uses, rather than conferring a special benefit on a single parcel inconsistent with the area's development pattern.

2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan:

Goal FLU 1.0-The proposed PDD zoning enables a vertically integrated, master planned mix of civic, office, residential, hotel, event, and supporting commercial uses on a single site, advancing a balanced land use pattern consistent with the City's mixed use vision.

Objective FLU 1.1-The rezoning supports a compact, mixed use development that consolidates employment, housing, civic functions, and visitor services in a transit accessible location, reducing vehicle trips and promoting a live work visit environment.

Policy FLU 1.1.9-The PDD zoning accommodates higher density residential development within an appropriate urban location, consistent with the companion Mixed Use Residential High FLU designation.

Objective FLU 1.3-The Planned Development District zoning provides regulatory flexibility to implement an innovative P3 redevelopment program that cannot be achieved under conventional zoning districts.

Policy FLU 1.3.1-The PDD master plan establishes coordinated site design, massing controls, and circulation to ensure compatibility among residential, office, hotel, civic, and commercial components.

Objective FLU 1.7-The project's podium based design, structured parking, internal civic spaces, and pedestrian connections directly implement this objective and are enabled by the PDD zoning framework.

Policy FLU 1.7.1-The rezoning to PDD, coordinated with a Mixed Use Residential High FLU designation, allows a full range of integrated uses within a unified zoning framework.

Policy FLU 1.7.3-The PDD zoning governs building height, massing, access, and internal circulation through an approved master plan, ensuring appropriate transitions and compatibility with surrounding uses.

Goal FLU 2.0-The rezoning supports a master planned development that demonstrates adequacy of transportation access, utilities, schools, and public services, subject to concurrency certification.

Objective FLU 2.3-The subject site is located within an urbanized area adjacent to I 95 and FAU Research Boulevard, making it an appropriate location for higher intensity PDD zoning.

Policy FLU 2.3.3-The PDD zoning allows increased intensity and density in proximity to major transportation corridors and employment uses, consistent with adopted growth management policies.

Goal FLU 3.0-The rezoning implements a City initiated redevelopment strategy that activates vacant City owned land through a public private partnership.

Policy FLU 3.1.1-The proposed PDD directly facilitates an approved P3 redevelopment authorized by City Commission Resolution No. 2023 048.

Goal FLU 8.0-The PDD zoning supports compact, vertical mixed use development, structured parking, reduced surface parking, and efficient land use consistent with smart growth principles.

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary:

Since the subject property's CF zoning classification was established, conditions affecting the property and the surrounding area have substantially changed. The City's planning objectives have evolved to emphasize redevelopment, mixed-use development, public-private partnerships, economic investment, and the efficient utilization of existing urban land and infrastructure. In furtherance of these objectives, the City has identified the subject property as a strategic redevelopment opportunity suitable for implementation through a Public-Private Partnership (P3).

The existing CF zoning district was established to accommodate traditional public and institutional uses and does not provide the flexibility necessary to implement the integrated mix of residential, commercial, civic, and public uses contemplated by the proposed redevelopment.

As a result of these changed planning policies, redevelopment objectives, and municipal needs, the existing zoning no longer represents the most appropriate classification for the property. Accordingly, the requested rezoning to PDD is necessary to implement the City's current planning vision, facilitate the coordinated redevelopment of the site, and advance the public purposes identified in the Comprehensive Plan.

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities:

The proposed rezoning will not adversely impact residential living conditions within the adjacent and neighboring area, including properties located within 500 feet of the subject site. The Planned Development District has been designed to ensure compatibility with surrounding development through an integrated site design, appropriate building placement and orientation, landscaping, buffering, and architectural standards.

Building massing, height, and the more intensive components of the development are oriented toward regional transportation corridors and away from adjacent residential areas where practicable. Structured parking, internal circulation, screened service areas, and appropriate lighting and landscape treatments will minimize visual, operational, and noise impacts on neighboring properties.

The redevelopment of the currently underutilized City-owned property will replace a vacant site with a thoughtfully planned mixed-use development that provides new civic, residential, commercial, and employment opportunities while enhancing the character, safety, and vitality of the surrounding area. Accordingly, the proposed rezoning will not adversely affect residential living conditions in the adjacent and neighboring communities.

5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning:

The proposed rezoning is compatible with the existing zoning districts and development pattern within the adjacent and neighboring area. The subject property is currently zoned CF and is surrounded by a diverse mix of Business (B 1 and B 2), Multi Family Residential (RM 10 and RM 15), Single Family Residential (RS 5), civic and transportation related uses. Interstate 95, FAU Research Boulevard, and other major transportation corridors establish the area as appropriate location for higher intensity, mixed use redevelopment.

The proposed PDD is specifically intended to accommodate integrated, master-planned developments and provides a coordinated regulatory framework to ensure compatibility with surrounding uses. Through the PDD process, development standards governing site design, building placement, architectural character, landscaping, buffering, access, parking, height, massing, and intensity will be applied in a comprehensive manner to provide appropriate transitions to adjacent properties and minimize potential impacts.

The proposed redevelopment is consistent with the established character and evolving development pattern of the surrounding area and will complement nearby residential, commercial, civic, and transportation-oriented uses. Accordingly, the requested rezoning is compatible with the existing zoning and development within the adjacent and neighboring area.



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT F

APPLICATION FOR PLAT OR PLAT NOTE AMENDMENT

Pursuant to Code Section 98-12.

Application Type (Check applicable box)

☐ Plat Approval

☒ Plat Note Amendment

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

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

All of the following items 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 Plan Application Form)

☒ **Application Processing Fee** (See fee schedule)

☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.

☒ **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.

☐ **Public Notice Requirements** (for applications requiring City Commission approval only) as required by the provisions set forth in Code Section 98-35(1).

☒ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Current Boundary 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).

☒ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Proposed Plat** consistent with requirements set forth in Article IX Division 3 of the Broward County Land Development Code.

☐ **One (1) Digital CD** of required submittals listed above must be provided.

☐ **Other Information** may be required as determined by staff.

PROPOSED NOTE AMENDMENT (To be completed for plat note amendment applications only.)

Existing Plat Note: _____

This Plat is restricted to 100,000 square feet of research and development park. Banks and

commercial/retail uses are not permitted without the approval of the Board of County

Commissioners, who shall review and address these uses for increased impacts.

Any structure within this Plat must comply with Section IV O.1.F – Development Review

requirements of the Broward County Land Use Plan regarding hazards to air navigation.

This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be

amended by approval of the Broward County Board of County Commissioners.

Proposed Plat Note: _____

THIS PLAT IS RESTRICTED TO 150 MULTIFAMILY RESIDENTIAL UNITS, A HOTEL WITH 120 ROOMS WITH AN EVENT CENTER,
AND 143,256 SQUARE FEET OF OFFICE AND COMMERCIAL USES.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV D.1.F., DEVELOPMENT REVIEW REQUIREMENTS,
OF THE BROWARD COUNTY LAND USE PLAN REGARDING HAZARDS TO AIR NAVIGATION.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, OF THE BROWARD COUNTY CODE OF ORDINANCES AND MAY
BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS.

THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY FOR THE PURPOSE OF INDICATING THE APPROVED
DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND SHALL NOT OPERATE AS A RESTRICTION IN FAVOR OF
ANY PROPERTY OWNER, INCLUDING OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE WITH REFERENCE TO THIS PLAT.

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.

RE: Deerfield 1045 - Plat Note Amendment - Pre-app submittal

From Miguez, Nataly <NAMIGUEZ@broward.org>

Date Wed 4/15/2026 3:27 PM

To Felipe Castro <fcastro@capitalgroupusa.com>

Cc Juan Carlos Ayala <jcayala@capitalgroupusa.com>; Michael Amodio <mamodio@keithteam.com>; Juan Pablo Chapa <jchapa@keithteam.com>

Hi Felipe,

Thank you for the updated documents. The proposed note language of: *"This plat is restricted to 150 multi-family residential units, a hotel with 120 rooms with an event center, and 143,256 square feet of office and commercial uses."* Is acceptable to the County. I will review the revised submittal package and schedule the preapplication meeting.

Thank you,



NATALY MIGUEZ, PLANNER

Public Works and Environmental Services Department

HOUSING AND URBAN PLANNING DIVISION

1 North University Drive, BOX 102 | Plantation, Florida 33324

954.357.6623

Broward.org/Planning | [ePermits](#)



From: Felipe Castro <fcastro@capitalgroupusa.com>

Sent: Wednesday, April 15, 2026 11:43 AM

To: Miguez, Nataly <NAMIGUEZ@broward.org>

Cc: Juan Carlos Ayala <jcayala@capitalgroupusa.com>; Michael Amodio <mamodio@keithteam.com>; Juan Pablo Chapa <jchapa@keithteam.com>

Subject: Re: Deerfield 1045 - Plat Note Amendment - Pre-app submittal

Appreciate you for taking the time to go over the detail, Nataly.

Attached, please find the revised:

1. Plat & Development Application with the consistent areas.
2. Request Letter from Becker revised.
3. FDOT Letter adjusted for 150 units.

Remember it'd be helpful for our process with the City, to be able to provide them with your "thumbs-up" for the current plat note. Meaning that it's now properly phrased.

We can have that as a separate email or as a confirmation for the pre-app meeting date and time if we are now clear to proceed.

Thank you very much!

FELIPE CASTRO

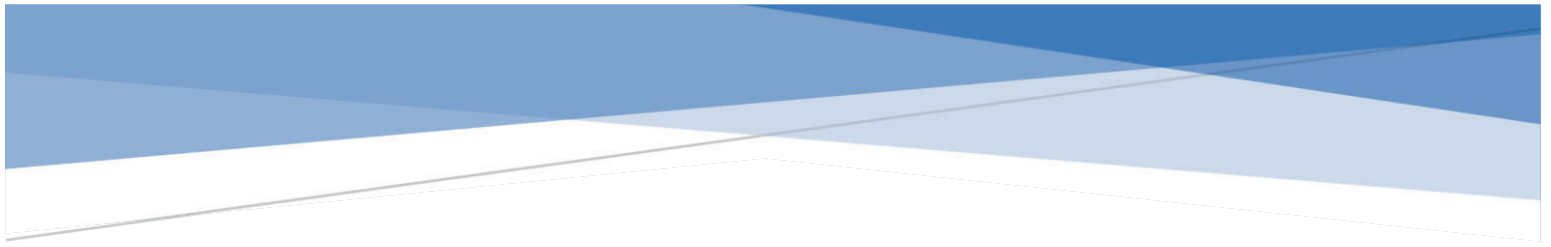
Project Coordinator | Capital Group

-

fcastro@capitalgroupusa.com

CapitalGroupUSA.com





Small Scale Amendment

1045 SW 11th Way
Deerfield Beach, Broward County, Florida

Prepared For:
City of Deerfield Beach / Capital Group

Prepared By:
KEITH – Planning Department

Date: August 17, 2026
KEITH Project No: 12796.01
LUPA #70A – City Application

Abstract

This Land Use Plan Amendment (Small Scale) application proposes a change to the City of Deerfield Beach and Broward County future land use designations for a City-owned property located at 1045 SW 11th Way, east of Interstate 95. The amendment is intended to facilitate the redevelopment of an underutilized public site through a Public-Private Partnership (P3) that advances the City's housing, economic development, and reinvestment objectives.

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I. TRANSMITTAL INFORMATION

A. Local Government Action

A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

RESPONSE: To be provided.

B. Local Government Contact

Name, title, address, telephone number and e-mail address of the local government contact person.

Name: Ramsay Bulkeley

Title: Director

Department: Planning and Development Services

Address: 150 N.E. 2nd Ave., Deerfield Beach, FL 33441

Phone: 954-250-4124

Email: rbulkeley@deerfieldbeachfl.gov

C. Public Hearing Summary

Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan amendment.

RESPONSE: To be provided upon availability.

D. Notification Procedures

Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.

Published Notices:

- Newspaper notice at least seven days and no more than ten days prior before the P&Z Board hearing date.
- Newspaper notice at least 7 days before the City Commission Transmittal hearing date.
- Newspaper notice at least 5 days before the Adoption hearing date.

Mailed Notices:

- Notice of the P&Z public hearing no fewer than 15 days and no more than 20 days prior the hearing date.
- Applicant, Owner(s) of land subject to the application, Owners of real property within 500 ft of the parcel(s) subject to the application.

- **Mailing notice at least fifteen (15) days before the Broward County planning council's first public hearing sent to owners of real property within 300 ft of the parcel(s) subject to application.**

Posted Notice:

- **A posted notice, in the form approved by the city, shall be erected adjacent to each public-right-of-way of the subject property at least 15 days prior to, and no more than 20 days prior to, the date set for public hearing and shall be maintained by the applicant at the subject property until the time for removal.**

E. Amendment Type – Whether the amendment is one of the following:

☒ Small Scale Amendment (F.S. 163.3187)

☐ Large Scale Amendment

☐ Emergency

☐ Other: _____

II. APPLICANT INFORMATION

A. Applicant

Name: MBA Development Partners Of Florida LLC

Address: 55 NE 5th Avenue, Suite 501, Boca Raton, FI 33486

Telephone: 305 9968 9493

Email Address: Jcayala@Capitalgroupusa.com

B. Agent – Planning / Civil Engineering / Survey / Landscape Architecture

Name: Keith / Michael Amodio, AICP

Address: 301 E Atlantic Blvd, Pompano Beach, FI 33060

Telephone: 954-788-3400

Email Address: Mamodio@Keithteam.com

Agent – Land Use Counsel / Planning

Name: Becker Law / Lisa A. Reves, Senior Attorney

Address: 625 N. Flagler Drive, 7th Floor, West Palm Beach, FI 33401

Telephone: 561-820-2878

Email Address: Lreves@Beckerlawyers.Com

Agent – Architecture

Name: GHA / Martha Buritica

Address: 1311 W Newport Center Drive , Suite A, Deerfield Beach, FI 33442

Telephone: 5617170382

Email address: mburitica@gha.ai

C. Property Owners

Name: City Of Deerfield Beach Management & Budget Director

Address: 150 NE 2nd Avenue, Deerfield Beach, FI, 33441-3598

Phone : 954-480-4206

Email : rbrimlow@deerfield-beach.com

D. Applicant's Rationale

The proposed amendment is intended to facilitate the redevelopment of a City-owned property through a Public-Private Partnership (P3) that advances the City of Deerfield Beach's economic development, housing, and community reinvestment objectives.

The subject site occupies a strategic position along the SW 10th Street and Interstate 95 corridor, an area characterized by significant regional transportation access, proximity to employment centers, existing infrastructure, and evolving mixed-use development patterns..

The amendment will allow the property to transition from its existing land use designation to one that more accurately reflects the site's regional significance, redevelopment potential, and role within the City's long-term growth strategy. The amendment supports the development of a compact, integrated mixed-use project incorporating residential, hotel, commercial, and public amenity components in a cohesive and complementary manner.

The redevelopment of this publicly owned site represents an opportunity to maximize the efficient use of land resources, stimulate private investment, expand housing opportunities, enhance the local tax base, and create a vibrant destination that serves both residents and visitors. The amendment is consistent with the City's comprehensive planning objectives, which encourage sustainable, transit-accessible, mixed-use development in urbanized areas and promote the reinvestment of underutilized properties to strengthen the community's economic vitality and long-term resilience.

The residential component has been designed in a manner consistent with Broward County Policy 2.16.4, which encourages the provision of affordable housing opportunities through redevelopment and infill development initiatives. The amendment is structured to comply with applicable City and County Comprehensive Plan land use policies, including those governing mixed-use development, housing, economic development, and sustainable land use patterns.

Overall, the proposed amendment represents a balanced, strategic, and policy-consistent approach to redevelopment leverages public-private investment to achieve multiple community objectives. The project will expand housing opportunities including affordable housing, promote economic growth, activate underutilized public property, and enhance the long-term viability of the area. By integrating residential, commercial, hospitality, and public amenity uses within a thoughtfully planned mixed-use environment, the amendment advances the City's redevelopment goals while ensuring compatibility with surrounding development patterns, consistency with adopted local

The proposed redevelopment project has received conceptual approval from the City of Deerfield Beach, including approval of a voter referendum authorizing the City to pursue the proposed public-private redevelopment initiative. The referendum and subsequent City actions demonstrate substantial public and governmental support for the redevelopment concept. Implementation of the project remains contingent upon approval of the requested land use amendment, rezoning, and site plan applications and compliance with all applicable local, county, and state laws, regulations, and permitting requirements

III. AMENDMENT SITE DESCRIPTION

A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

The subject property contains approximately 6.97 gross acres ($\pm 303,585$ square feet) and 3.75 net developable acres ($\pm 163,515$ square feet). The site is located on the south side of SW 10th Street, east of Interstate 95, and is generally bounded by SW 10th Street to the north, Interstate 95 to the west, and SW 11th Way (FAU Research Park Boulevard) along portions of the east and south boundaries within the municipal boundaries of the City of Deerfield Beach, Broward County, Florida

See Exhibit 'A' – Location Map

B. Sealed survey, including legal description of the area proposed to be amended.

See Exhibit 'B' – Survey

C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.

See Exhibit 'C' – Context Map.

IV. EXISTING AND PROPOSED USES

A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.

TABLE 1: LAND USE DESIGNATION – SUBJECT SITE

Jurisdiction	Current Land Use	Proposed Land Use
City of Deerfield Beach	Community Facility (CF)	Commercial
Broward County	Medium Residential (MR-16)	Commerce

Refer to Exhibit 'D' and Exhibit 'E' for current future land uses

B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.

RESPONSE:

Residential development associated with the proposed amendment will be implemented pursuant to applicable state and county regulatory frameworks, including the Florida

Live Local Act and, where applicable, Broward County's Affordable Housing Density Bonus provisions (commonly referred to as the Geller Amendment).

The proposed amendment does not rely upon or utilize Broward County Land Use Plan flexibility units, and no flexibility units have been allocated, transferred, or applied to adjacent properties in connection with this application. Accordingly, the density contemplated by the proposed development will be achieved through applicable affordable housing and mixed-use development provisions authorized under state and county law, rather than through the use of the County's flexibility provisions.

C. Existing use of amendment site and adjacent areas.

TABLE 2: ADJACENT AND SITE USES

Location	Existing Use	Broward County Land Use Plan	Deerfield Beach Future Land Use
Subject Site	Vacant / Undeveloped (City-owned parcel)	Medium 16 Residential	Community Facility
North	Transportation corridor (SW 10 th Street, FDOT right-of-way, I-95 ramps)	Commercial / Low-Medium (10) Res	Commercial
South	Public park and open space (Mayo Howard Park) Single Family Homes	Medium 16 Residential / Low-Medium (10) Res	Rec Open Space Res Low (5 DU/AC)*
West	Transportation infrastructure (Interstate 95 and associated ramps)	Transportation	Transportation
East	Commercial Development Public park and open space (Mayo Howard Park) Single Family Homes	Community / Rec Open Space / Res Low (5)	Rec Open Space Res Low (5 DU/AC)

* Existing non-conforming commercial uses and commercial zoning

D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.

TABLE 3

PROPOSED USE OF AMENDMENT SITE (ANALYTICAL PURPOSES ONLY)

Jurisdiction	Proposed Future Land Use	Site Area	Existing Use (SF / Dus)	Proposed Use (SF / Dus)
City of Deerfield Beach	Commercial	6.97 GROSS 3.75 NET	Vacant (0 SF / 0 Dus)	150 Multifamily Dwelling Units; 120 Hotel Rooms; ±144,000 SF Commercial
Broward County	Commerce	6.97 GROSS 3.75 NET	Vacant (0 SF / 0 Dus)	150 Multifamily Dwelling Units; 120 Hotel Rooms; ±144,000 SF Commercial

E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.

**TABLE 4
MAXIMUM ALLOWABLE DEVELOPMENT UNDER EXISTING FUTURE LAND USE
DESIGNATIONS**

Jurisdiction	Existing Future Land Use	Site Area	Maximum Allowable Development Under Existing Use
City of Deerfield Beach	Community Facility (CF)	6.97 GROSS 3.75 NET	Public and institutional uses only; no residential or private commercial development permitted under CF designation
Broward County	Medium Residential (MR-16)	6.97 GROSS 3.75 NET	Up to approximately 111 dwelling units (16 du/ac × 6.97 acres); non-residential development limited to uses permitted under MR-16 designation

V. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

A. Potable Water

1. Provide the potable water level of service per the adopted and certified local land use plan.

RESPONSE: The subject site is served by the City of Deerfield Beach potable water system, with water supply supported through available regional water resources and facilities, including . , the City's potable water service supply from the City of Deerfield Beach and BWWS District 2 wellfields and water treatment facilities.

The City adopted potable water level of service (LOS) standards of 170 gallons per capita per day (gpcd), as set forth in the City of Deerfield Beach Utilities Element (Sec. 5.2.4.4) and Sec. 4.3.2 of the Deerfield Beach 2020 Comprehensive Water Supply Facilities Work Plan, adopted November 15, 2022.

2. Provide the adoption date of the local government's 10 Year Water Supply Facilities Plan.

RESPONSE: The City's of Deerfield Beach's 2020 Comprehensive Water Supply Facilities Work Plan (10-Year Water Supply Facilities Plan) was adopted on November 15, 2022, as part of the City's comprehensive planning process to ensure adequate water supply and facility capacity to meet projected demands within the planning horizon.

3. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

RESPONSE: The subject property is served by the City of Deerfield Beach potable water system. Potable water treatment is provided through the City of Deerfield Beach West Water Treatment Plant (West WTP), which has a current permitted treatment capacity of 23.6 million gallons per day (MGD). Based on the City of Deerfield Beach Water Supply Facilities Work Plan, the current and committed demand for the West WTP is approximately 10.41 MGD.

The potable water supply supporting the City's system is obtained through permitted groundwater withdrawals authorized by the South Florida Water Management District (SFWMD). The Broward County North Regional Wellfield serving the area has an SFWMD permitted withdrawal capacity of 14.15 MGD pursuant to SFWMD Water Use Permit No. 06-00082-W. Current and committed demand associated with the permitted withdrawal is approximately 10.41 MGD, resulting in approximately 3.74 MGD of remaining permitted capacity. The SFWMD permit is currently scheduled to expire on March 14, 2029.

The City of Deerfield Beach Water Supply Facilities Work Plan demonstrates that adequate potable water supplies, treatment capacity, and related infrastructure are available to accommodate existing and projected development within the City's service area throughout the planning horizon.

Table 5: PLANT CAPACITY & DEMAND – POTABLE WATER

Item	Value
Current Plant Capacity (West WTP)	23.6 MGD
Current and Committed Plant Demand	10.41 MGD ¹
SFWMD Permitted Withdrawal	14.15 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

¹ Demand per Table 5.11: Projected Population and Water Demand – City Service Area, as summarized in the November 2021 Water Supply Facilities Work Plan.

Table 6: WELLFIELDS (Broward County North Regional Wellfield)

Item	Value
Capacity (SFWMD Permitted Withdrawal)	14.15 MGD
Current + Committed Demand	10.41 MGD
Remaining Capacity	3.74 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

City of Deerfield Beach Water Supply Facilities Work Plan (November 2021)

4. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

TABLE 7: POTABLE WATER IMPACT

Based on the potable water demand factors established by Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, generating an estimated potable water demand of 27,750 gallons per day (GPD), calculated at 250 GPD per dwelling unit.

The proposed amendment would permit development consisting of 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial uses. Estimated potable water demand is calculated as follows:

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – Residential	150 Dus × 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms × 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x .2 GPD/sf	28,800 GPD
Total Proposed Potable Water Demand		84,300GPD
Net Change in Potable Water Demand	84,300 – 27,500	+56,550 GPD

Source: Broward County Code of Ordinances

The total proposed potable water demand is estimated at 84,300 GPD. Compared to the existing demand of 27,750 GPD, the proposed amendment would result in a net increase of approximately 56,550 GPD of potable water demand.

5. Correspondence from potable water provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit ‘O’ for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services
 Agency: Deerfield Beach Environmental Services/Engineering Dept.
 Ph: 954-250-4290
 Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

B. Sanitary Sewer

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

RESPONSE: The adopted level of service for sanitary sewer in the City of Deerfield Beach is established in the City's Utilities Element and adopted comprehensive planning documents at 105.7 gallons per capita per day (gpcd) based on annual average daily flow for the permanent population.

This level of service factor represents the City's adopted wastewater generation standard and includes both residential and non-residential wastewater flows associated with development within the City's service area.

The sanitary sewer level of service standard is used for evaluating the adequacy of wastewater treatment capacity and infrastructure availability associated with proposed development and land use amendments.

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

RESPONSE: The City of Deerfield owns and maintains the collection and conveyance of sewer discharge. The City has no treatment facility, however, the amendment area is served by the Broward County North Regional Wastewater Treatment Plant (NRWWTP), which has a permitted treatment capacity of 95.0 MGD. Broward County's adopted Water Supply Facilities Work Plan reports an annual average daily flow of 72.8 MGD at the facility.

No additional wastewater treatment plant capacity expansions are identified as necessary for the City of Deerfield Beach within the current planning horizon. Available reserved treatment capacity at the NRWWTP is sufficient to accommodate projected wastewater flows, including the proposed amendment. Any future improvements, if required, will be addressed through the applicable capital improvements planning process and identified funding sources.

TABLE 8: SANITARY SEWER CAPACITY

Broward County North Regional Wastewater Treatment Plant (NRWWTP)

Item	Capacity, Flow, or Allocation (MGD)
Plant Capacity	
NRWWTP Permitted Treatment Capacity	95.0 MGD
Reserved Capacity by BC & Municipalities	87.015 MGD
NRWWTP Annual Average Daily Flow (2024)	72.8 MGD*

Reserved Capacity	
Deerfield Beach Reserved Capacity (2030)	8.0 MGD
Deerfield Beach Reserved Capacity (2045)	9.0 MGD
Existing / Projected Demand	
Deerfield Beach Projected Flow (2030)	6.25 MGD
Deerfield Beach Projected Flow (2045)	6.43 MGD
Capacity Status	Sufficient Capacity Available

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

*Per Broward County Water Supply Facilities Work Plan adopted March 3, 2026

The City Comprehensive Plan Utilities Element provides projected average daily wastewater flows and reserved treatment capacities for the City through 2045. The projections indicate that future wastewater flows remain below the City's reserved capacity allocation at the North Regional Wastewater Treatment Plant.

Year	Projected Flow	Reserved Capacity	Available Capacity
2030	6.25 MGD	8.0 MGD	1.75 MGD
2045	6.43 MGD	9.0 MGD	2.57 MGD

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

The City of Deerfield Beach Utilities Element identifies 87.015 MGD of reserved treatment capacity allocated among Broward County and participating municipalities. Deerfield Beach's reserved treatment capacity is 8.0 MGD in 2030 and 9.0 MGD in 2045, while projected average daily wastewater flows are 6.25 MGD and 6.43 MGD, respectively.

Because projected flows remain below the City's reserved treatment capacity allocation throughout the current and future planning horizon, adequate wastewater treatment capacity exists to serve the proposed amendment.3. Identify the net impact on sanitary sewer demand, based on the adopted level of service.

TABLE 9: SANITARY SEWER IMPACT

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – High Residential	150 Dus x 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms x 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x 0.2 GPD/sf	28,800 GPD
Total Proposed Sewer Demand		84,300 GPD
Net Change in Sewer Demand	84,300-27,750	+56,550 GPD

Source: Broward County Code of Ordinances & City of Deerfield Comprehensive Plan

Based on the demand factors established in the Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, which generate an estimated sanitary sewer demand of 27,750 GPD.

The proposed amendment would permit 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial development, generating an estimated sanitary sewer demand of 84,300 GPD.

Accordingly, the proposed amendment would result in a net increase of 56,550 GPD in sanitary sewer demand.

4. Correspondence from the sanitary sewer provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit 'P' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services

Agency: Deerfield Beach Environmental Services/Engineering Dept.

Ph: 954-250-4290

Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

C. Solid Waste

1. Provide the solid waste level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach's adopted level of service for solid waste collection is 5.4 lbs per capita per day and 7.0 lbs per capita per day for disposal.

2. Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

RESPONSE: The City has contracted Waste Connections, Inc. for solid waste processing, transportation and disposal of municipal solid waste. Recycling materials are delivered by the city to Waste Management's Transfer Station in Deerfield Beach.

The city is served by the Waste Connection's solid waste transfer operations with final disposal occurring at the John E. Drury (JED) landfill in Saint Cloud, Florida.

The city sends approximately 72,000 tons per year to this facility. The JED landfill has total remaining disposal capacity of approximately 3,836,210 tons through 2032. The total permitted capacity of the JED landfill is approximately 52,215,585 tons.

Per Table 5.9 of the City's Solid Waste Sub-Element, the City's projected solid waste generation is 115,000 tons per year in 2030 and 118,665 tons per year in 2040.

The City's projected solid waste generation remains within the available capacity of the JED landfill throughout the planning horizon. No additional landfill capacity expansions are identified as necessary to accommodate projected solid waste generation during the planning period

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

The proposed amendment results in an estimated net increase of approximately 434.81 tons per year, which represents less than 1% of the City's projected 2030 and 2040 solid waste generation and approximately 0.011% of the landfill's remaining disposal capacity therefore, solid waste LOS is maintained.

TABLE 10: SOLID WASTE IMPACT	Existing / Adopted System Capacity (Comp Plan)	Projected Overall Impact (with Proposed Project)	Net Change Attributable to Project
City Annual Solid Waste Sent to System	~72,000 tons/year (Citywide)	72,434.81 tons/year (Citywide + project increment)	+434.81 tons/year
Landfill Available Capacity (Annual Throughput Capacity)	3,836,210 tons/of available capacity through 2032	3,836,210 tons/year (unchanged; project is an increment to demand)	Project increment = 0.011% of annual landfill capacity
Landfill Total Capacity	52,215,585 tons total capacity	52,215,585 tons (unchanged)	De minimis relative to total capacity
City Projected Solid Waste Generation (2030)	115,000 tons/year (City projection)	115,434.81 tons/year (projection + project increment)	+434.81 tons/year (0.378% of 2030 projection)
City Projected Solid Waste Generation (2040)	118,665 tons/year (City projection)	119,099.81 tons/year (projection + project increment)	+434.81 tons/year (0.366% of 2040 projection)

RESPONSE: Based on the City's adopted solid waste level of service and the capacity information contained in the Solid Waste Sub-Element, the proposed amendment would generate an estimated net increase of 434.81 tons per year of solid waste.

As shown in Table 10, this increase represents approximately 0.378% of the City's projected 2030 solid waste generation, 0.366% of the City's projected 2040 solid waste generation, and approximately 0.011% of the landfill's remaining disposal capacity.

Accordingly, adequate solid waste capacity exists to accommodate the proposed amendment while maintaining the adopted level of service.

4. Correspondence from the solid waste provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification

RESPONSE: Will be provided. See Exhibit 'Q' for correspondence.

Name: CHAD E. GRECSEK, MBA, LEED AP

Agency: Director of Municipal Services, City of Deerfield Beach

Phone: 954-250-4350

Email: cgregcsek@deerfieldbeachfl.gov

Address : 401 SW 4th Street, Deerfield Beach FL 33441

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with Chapter 62-40.432, F.A.C. and the Environmental Resource Permit regulations of the FDEP, South Florida Water Management District, Broward County and the Florida Building Code.

The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Policy UT 3.1.1.a.	Stormwater peak discharge quantity shall be determined from a three day 25 year design storm. Peak discharge rates shall not exceed 35 cubic feet per second per square mile. In no case shall off-site discharge exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Policy UT 3.1.1.b	Flooding in new structures will be minimized by requiring the lowest floor elevation of the building to be no lower than the elevation for the respective area depicted on the 100-Year Flood Elevation Map or the FEMA Base Flood Elevation, whichever is higher.
Policy UT 3.1.1.c	Street flooding will be minimized by requiring that new or reconstructed residential streets (with 50-ft. or less wide rights-of-way) to have crown elevations no lower than the elevation for the respective area depicted on the ten year "Flood Criteria Map". Rights of way greater than 50 feet wide shall have an ultimate edge of pavement no lower than the elevation for the respected area

depicted on the 10 year “Flood Criteria Map”.

Policy UT 3.1.1.d	Stormwater discharges are presumed to not cause or contribute to violations of water quality standards when the minimum level of stormwater treatment set forth in Chapter 62-40, F.A.C., is achieved.
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Policy UT 3.3.8	Stormwater management systems and BMPs in new developments shall meet the minimum level of stormwater treatment in Section 62-40.432, F.A.C., to ensure that State water quality standards in Chapter 62-302, FAC, are met as .
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Policy UT 3.5.1	new developments and redevelopment shall meet all stormwater management requirements of Chapters 62-330 and 62-40.432, Florida Administrative Code, as necessary.
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2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The offsite portion of this development is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City’s municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

The onsite private property portion of this development is designed to meet State (SFWMD), Broward County (Surface Water Management Licensing Program), and City of Deerfield Beach drainage criteria. Projects located in Broward County receive ERP approval directly from Broward County in lieu of SFWMD.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City’s development review process and detailed engineering design phase.

The current proposed drainage system includes exfiltration trench and an underground storage system used to meet drainage criteria dictated by the State and County. This proposed system will meet water quality standards and stormwater attenuation to not affect or impact any adjacent developments/properties. This includes maintaining the 25 and 100 year-3-day storm events as set by the State and County.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD), Broward County (Surface Water License) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD and Broward County Surface Water License. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County (Surface Water Management Licensing Program), and SFWMD stormwater management requirements.

Accordingly, no existing SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County (Surface Water Management Licensing Program) and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See Exhibit 'R' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

E. Recreation & Open Space

1. Provide the adopted level of service standard for the service area in which the amendment is located and the current level of service.

RESPONSE: The City Deerfield Beach Recreation and Open Space Element establishes an adopted Level of Service (LOS) standard of three (3) acres of parks and open space per 1,000 existing and projected permanent residents. This standard is set forth under Policy ROS 2.1.1 and is consistent with the Broward County Land Use Plan, which requires municipalities to provide a minimum of three (3) acres of community-level parks per 1,000 residents, while Broward County provides regional park acreage on a countywide basis.

Per Section 8.3.1.1 (Level of Service) and Table 8.3 – Recreation Acreage and Level of Service of the Recreation and Open Space Element, the City of Deerfield Beach currently exceeds its adopted LOS standard. Specifically:

- Current (2025) LOS: 3.89 acres per 1,000 population
- Projected (2050) LOS: 3.56 acres per 1,000 population

Both the current and projected LOS values exceed the adopted minimum standard of 3.0 acres per 1,000 residents, and the Comprehensive Plan concludes that the city will continue to meet the recreation and open space LOS throughout the planning period. Accordingly, the current level of service within the City's service area is 3.89 acres per 1,000 population, which exceeds the adopted level of service standard of 3.0 acres per 1,000 population.

2. For amendments which will result in an increased demand for "community parks" acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted

RESPONSE: Please refer to Exhibit 'F' for the most current City of Deerfield Beach parks inventory as filed with the Broward County Planning Council.

3. Identify the net impact on demand for “community parks” acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

TABLE 10: RECREATION & OPEN SPACE IMPACT – COMMUNITY PARK DEMAND

	Use	Calculation	Total
Current	Community Facility	N/A	N/A
Proposed	Residential (22 du/ac): 150 Dus	1.8 persons/DU × 0.003 ac/person × 150 Dus	= 0.81 ac
	NET Change (Community Parks Demand)		+ 0.81 acres

Source: City of Deerfield Beach Comprehensive Plan – Recreation & Open Space Element; Broward County Land Use Plan (3 acres per 1,000 residents).

Over 25 up to 50 DU/ac = 1.8 Persons per Dwelling Unit Assumption (per Broward County LDC)

TABLE 11: MUNICIPAL COMMUNITY PARKS INVENTORY (UP-TO-DATE)

(City of Deerfield Beach)

Community Park	Acreage (Acres)
Pioneer Park	24.95
Oveta McKeithen / Westside Park	22.40
Pineview Park	6.66
Trailhead Linear Park	10.01
Teen Center & Basketball Court	0.85
Sullivan Park	2.68
Branhilda Richardson-Knowles Park	3.31
Total Municipal Community Park Acreage	70.86 ac

Source: City of Deerfield Beach Recreation and Open Space Element, Facilities Inventory.

TABLE 12: RECREATION ACREAGE LOS SUMMARY

Item	Value
Adopted Community Parks LOS (2020 Comp Plan)	3.0 acres / 1,000 residents
Current Citywide LOS (2025)	3.89 acres / 1,000 residents
Projected Citywide LOS (2050)	3.56 acres / 1,000 residents
Net New Demand from Proposed Project	+0.81 acres

Total Impact (at 2050 Build-Out)	290.65 Acres
Projected Park Supply (2050)	344.86 Acres
LOS Compliance Status	LOS Maintained

RESPONSE: Based on the adopted level of service standard of 3.0 acres of community parks per 1,000 residents, the proposed residential component of 150 dwelling units generates a demand for approximately 0.81 acres of community park land.

The proposed amendment therefore results in a net increase in community park demand of 0.81 acres. As shown in Tables 11 and 12, the City maintains sufficient park acreage to accommodate this increase while continuing to satisfy the adopted level of service standard.

At the projected 2050 build-out condition, the City is anticipated to maintain approximately 344.86 acres of community park supply compared to a projected demand of approximately 290.65 acres, resulting in continued compliance with the adopted recreation level of service standard.

4. Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.

RESPONSE: Based on the City’s projected build-out population, the Recreation and Open Space Element identifies the following future community parks acreage needs:

Build-Out (2050) Community Parks Demand

Planning Horizon	Projected Population	LOS Standard	Projected Community Park Acreage Need
2050 (Build-Out)	96,884 residents	3.00 ac / 1,000 residents	290.65 acres

Source: City of Deerfield Beach Recreation and Open Space Element, Table 8.3 – Recreation Acreage and Level of Service.

The Recreation and Open Space Element further identifies that, at build-out:

- Projected Park supply (2050): 344.86 acres
- Projected LOS (2050): 3.56 acres per 1,000 population

Because the projected supply of 344.86 acres exceeds the projected demand of 290.65 acres, the city concludes that it will continue to maintain compliance with the adopted community parks LOS through build-out

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.

Policy 2.5.4 – Provision of Open Space

Broward County Land Use Plan Policy 2.5.4 encourages the provision of usable open space as an integral component of development, particularly within urbanized and mixed-use areas, to enhance livability, reduce environmental impacts, and support community-scale recreation needs. The policy recognizes that open space may be provided through a combination of on-site design features, public park systems, and coordinated municipal facilities, rather than requiring all open space to be located solely within individual development sites.

The Deerfield City Center project addresses Policy 2.5.4 through a comprehensive, urban redevelopment approach that incorporates on-site open space and pedestrian-oriented design while relying on the City of Deerfield Beach's established and documented system of community parks to satisfy broader recreational needs. The project site is located within a fully urbanized area with access to multiple existing community parks, regional parks, and publicly accessible open space, and the City's Recreation and Open Space Element demonstrates that the adopted level of service for community parks is currently exceeded and will continue to be met through build-out. As such, open space needs associated with the project are addressed through both site-level design and citywide park infrastructure, consistent with Policy 2.5.4.

In addition, consistent with Policy 2.5.4, the proposed project will support enhancements to the existing community park located directly southeast of the project site. As part of the public-private partnership structure, the project anticipates coordination with the City of Deerfield Beach to implement improvements such as enhanced pedestrian connectivity, landscaping, and/or other park enhancements. These improvements will enhance park functionality, improve accessibility, and support the additional residential population introduced by the project.

Policy 2.5.5 – Methods for Meeting Open Space Requirements (a–e)

Policy 2.5.5 identifies several acceptable methods by which local governments and applicants may address open space and community park needs. The Deerfield City Center Project satisfies this policy through the following applicable mechanisms:

a. Provision of public parks and open space by the local government
The City of Deerfield Beach maintains an up-to-date inventory of municipal community parks totaling approximately 70.86 acres, as documented in the Recreation and Open Space Element. The City's current and projected community parks level of service exceeds

the adopted standard of 3 acres per 1,000 residents, ensuring that additional population generated by the project can be accommodated without deficiency.

b. Use of existing public park facilities to serve new development

The project is located within an area served by existing community and regional parks, and the City's comprehensive plan confirms that these facilities are sufficient to meet current and future demand. The project's net increase in community park acreage demand is modest relative to the City's existing supply and is fully absorbed within the City's LOS surplus.

c. Coordination and joint use of recreational facilities

The City's Recreation and Open Space Element identifies the use of joint facilities, including school sites and county-owned parks, as a component of the overall parks system. These facilities contribute to meeting community park needs and further support compliance with Policy 2.5.5 through coordinated service delivery.

d. On-site open space and pedestrian amenities

While the project site is developed at an urban intensity consistent with its location and P3 objectives, the site plan is anticipated to incorporate on-site open areas, pedestrian circulation, and active ground-floor spaces that function as usable open space and gathering areas, supplementing the City's broader parks network.

e. Alternative compliance mechanisms, including fees or contributions

The City's Land Development Regulations and Capital Improvement Program provide mechanisms for park impact mitigation, including fees or contributions assessed at the time of development approval, where applicable. These mechanisms ensure that development contributes proportionally to the maintenance and enhancement of the City's parks system in accordance with adopted policies.

F. Traffic Circulation Analysis

Please be advised, if required, that the Planning Council staff will request from the Broward Metropolitan Planning Organization (MPO), as per Policy 2.14.6 of the BCLUP, an analysis of the impacts of the amendment to the regional transportation network. The MPO will charge a separate cost-recovery fee directly to applicants for technical assistance requested by the Planning Council for the preparation and review of the land use plan amendment transportation analysis. Please contact the MPO for additional information regarding this fee.

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

The project site is located at the southwest corner of SW 10 Street and Natura Boulevard/NE 3 Avenue/FAU Research Park Boulevard, in the City of Deerfield Beach,

Florida. The site is currently vacant land. The City and County current future land use can accommodate a maximum development potential of 111 units of Multifamily Housing. The City and County proposed future land uses are proposed to include 150 units of multifamily housing, 120-room hotel and 144,000 square feet of commercial.

Based on the significance analysis provided in section 3, the significant roadway segments to be analyzed include SW 10 Street from I-95 to U.S. 1 and Natura Boulevard from NE 48 Street to Hillsboro Boulevard. Year 2020 traffic volumes were obtained from the Broward Metropolitan Planning Organization's (MPO) *Roadway Level of Service Analysis for Years 2020 and 2045*. Results of the 2020 daily and PM peak hour analyses indicate that all roadway segments currently operate at an acceptable LOS during daily and PM peak hour conditions.

Existing (2020) PM Peak Hour Link Capacity Analysis

ROADWAY	SEGMENT		LANES	LOS "D" TWO-WAY THRESHOLD ⁽¹⁾	2020 TRAFFIC CONDITIONS	
	FROM	TO			2020 VOLUMES ⁽¹⁾	LOS
East/West Roadways						
SW 10 St	I-95	Natura Blvd/NE 3 Ave	6	5,121	3,040	C
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	5,121	3,040	C
	SW 6 Ave	SW 3 Ave	6	5,121	3,040	C
	SW 3 Ave	Dixie Hwy	6	5,121	3,040	C
	Dixie Hwy	U.S. 1	4	2,920	1,473	D
North/South Roadways						
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	2	1,197	893	D
	SW 15 St	Site	2	1,197	893	D
	Site	SW 10 St	2	1,197	893	D
	SW 10 St	Hillsboro Blvd	4	2,628	893	C

(1) 2020 volumes and adopted LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 and 2045 tables.

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long-range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.

Link capacity analysis was performed for the roadway segments impacted by the proposed amendment for long-range planning horizon. The analysis was performed with and without the addition of traffic from the proposed amendment. The trip generation for the proposed amendment, trip distribution to the surrounding roadway network, and significance analysis, are provided in section 3.

Link Capacity Analysis – Long-Range (Year 2045)

Link capacity analysis was performed for the long-range (2045) planning horizon. Year 2045 volumes were obtained from the Broward MPO *Roadway Level of Service Analysis*

for Years 2020 and 2045. Results of the analyses indicate that most roadway segments are expected to operate at an acceptable LOS during daily and PM peak hour conditions without the proposed amendment except for Natura Boulevard/NE 3 Avenue between NE 48 Street and SW 15 Street during PM peak hour conditions. Most roadway segments are expected to operate at an acceptable LOS during daily and PM peak hour conditions with the proposed amendment, except for Natura Boulevard/NE 3 Avenue between NE 48 Street and SW 15 Street, and between the project site and SW 10 Street; however, the projected 2045 traffic volumes from the MPO do not appear to be realistic. The volumes are significantly higher than 2020 conditions and the development along, and in the vicinity of, the roadway is mostly built out except for the parcel subject to this amendment. The roadway segments are expected to operate at an acceptable level of service if a more realistic areawide growth rate were to be applied to existing conditions and with the addition of project traffic from the proposed amendment.

Long-Range (2045) Daily Link Capacity Analysis

ROADWAY	SEGMENT		NO. OF LANES	LOS "D" THRESHOLD	2045 TRAFFIC CONDITIONS WITHOUT PROJECT		2045 TRAFFIC CONDITIONS WITH PROJECT			
					VOLUME ⁽¹⁾	LOS	PROJECT TRIPS	TOTAL VOLUME	VOLUME TO CAPACITY RATIO (V/C)	LOS
	FROM	TO								
East/West Roadways										
SW 10 St	I-95	Natura Blvd/NE 3 Ave	6	56,905	44,800	C	4,116	48,916	0.86	C
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	56,905	44,800	C	3,602	48,402	0.85	C
	SW 6 Ave	SW 3 Ave	6	56,905	44,800	C	3,087	47,887	0.84	C
	SW 3 Ave	Dixie Hwy	6	56,905	44,800	C	2,573	47,373	0.83	C
	Dixie Hwy	U.S. 1	4	32,400	25,700	D	1,544	27,244	0.84	D
North/South Roadways										
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	4	29,160	27,800	D	1,544	29,344	1.01	E
	SW 15 St	Site	4	29,160	24,600	D	1,544	26,144	0.90	D
	Site	SW 10 St	4	29,160	24,600	D	8,747	33,347	1.14	F
	SW 10 St	Hillsboro Blvd	4	29,160	14,000	D	1,029	15,029	0.52	D

(1) 2045 volumes and adopted LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 & 2045 tables.

Long-Range (2045) PM Peak Hour Link Capacity Analysis

ROADWAY	SEGMENT		NO. OF LANES	LOS "D" THRESHOLD	2045 TRAFFIC CONDITIONS WITHOUT PROJECT		2045 TRAFFIC CONDITIONS WITH PROJECT			
					VOLUME ⁽¹⁾	LOS	PROJECT TRIPS	TOTAL VOLUME	VOLUME TO CAPACITY RATIO (V/C)	LOS
East/West Roadways										
SW 10 St	I-95	Natura Blvd/NE 3 Ave	6	5,121	4,256	C	366	4,622	0.90	C
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	5,121	4,256	C	321	4,577	0.89	C
	SW 6 Ave	SW 3 Ave	6	5,121	4,256	C	275	4,531	0.88	C
	SW 3 Ave	Dixie Hwy	6	5,121	4,256	C	229	4,485	0.88	C
	Dixie Hwy	U.S. 1	4	2,920	2,442	D	137	2,579	0.88	D
North/South Roadways										
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	4	2,628	2,641	E	137	2,778	1.06	F
	SW 15 St	Site	4	2,628	2,337	D	137	2,474	0.94	D
	Site	SW 10 St	4	2,628	2,337	D	779	3,116	1.19	F
	SW 10 St	Hillsboro Blvd	4	2,628	1,330	D	92	1,422	0.54	D

(1) 2045 volumes and adopted LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 & 2045 tables.

3. Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant may provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.

Trip Generation Analysis

A trip generation analysis was performed for the maximum allowable development under the current County land use designation and the proposed County land use designation. Appropriate rates and/or equations (whichever yields the highest trips) were utilized from the Institute of Transportation Engineers' (ITE), *Trip Generation Manual*, 12th Edition. Results of the analysis indicate that the proposed amendment is expected to result in an increase of 10,290 daily trips and 916 PM peak hour trips.

Daily Trip Generation Analysis

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
EXISTING FUTURE LAND USE								
Multifamily Housing (Mid-Rise)	221	111 Units	T= 4.46 (X)	50%	50%	248	247	495
SUBTOTAL						248	247	495
PROPOSED FUTURE LAND USE								
Multifamily Housing (Mid-Rise)	221	150 Units	T= 4.46 (X)	50%	50%	335	334	669
Hotel	310	120 Rooms	T= 5.84 (X)	50%	50%	351	350	701
Shopping Plaza (Without Supermarket)	821	144,000 SF	T= 65.38 (X)	50%	50%	4,707	4,708	9,415
SUBTOTAL						5,393	5,392	10,785
TOTAL						5,145	5,145	10,290

(1) ITE Trip Generation Manual, 12th Edition.

PM Peak Hour Trip Generation Analysis

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
EXISTING FUTURE LAND USE								
Multifamily Housing (Mid-Rise)	221	111 Units	$\text{Ln(T)} = 0.85 \text{ Ln(X)} - 0.09$	63%	37%	32	18	50
SUBTOTAL						32	18	50
PROPOSED FUTURE LAND USE								
Multifamily Housing (Mid-Rise)	221	150 Units	$\text{Ln(T)} = 0.85 \text{ Ln(X)} - 0.09$	63%	37%	41	24	65
Hotel	310	120 Rooms	$T = 0.47 (X)$	51%	49%	29	27	56
Shopping Plaza (Without Supermarket)	821	144,000 SF	$T = 5.87 (X)$	53%	47%	448	397	845
SUBTOTAL						518	448	966
TOTAL						486	430	916

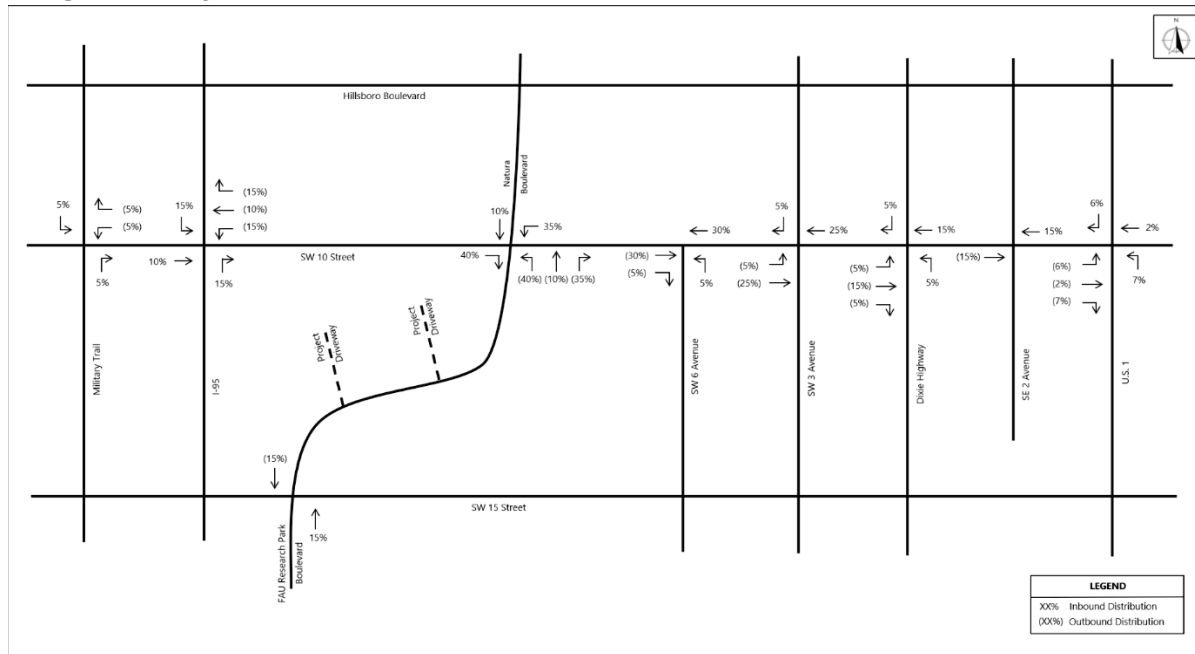
(1) ITE Trip Generation Manual, 12th Edition.

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Project Distribution

The project distribution was based on a review of land uses, roadway characteristics and travel patterns surrounding the project site, as well as the location and type of access connections to the site. The project distribution is shown in Figure 1.

Figure 1 Project Distribution



Roadway Significance Analysis

Significance was determined for all major roadways surrounding the project site. Based on the Broward County criteria, the project will be considered significant on a roadway link where the project traffic is expected to be three (3) percent or more of the LOS D link capacity threshold. Results of the analyses indicate that the project is expected to be significant on the following roadway segments during daily and PM peak hour conditions: SW 10 Street from I-95 to U.S. 1 and Natura Boulevard/NE 3 Avenue from NE 48 Street to Hillsboro Boulevard.

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Daily Significance Analysis

ROADWAY	SEGMENT		NO. OF LANES	LOS "D" THRESHOLD ⁽¹⁾	PROJECT DIST.		TOTAL PROJECT TRIPS	PROJECT SIGNIFICANCE	PROJECT TRAFFIC SIG. > 3%
	FROM	TO			IN	OUT			
East/West Roadways									
SW 10 St	Military Trail	I-95	6	59,900	10%	10%	1,029	1.72%	No
	I-95	Natura Blvd/NE 3 Ave	6	56,905	40%	40%	4,116	7.23%	Yes
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	56,905	35%	35%	3,602	6.33%	Yes
	SW 6 Ave	SW 3 Ave	6	56,905	30%	30%	3,087	5.42%	Yes
	SW 3 Ave	Dixie Hwy	6	56,905	25%	25%	2,573	4.52%	Yes
	Dixie Hwy	U.S. 1	4	32,400	15%	15%	1,544	4.77%	Yes
	U.S. 1	SE 12 Ave	2	13,320	2%	2%	206	1.55%	No
North/South Roadways									
Military Trail	SW 15 St	SW 10 St	4	37,810	5%	5%	515	1.36%	No
	SW 10 St	Hillsboro Blvd	4	37,810	5%	5%	515	1.36%	No
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	4	29,160	15%	15%	1,544	5.29%	Yes
	SW 15 St	Site	4	29,160	15%	15%	1,544	5.29%	Yes
	Site	SW 10 St	4	29,160	85%	85%	8,747	30.00%	Yes
	SW 10 St	Hillsboro Blvd	4	29,160	10%	10%	1,029	3.53%	Yes
SW 3 Ave	SW 10 St	Hillsboro Blvd	4	29,160	5%	5%	515	1.77%	No
Dixie Hwy	NE 48 St	SW 10 St	4	39,800	5%	5%	515	1.29%	No
	SW 10 St	Hillsboro Blvd	4	39,800	5%	5%	515	1.29%	No
SE 2 Ave	SW 10 St	Hillsboro Blvd	2	13,320	0%	0%	0	0.00%	No
U.S. 1	Sample Rd	SW 10 St	6	59,900	7%	7%	720	1.20%	No
	SW 10 St	Hillsboro Blvd	6	59,900	6%	6%	617	1.03%	No

(1) LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 & 2045 tables, 2045 capacity.

PM Peak Hour Significance Analysis

ROADWAY	SEGMENT		NO. OF LANES	LOS "D" THRESHOLD ⁽¹⁾	PROJECT DIST.		TOTAL PROJECT TRIPS	PROJECT SIGNIFICANCE	PROJECT TRAFFIC SIG. > 3%
	FROM	TO			IN	OUT	916		
East/West Roadways									
SW 10 St	Military Trail	I-95	6	5,390	10%	10%	92	1.71%	No
	I-95	Natura Blvd/NE 3 Ave	6	5,121	40%	40%	366	7.15%	Yes
	Natura Blvd/NE 3 Ave	SW 6 Ave	6	5,121	35%	35%	321	6.27%	Yes
	SW 6 Ave	SW 3 Ave	6	5,121	30%	30%	275	5.37%	Yes
	SW 3 Ave	Dixie Hwy	6	5,121	25%	25%	229	4.47%	Yes
	Dixie Hwy	U.S. 1	4	2,920	15%	15%	137	4.69%	Yes
	U.S. 1	SE 12 Ave	2	1,197	2%	2%	18	1.50%	No
North/South Roadways									
Military Trail	SW 15 St	SW 10 St	4	3,401	5%	5%	46	1.35%	No
	SW 10 St	Hillsboro Blvd	4	3,401	5%	5%	46	1.35%	No
Natura Blvd/NE 3 Ave	NE 48 St	SW 15 St	4	2,628	15%	15%	137	5.21%	Yes
	SW 15 St	Site	4	2,628	15%	15%	137	5.21%	Yes
	Site	SW 10 St	4	2,628	85%	85%	779	29.64%	Yes
	SW 10 St	Hillsboro Blvd	4	2,628	10%	10%	92	3.50%	Yes
SW 3 Ave	SW 10 St	Hillsboro Blvd	4	2,628	5%	5%	46	1.75%	No
Dixie Hwy	NE 48 St	SW 10 St	4	3,580	5%	5%	46	1.28%	No
	SW 10 St	Hillsboro Blvd	4	3,580	5%	5%	46	1.28%	No
SE 2 Ave	SW 10 St	Hillsboro Blvd	2	1,197	0%	0%	0	0.00%	No
U.S. 1	Sample Rd	SW 10 St	6	5,390	7%	7%	64	1.19%	No
	SW 10 St	Hillsboro Blvd	6	5,390	6%	6%	55	1.02%	No

(1) LOS "D" threshold based on the Broward County Roadway Capacity and Level of Service Analysis 2020 & 2045 tables, 2045 capacity.

4. Provide any relevant transportation studies relating to this amendment, as applicable.

RESPONSE: Please see the Traffic Impact Study (Exhibit 'G') by Bowman Engineering for more information.

G. Mass Transit

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

RESPONSE: The amendment area is served by Broward County Transit fixed-route bus service within one-quarter mile, including east–west routes operating along SW 10th Street. Regional rail service is available elsewhere in the City of Deerfield Beach via Tri-Rail.

The amendment area is currently served within a one-quarter mile walking distance by the Deerfield Beach Community Shuttle system, specifically Deerfield Beach Express I (BCT Route 728) and Deerfield Beach Express II (BCT Route 729).

Public transit within the city is provided by Broward County Transit through fixed-route bus service operating along major roadway corridors.

The amendment area is located south of SW 10th Street between the I-95 ramp and SW 11th Way in the City of Deerfield Beach. Existing transit service within walking distance of the site consists of the following:

Mass Transit Route	Route Number	Days of Service	Service Span	Typical Headway
Deerfield Beach Express I	BCT 728	Weekdays & Saturdays	8:00 a.m. - 4:00 p.m.	60 Minutes
Deerfield Beach Express II	BCT 729	Weekdays & Saturdays	8:00 a.m. - 4:00 p.m.	60 Minutes

2. Describe how the proposed amendment furthers or supports mass transit use.

RESPONSE: The proposed amendment supports mass transit use by locating development within one-quarter mile of existing Broward County Transit routes, providing convenient access to fixed-route bus service along major east–west and north–south corridors. The amendment reinforces development patterns that are compatible with transit service, promotes multimodal transportation, encourages pedestrian connectivity to nearby transit facilities, reduces reliance on single-occupant vehicle trips, and is consistent with City and County planning objectives.

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See attached Exhibit 'S' for correspondence.

Name: Jason McKoy
Title: Staff Engineer
Agency: Broward County Transit Division
Phone: 954-357-8856
Email: Jmmckoy@broward.org
Address: 1 North University Drive, Suite 3100A
Plantation, Florida 33324

H. PUBLIC EDUCATION ANALYSIS

Please be advised that the Planning Council staff will request from The School Board of Broward County (SBBC), as per Policy 2.15.2 of the BCLUP, an analysis of the impacts of the amendment on public education facilities. Per SBBC Policy 1161, the applicant will be subject to a fee for the analysis and review of the land use plan application. The applicant should contact the Growth Management Section of the SBBC to facilitate this review and determine the associated fees.

1. Public School Impact Application.

RESPONSE: A Preliminary School Capacity Availability Determination (SCAD) has been received for this project. Please refer to Exhibit 'H'.

2. The associated fee in the form of a check made payable to the SBBC.

RESPONSE: The required Fee has been satisfied via the Broward County School Board Online Platform and a Preliminary SCAD has been obtained (SBBC-4096-2025)

VI. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “*Cultural Resources / Local Areas of Particular Concern-Historic Sites*”, are located within the vicinity of the project site. Confirmation correspondence from the Florida Department of State Division of Historical Resources has been requested and will be provided upon receipt.

Refer to Exhibit ‘I’.

- B. Archaeological sites listed on the Florida Master Site File.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “*Archaeological Sites*”, no known archeological sites are located within with vicinity of the project site. Confirmation correspondence from the Florida Department of State Division of Historical Resources has been provided as Exhibit ‘J’

Refer to Exhibit ‘J’.

- C. Wetlands.

Response: The Phase II Environmental Site Assessment performed by AEI Consultants, dated April 25, 2023, describes the subject property as vacant, unimproved land consisting of mowed natural vegetation, with relatively flat topography at approximately 14 feet above mean sea level. No wetlands were identified, delineated, or observed as part of the investigation, and no wetland indicators are documented in the report. Should any jurisdictional wetlands be identified during future site-specific investigations, they will be addressed through the applicable permitting and development review processes.

Refer to Exhibit ‘K’.

- D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “*Cultural Resources / Local Areas of Particular Concern-Historic Sites*”, the project site does not appear to be within or near a local area of particular concern. No Local Areas of Particular Concern have been identified on or adjacent to the project site. Confirmation correspondence from the Florida Department of State, Division of Historical Resources, has been requested and will be provided upon receipt.

Refer to Exhibit ‘I’.

- E. Priority Planning Area map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

Response: The Phase II Environmental Site Assessment performed by AEI Consultants, dated April 25, 2023, documents the site elevation at approximately 14 feet above mean sea level, with groundwater encountered between approximately 9 and 14 feet below ground surface. The report does not identify the site as being within a coastal high-hazard area, tidal influence zone, or other sea-level-rise-specific planning area. Sea level rise considerations will be addressed during subsequent development review,

consistent with Broward County Land Use Plan Policy 2.21.1.

Refer to Exhibit ‘K’.

- F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “Environmentally Sensitive Lands”, the project site is located diagonally across from an area designated as ‘protected lands’ and labeled as ‘Tivoli Sand Pine Preserve’ as a City preserve under the Urban Wilderness Inventory designated urban wilderness. The Broward County Land Use Plan Map Series does not identify the project site as environmentally sensitive land or habitat for listed species. Any protected species encountered during future site development activities will be addressed in accordance with applicable federal, state, and local regulations.

Refer to Exhibit ‘L’.

- G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

Response: Based upon analysis of the Broward County Land Use Plan Map Series “Environmentally Sensitive Lands” and the information available for the project site, no plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services have been identified on the subject property. Any regulated plant species identified during future site-specific environmental assessments or development activities will be addressed in accordance with applicable state and local regulations.

- H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.

Response: Based on review of the Broward County Land Use Plan Natural Resource Map Series – Existing and Planned Waterwells and Zones of Influence (Eastern Broward County), the subject property is not located within a wellfield protection zone of influence.

Refer to Exhibit ‘M’.

- I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.

Response: The Phase II Environmental Site Assessment performed by AEI Consultants, dated April 25, 2023, indicates the subsurface conditions consist primarily of sands to a depth of at least 15 feet, with no evidence of impacted soils. Laboratory analysis of soil and groundwater samples did not identify contaminants

above applicable Florida Department of Environmental Protection cleanup target levels, and no further environmental investigation is recommended. Any future soil disturbance will be managed in accordance with applicable environmental regulations and applicable erosion, sedimentation, and stormwater control requirements during site development.

- J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

Response: The subject property does not front the Atlantic Ocean and does not affect public beach access. Accordingly, the proposed amendment will not impact public beach access or the public's ability to access coastal resources.

VII. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.

Response: The proposed project directly advances the intent of Broward County Land Use Plan Policy 2.16.2, as well as related affordable housing policies contained within Policies 2.16.3, and 2.16.4, which require land use plan amendments proposing additional residential units to address affordable housing needs.

Consistent with Article 5 of the Broward County Land Use Plan, the amendment supports the County's objective to expand the supply of affordable housing by providing 100 percent income-restricted dwelling units. The project will serve households within defined income thresholds, including workforce and low-income categories, consistent with Broward County definitions and applicable housing programs, thereby directly advancing the affordable housing objectives established by the Broward County Land Use Plan.

While residential development is not typically permitted within areas designated as Commercial under the Broward County Land Use Plan, the proposed project is structured to advance affordable housing objectives through applicable state and county regulatory provisions.

Specifically, the project is anticipated to utilize the allowances provided either under the Live Local Act (Section 125.01055, Florida Statutes) or applicable Broward County "Geller Amendment" (Broward as implemented through Policy 2.16.2, 2.16.3, and 2.16.4, which facilitate the development of affordable housing in non-residential land use categories.

The project is proposed on publicly owned property and is intended to increase the supply of affordable housing consistent with County and municipal housing objectives. By utilizing publicly controlled land through a public-private partnership, the project advances the

County's objective of creating additional affordable housing opportunities while promoting efficient use of existing urban land and infrastructure.

The project is being implemented through a public-private partnership, leveraging public land and resources to deliver long-term affordability in coordination with local and county housing goals, including expanding housing opportunities for income-qualified households and supporting the City's adopted housing objectives..

VIII. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

Response: The proposed amendment is consistent with the existing and planned future land uses in the surrounding area, which are characterized by a mix of residential, institutional, and community-serving uses within an urbanized, largely built-out context. The amendment supports infill and redevelopment objectives identified in the City of Deerfield Beach Comprehensive Plan by introducing residential use at a location served by existing public facilities, transportation infrastructure, and urban services. Adjacent and nearby properties within the City and surrounding County jurisdictions include residential neighborhoods, community facilities, commercial uses, public facilities, and other compatible non-residential uses, all of which are supported by the Future Land Use Element's intent to accommodate a functional mix of land uses while minimizing land use conflicts.

Land use compatibility will be ensured through compliance with the City of Deerfield Beach Land Development Code, including zoning district standards, height and setback regulations, buffering and landscaping requirements, parking and access management standards, and site plan review criteria. In addition, the City's development review process requires consistency with adopted concurrency standards, ensuring that transportation, utilities, and other public facilities are available to support the proposed use. These provisions, together with site-specific design review and coordination with Broward County concurrency and land use policies, will ensure that the proposed development integrates compatibly with surrounding land uses and planned future development patterns.

IX. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

Response: Based on the Broward County Land Use Plan Natural Resource Map Series – Hurricane Evacuation Zones, the project site is not located within a designated hurricane evacuation zone (Plan A or Plan B).

Refer to Exhibit ‘N’.

X. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

Response: The subject property is not located within the boundaries of the City of Deerfield Beach Community Redevelopment Agency (CRA) or within any identified Community Development Block Grant (CDBG) redevelopment area

Although the site is not located within a designated redevelopment area, the proposed amendment facilitates redevelopment, infill development, and reinvestment by promoting the efficient use of an underutilized publicly owned property within the City’s urban service area. The amendment supports Comprehensive Plan objectives related to housing, redevelopment, economic investment, and the efficient use of existing public infrastructure and services. The project will transform an underutilized public property into a mixed-use development incorporating affordable housing, commercial uses, and public amenities, thereby encouraging private investment, expanding housing opportunities, strengthening the local tax base, and promoting sustainable redevelopment within an established urban area.

Accordingly, although the property is located outside the City’s formally designated redevelopment areas, the proposed amendment advances many of the same public policy objectives that underlie redevelopment programs, including urban infill, economic revitalization, efficient use of existing infrastructure, and community reinvestment.

XI. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments.

Response: The proposed amendment site is located entirely within the corporate limits of the City of Deerfield Beach and is not adjacent to another local government or unincorporated Broward County jurisdiction.

XII. PUBLIC OUTREACH

Describe how the applicant and/or local government notified and coordinated with adjacent property owners, master associations, homeowner associations, etc.

Response: The proposed amendment is consistent with the voter-approved Referendum authorizing the City's use of public land through a public-private partnership (P3) for affordable housing.

Prior to voter approval, the proposed redevelopment was presented through public meetings, City Commission hearings, and legally advertised ballot language, providing residents, adjacent property owners, and other interested stakeholders with notice of the proposed public-private redevelopment initiative and an opportunity to review and comment. The referendum was subsequently approved by the City's voters, demonstrating community support for the proposed redevelopment concept.

As this application proceeds through the City's review process, it will be subject to additional public notice and hearing requirements in accordance with applicable law. The applicant and the City will continue to coordinate with adjacent property owners, neighborhood organizations, homeowner associations, and other interested stakeholders through the required public hearing process.

XIII. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

Affordable Housing (BrowardNext Policy 2.16.2)

The proposed amendment is consistent with the Broward County Land Use Plan's highlighted regional issue of expanding the supply of affordable housing to address the countywide housing shortage.

BrowardNext Policy 2.16.2 provides that land use plan amendments proposing 100 or more residential dwelling units address affordable housing needs.

The City of Deerfield Beach Comprehensive Plan Housing Element incorporates Broward County's affordable housing policies and identifies public-private partnerships the use of publicly owned land and income-restricted housing programs as implementation mechanisms for expanding affordable housing opportunities

The proposed amendment advances Policy 2.16.2 by facilitating the development of 100 percent income-restricted dwelling units on publicly owned property through a public-private partnership (P3), thereby supporting the County's regional objective to expand the supply of affordable housing, promote the efficient use of existing urban land and infrastructure, and coordinate municipal actions with countywide affordable housing strategies.

By implementing a voter-approved public-private partnership on City-owned property, the proposed amendment advances both the City's adopted Housing Element policies and BrowardNext Policy 2.16.2, while helping address the regional need for affordable housing opportunities for income-eligible households.

Public Facilities and Services / Concurrency

The amendment is consistent with the Broward County Land Use Plan's regional policies requiring that future land uses be coordinated with the availability of adequate public facilities and services.

The Broward County Land Use Plan requires land use plan amendments to be supported by data and analysis demonstrating the availability of potable water, sanitary sewer, transportation, drainage, recreation, and other public facilities consistent with adopted level-of-service standards and concurrency requirements.

These requirements are reflected in the City's Utilities Element, which incorporates Broward County and state statutory coordination standards.

The data and analysis submitted in support of this amendment demonstrate that potable water, sanitary sewer, and other required public facilities are available at the adopted levels of service. The proposed development can be accommodated within the capacity of existing and planned public infrastructure without adversely affecting the City's ability to maintain its adopted level-of-service standards.

Accordingly, the proposed amendment is consistent with the Broward County Land Use Plan's concurrency and infrastructure planning framework while promoting the efficient use of existing public facilities and services within the City's urban service area.

Climate Resilience and Sea Level Rise

The Broward County Land Use Plan identifies climate change adaptation and sea level rise as highlighted regional planning issues, including the need to protect public infrastructure, identify facilities vulnerable to flooding and sea level rise, and promote resilient development patterns.

County policies addressing climate resilience, water conservation, and sustainable land use practices are implemented through local comprehensive plans, including utilities, infrastructure, and conservation elements, to improve long-term community resilience and reduce vulnerability to climate-related impacts.

The proposed amendment is consistent with these regional policies by facilitating redevelopment within an inland, urbanized area located outside designated coastal high-hazard and hurricane evacuation areas, thereby reducing exposure to sea level rise and coastal flooding hazards.

In addition, the proposed development will remain subject to applicable site plan, engineering, and permitting requirements governing stormwater management, water conservation, infrastructure resiliency, and other applicable development standards consistent with Broward County climate adaptation policies and the City's adopted resilience and infrastructure planning requirements.

Accordingly, the proposed amendment supports the County's regional objective of encouraging resilient development patterns while making efficient use of existing public infrastructure within the urban service area.

Transportation and Regional Mobility

The amendment is consistent with the Broward County Land Use Plan's highlighted regional transportation , policies which emphasizes managing growth through infill and redevelopment supported by the regional roadway and transit network.

The City of Deerfield Beach Transportation Element implements the County's concurrency management system and requires that development approvals be based on the adequacy of local and regional transportation facilities.

, The proposed amendment supports redevelopment within the existing urban service area where transportation infrastructure and transit services are already available.

The proposed development will remain subject to transportation concurrency review, traffic impact analysis, and site plan review in accordance with applicable City of Deerfield Beach and Broward County requirements

Accordingly, the proposed amendment promotes efficient land use patterns that support regional mobility objectives while minimizing the need for the extension of new transportation infrastructure.

Countywide Land Use Plan Consistency and Certification Standards

The amendment is consistent with the Broward County Land Use Plan's overarching regional policies governing plan amendments, which require that local land use changes advance the goals, objectives, and policies of the Broward County Land Use Plan; maintain consistency with permitted land use patterns and densities; and be supported by adequate data, analysis, and implementation measures addressing public facilities, compatibility, and demonstrated need

The proposed amendment complies with these requirements by advancing County affordable housing objectives, utilizing existing urban infrastructure, promoting infill redevelopment on publicly owned land, relying upon the City's adopted land development regulations, concurrency requirements, and development review procedures to ensure compatibility and consistency with Broward County certification standards.

The amendment is supported by the data and analysis accompanying this application, including evaluations of public facilities, transportation, environmental considerations, and land use compatibility.

Future development of the property will remain subject to the City's land development regulations, concurrency requirements, and site plan review process, thereby ensuring continued consistency with the Broward County Land Use Plan and the applicable certification standards.

XIV. ADDITIONAL SUPPORT DOCUMENTS

- A. Other support documents or summary of support documents on which the proposed amendment is based.

Response: To be provided.

- B. Any proposed voluntary mitigation or draft agreements. (Please note that an Ownership and Encumbrance Report will be required prior to the recordation of any Declaration of Restrictive Covenants that fulfill voluntary mitigation or commitments.)

Response: To be provided.

XVII. PLAN AMENDMENT COPIES

Provide 3 hard copies and 1 digital copy (4 copies total) of the amendment application.

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Location Map

Exhibit C – Context Map

Exhibit D – Future Land Use Map - City

Exhibit E – Future Land Use Map – County

Exhibit F – Deerfield Beach Parks Inventory

Exhibit G – Traffic Impact Analysis

Exhibit H – SCAD

Exhibit I – Historic Sites Map

Exhibit J – Archaeological Sites Map

Exhibit K – Phase II Environmental Site Assessment

Exhibit L – Environmentally Sensitive Lands Map

Exhibit M – Existing and Planned Waterwells and Zones of Influence Map

Exhibit N – Hurricane Evacuation Zones Map

Exhibit O – Concurrency Analysis – Potable Water

Exhibit P – Concurrency Analysis – Sanitary Sewer

Exhibit Q – Concurrency Analysis – Solid Waste

Exhibit R – Concurrency Analysis – Drainage

Exhibit S – Concurrency Analysis – Mass Transit

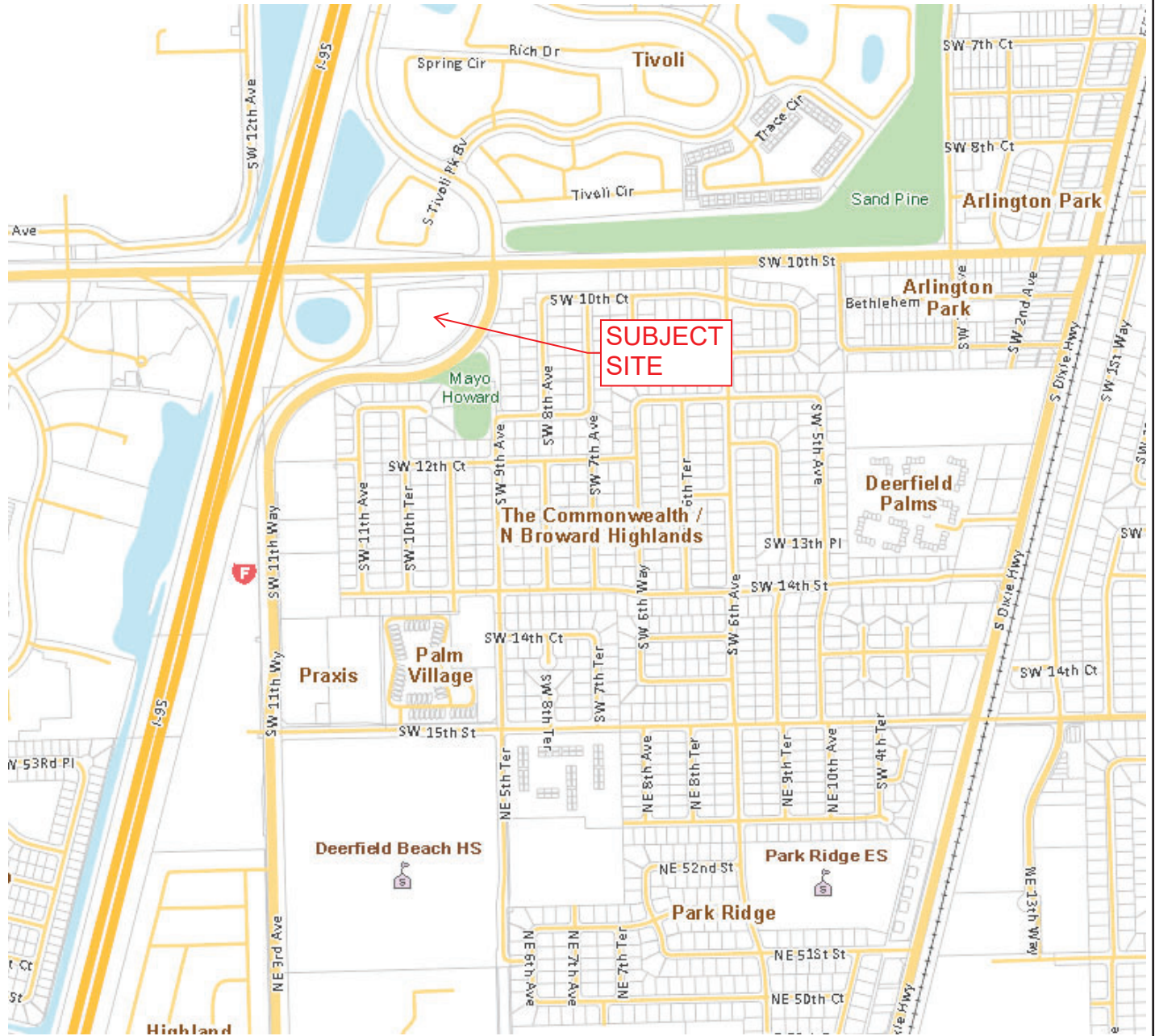


EXHIBIT 'A' - Location Map

SURVEYOR'S NOTES:
OF BROWARD COUNTY, FLORIDA.

[illegible]

17. THE SUBJECT PROPERTY IS CONTIGUOUS WITH NO GAPS, GORES, OR OVERLAPS.

FOOT RESTRICTIONS CONTAINED IN THE OUTCAME DEED FROM THE STATE OF FLORIDA DEPARTMENT OF
 TRANSPORTATION TO THE CITY OF DUNEDINO BEACH RECORDED IN OFFICIAL RECORDS BOOK 388A
 NOTE: RELEASE OF INCUMBRANCE CLAUSE RECORDED IN OFFICIAL RECORDS INSTRUMENT
 NO. 11875386
 SUBJECT PARCEL, INCLUDED IN SALES OUTCAME NO. 10-24-00141, ITEM
 RELEASE OF INCUMBRANCE CLAUSE FILED MARCH 24, 2020, RECORDED
 SUBJECT PARCEL, INCLUDED IN SALES DOCUMENT,

N 76°30'49" E 17.98' (C)
FIRCH 172
—MO. ALCHIN ENG CO
10.18 ABOVE DBRT

code file name: V:\314360 - MbsDevelopment\314360-01-002 (SUR) - Deerfield Beach\Surveys\Topo Boundary\314360 - DEERFIELD Topo.DWG 5/7/2022



ALSO
I I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN
HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF

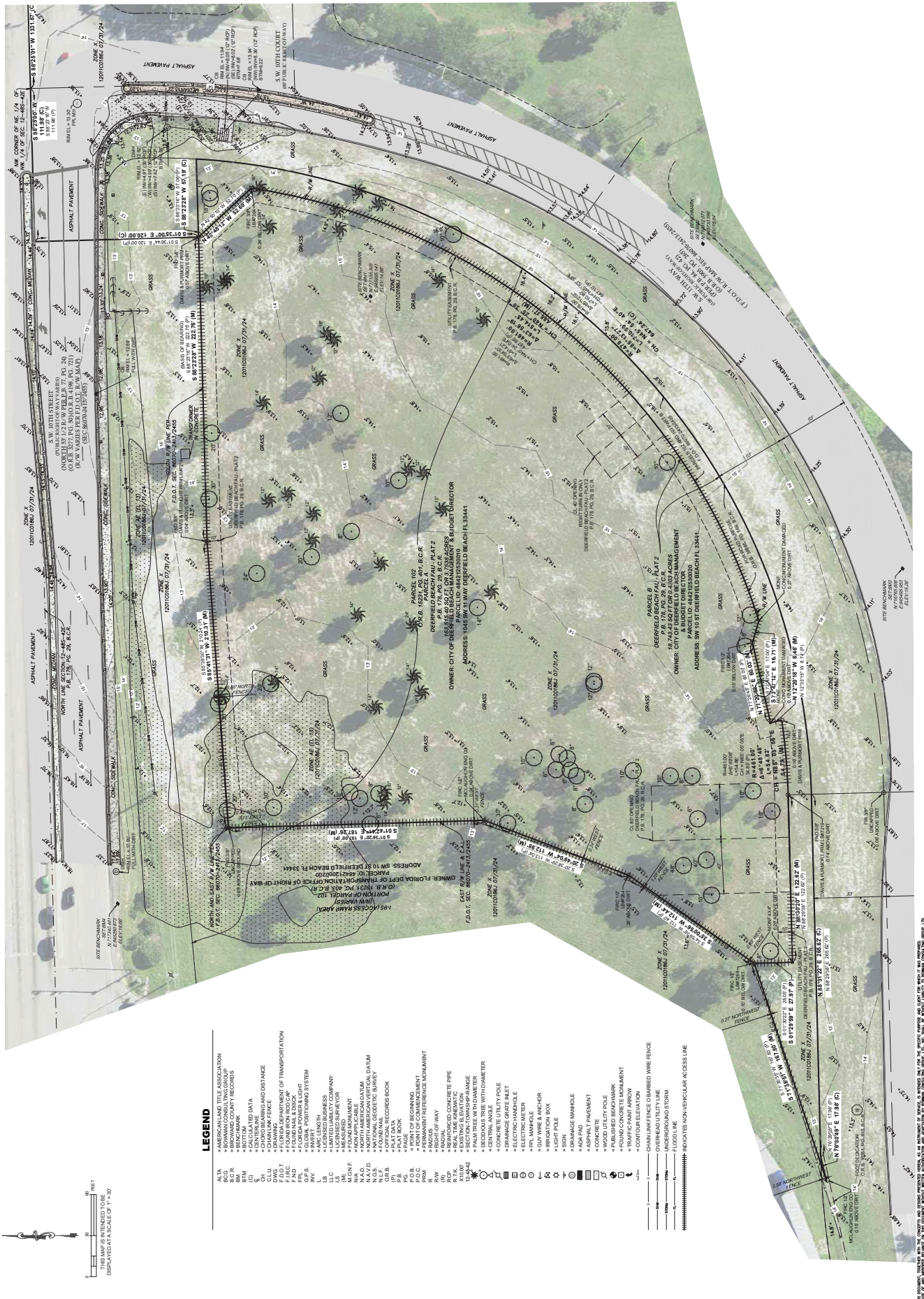
05/21/2026 APRIL 29, 2026

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
B.R. 8000 = LICENSED BUSINESS NUMBER 8030

(see below) = lowest possible amount (0.000000000)

BOUNDARY SURVEY
1045 FAU RESEARCH PARK BLVD,
DEERFIELD BEACH, FL.
BROWARD COUNTY
FLORIDA

FILE No.	314360-01-002
SHEET	1 OF 2



Bowman Consulting Group, Ltd., Inc.
900 SE 3RD AVE.,
SUITE 300
FORT LAUDERDALE, FL 33316
Phone: (954) 314-8481
www.bowmanconsulting.com
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BOUNDARY SURVEY
1045 FAU RESEARCH PARK BLVD,
DEERFIELD BEACH, FL.
BROWARD COUNTY
FLORIDA

PROJECT NO.

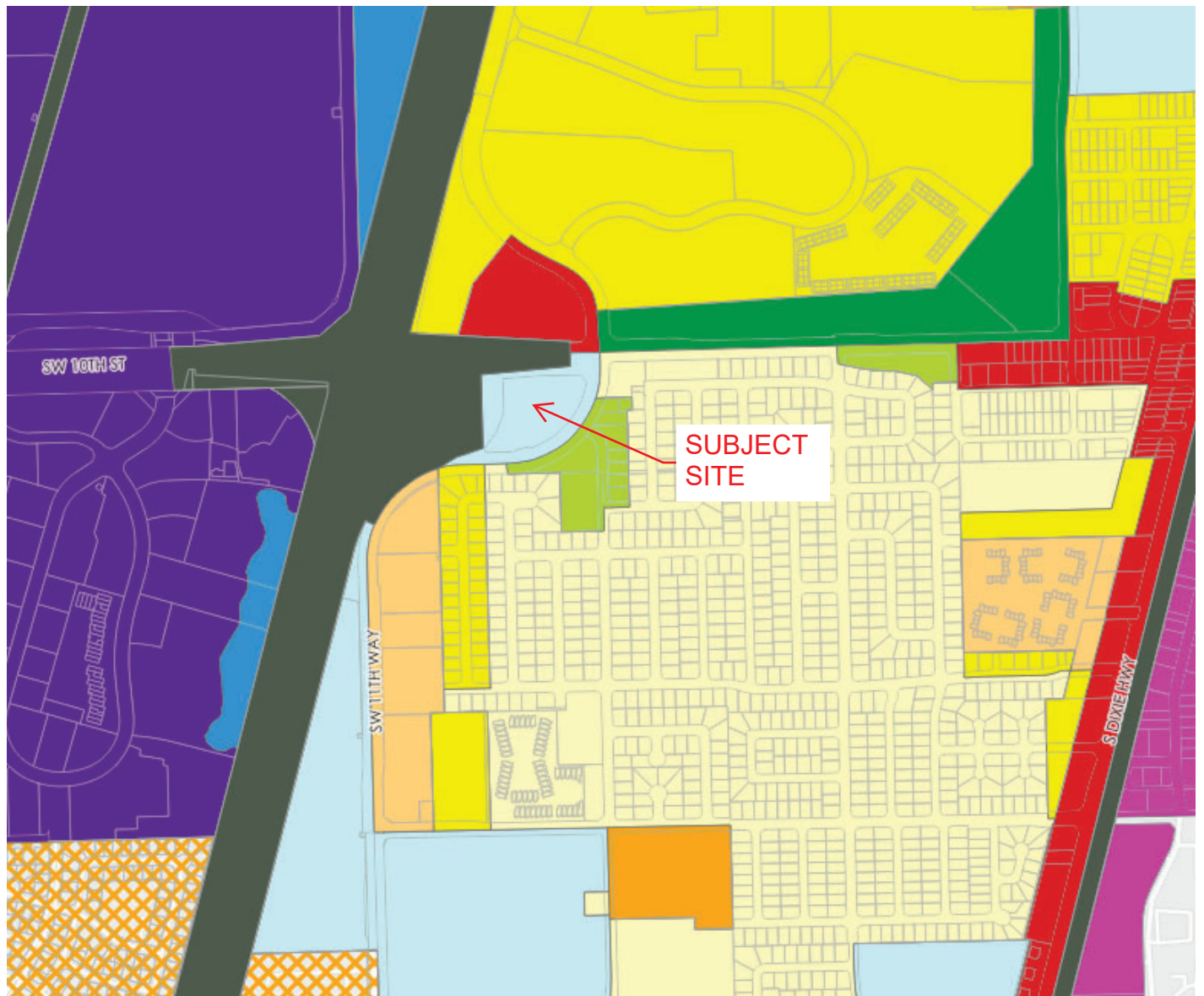
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[illegible]



August 10, 2026

1:2,400
0 112.5 225 450 ft
0 30 60 120 m



Future Land Use Categories

- | | | |
|---|---|--|
| ■ Commercial | ■ Office Park | ■ Recreation Commercial |
| ■ Commercial 2 | ■ Residential Low (5 DU/AC) | ■ Recreation Open Space |
| ■ Community Facility | ■ Residential Moderate (10 DU/AC) | ■ Transportation |
| ■ Conservation | ■ Residential Medium (15 DU/AC) | ■ York Residential Transit Oriented Development |
| ■ Employment Center | ■ Residential Medium (16 DU/AC) | ■ Utility |
| ■ Historic Place | ■ Residential High (25 DU/AC) | ■ Water |
| ■ Industrial | ■ Mixed Use Residential High (25 DU/AC) | ■ Dashed Line Areas
(NUMBER IN CIRCLE = MAXIMUM DU/AC) |
| ■ Local Activity Center | ■ Residential Irregular
(NUMBER IN CIRCLE = MAXIMUM DU/AC) | |

EXHIBIT 'D'

Deerfield Beach Land Use Map



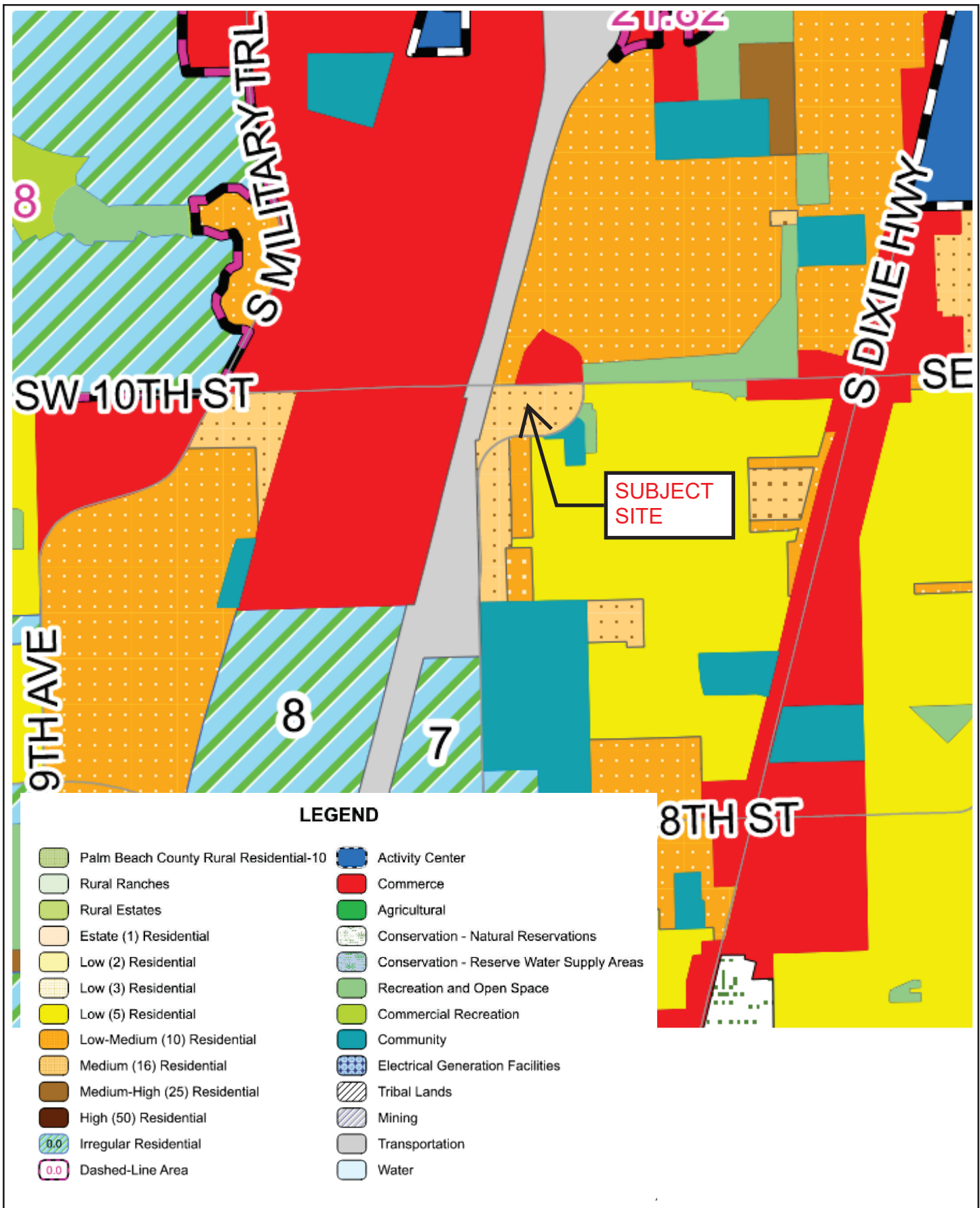


EXHIBIT 'E' **Broward County Land Use Map**

EXHIBIT 'F' - Deerfield Beach Parks Inventory

Amendment to Recreation and Open Space Element (Strike-through/underline)

(Section 8.22 FACILITIES INVENTORY (pp.11-14))

Table 8.1 Recreation and Open Space Inventory

From the City of Deerfield Beach Comprehensive Plan, Recreation and Open Space Element

City Parks	Acres	Allowable Acreage	Allowable Acreage 2045 <u>2050</u>	Notes
Mini Parks				
451 SE 19 Ave	1.18	1.18	1.18	
SE 19 Ave Median Park	0.91	0.91	0.91	
Cornerstone Park	0.5	0.5	0.5	
Ada Graham-Johnson Park	0.25	0.25	0.25	Zoned RS-5
Crystal Heights Mini Parks (4)	0.85	0.85	0.85	Zoned B-2
Trailhead Park	0.9	0.9	0.9	
Total	4.59	4.59	4.59	
Intracoastal Public Access				
NE 7 ST	0.14			Zoned RM-10
NE 5 ST	0.09			Zoned RM-10
NE 3 ST	0.08			Zoned RM-25
NE 2 ST	0.09			Zoned RM-25
SE 2 ST	0.07			Zoned RS-5
SE 4 ST	0.07			Zoned RS-5
SE 8 ST	0.11			Zoned RM-25
SE 10 ST	0.07			Zoned RM-25
Total	0.72	0	0	
Neighborhood Parks				
Johnny McKeithen Park	3.77	3.77	3.77	
Ecidar Park	3.25	3.25	3.25	
Constitution Park	8.47	8.47	8.47	
Villages of Hillsboro Park	10.72	10.72	10.72	
Deer Run East Park	1.51	1.51	1.51	
Mayo Howard Park	4.83	4.83	4.83	
Highlands Park	1.51	1.51	1.51	
North Crystal Heights Park	1.36	1.36	1.36	
South Crystal Heights Park	2.17	2.17	2.17	
Central Crystal Heights Park	1.51	1.51	1.51	

RECERTIFIED: 6/27/24

EFFECTIVE: 4/16/25

City Parks	Acres	Allowable Acreage	Allowable Acreage 2045 <u>2050</u>	Notes
Hillsboro Technology Park	3.46	3.46	3.46	
Total	42.56	42.56	42.56	
Community Parks				
Pioneer Park	24.95	24.95	24.95	Cemetery includes 14.2 ac required for Pioneer Grove LAC
Oveta McKeithen/ Westside Park	22.4	22.4	22.4	
Pineview	6.66	6.66	6.66	cemetery
Trailhead Linear Park	10.01	10.01	10.01	
Teen Center & Basketball Court	0.85	0.85	0.85	
Sullivan Park	2.68	2.68	2.68	
Branhilda Richardson-Knowles Park	3.31	3.31	3.31	
Total	70.86	70.86	70.86	
Undeveloped Parks				
Riverview Park	4.63	4.63	4.63	
Sand Pine Preserve	22.52	22.52	22.52	
438 NW 4 AVE	0.73	0.73	0.73	
555 SW 3 Ave.	1.19	1.19	1.19	-
Marty Popelsky Park	49.65	49.65	49.65	
Projected TOD Park Acreage Required	2.94		2.94	2045 projected acres: 2.94
Total	81.66 80.47	78.72 77.53	81.66 80.47	
School Sites				
Deerfield High School	37.22	15.34	15.34	
Deerfield Middle	30.71	14.93	14.93	
Zion Lutheran	12.98	7.21	7.21	
Quiet Waters Elementary	22.48	2.68	2.68	
Tedder Elementary	15.02	1.64	1.64	
Deerfield Beach Elementary	12.99	2.11	2.11	
Deerfield Park	9.96	2.35	2.35	
Park Ridge	10.16	2.1	2.1	
Total	151.52	48.36	48.36	
Beaches				
Public South Beach	11.69	11.69	11.69	

City Parks	Acres	Allowable Acreage	Allowable Acreage 2045 2050	Notes
Private Beach	7.7			
Total	19.39	11.69	11.69	
Golf Courses				
Deer Creek Country Club	148	22.2	22.2	15% of community park requirement
Total	148	22.2	22.2	
Other Private Recreational Acreage				
Riverglen Playground Park	1.5			Zoned PUD
Riverglen Green Space	9.02			Zoned PUD
Riverglen Recreation Facility	2.19			Zoned PUD
Waterways Recreation Facilities	6.19			Zoned PUD
Natura Park	0.82			
Deer Creek Hillsboro Canal Park	8.41	8.41	8.41	
Crystal Lake	153.19	18.82	25.72	TAZ 34 and 35 due to population increase: 25.72 ac
Century Village Green Space	86.52			Owned by Century Village Master Mgmt
Total	267.84	27.23	34.13	
County Open Space/Parks				
Deerfield Highlands Conservation Area	9.97			
Military Trail Park/Conservation	20.73			
Total	30.7	0	0	
Regional Parks				
Quiet Waters Park	466.33	10	10	
Deerfield Island Park	53.31	10	10	
Hillsboro Canal Property	40.2	10	10	owned by SFWMD
Total	559.84	30	30	
Total Park & Open Space Acres	1377.68 1376.49			
Total Park & Open Space Allowed Acres		336.21 335.02		

City Parks	Acres	Allowable Acreage	Allowable Acreage 2045 <u>2050</u>	Notes
Total Park & Open Space Allowed Acres 2045 <u>2050</u> Projected			346.05 <u>344.86</u>	-
* Allowable acreage limited to 3 acres/1000 residents in the vicinity (TAZ 34 & 35)				

Level of Service Calculation			
Year	Population ¹	Demand (3/ac/1000)	Supply
2025	85,966	257.87	336.21 <u>335.02</u>
2045 <u>2050</u>	93,188 <u>96,884</u>	279.56 <u>290.65</u>	346.05 <u>344.86</u>

Section 8.3 ANALYSIS (p.19)

Table 8.3 Recreation Acreage and Level of Service

Level of Service Calculation				
Year	Population ¹	Demand (3 ac/1,000)	Supply	Acres per Thousand LOS
2025	85,966	257.90	336.21 <u>335.02</u>	3.91 <u>3.89</u>
2045 <u>2050</u>	93,188 <u>96,884</u>	279.56 <u>290.65</u>	346.05 <u>344.86</u>	3.71 <u>3.56</u>
¹ Source: Broward County Planning and Development Division 2017 PFAM Report				

Amendment to Recreation and Open Space Element (clean copy)

(Section 8.22 FACILITIES INVENTORY (pp.11-14))

Table 8.1 Recreation and Open Space Inventory

From the City of Deerfield Beach Comprehensive Plan, Recreation and Open Space Element

City Parks	Acres	Allowable Acreage	Allowable Acreage 2050	Notes
Mini Parks				
451 SE 19 Ave	1.18	1.18	1.18	
SE 19 Ave Median Park	0.91	0.91	0.91	
Cornerstone Park	0.5	0.5	0.5	
Ada Graham-Johnson Park	0.25	0.25	0.25	Zoned RS-5
Crystal Heights Mini Parks (4)	0.85	0.85	0.85	Zoned B-2
Trailhead Park	0.9	0.9	0.9	
Total	4.59	4.59	4.59	
Intracoastal Public Access				
NE 7 ST	0.14			Zoned RM-10
NE 5 ST	0.09			Zoned RM-10
NE 3 ST	0.08			Zoned RM-25
NE 2 ST	0.09			Zoned RM-25
SE 2 ST	0.07			Zoned RS-5
SE 4 ST	0.07			Zoned RS-5
SE 8 ST	0.11			Zoned RM-25
SE 10 ST	0.07			Zoned RM-25
Total	0.72	0	0	
Neighborhood Parks				
Johnny McKeithen Park	3.77	3.77	3.77	
Ecidar Park	3.25	3.25	3.25	
Constitution Park	8.47	8.47	8.47	
Villages of Hillsboro Park	10.72	10.72	10.72	
Deer Run East Park	1.51	1.51	1.51	
Mayo Howard Park	4.83	4.83	4.83	
Highlands Park	1.51	1.51	1.51	
North Crystal Heights Park	1.36	1.36	1.36	
South Crystal Heights Park	2.17	2.17	2.17	
Central Crystal Heights Park	1.51	1.51	1.51	

City Parks	Acres	Allowable Acreage	Allowable Acreage 2050	Notes
Hillsboro Technology Park	3.46	3.46	3.46	
Total	42.56	42.56	42.56	
Community Parks				
Pioneer Park	24.95	24.95	24.95	Cemetery includes 14.2 ac required for Pioneer Grove LAC
Oveta McKeithen/ Westside Park	22.4	22.4	22.4	
Pineview	6.66	6.66	6.66	cemetery
Trailhead Linear Park	10.01	10.01	10.01	
Teen Center & Basketball Court	0.85	0.85	0.85	
Sullivan Park	2.68	2.68	2.68	
Branhilda Richardson-Knowles Park	3.31	3.31	3.31	
Total	70.86	70.86	70.86	
Undeveloped Parks				
Riverview Park	4.63	4.63	4.63	
Sand Pine Preserve	22.52	22.52	22.52	
438 NW 4 AVE	0.73	0.73	0.73	
Marty Popelsky Park	49.65	49.65	49.65	
Projected TOD Park Acreage Required	2.94		2.94	2045 projected acres: 2.94
Total	80.47	77.53	80.47	
School Sites				
Deerfield High School	37.22	15.34	15.34	
Deerfield Middle	30.71	14.93	14.93	
Zion Lutheran	12.98	7.21	7.21	
Quiet Waters Elementary	22.48	2.68	2.68	
Tedder Elementary	15.02	1.64	1.64	
Deerfield Beach Elementary	12.99	2.11	2.11	
Deerfield Park	9.96	2.35	2.35	
Park Ridge	10.16	2.1	2.1	
Total	151.52	48.36	48.36	
Beaches				
Public South Beach	11.69	11.69	11.69	
Private Beach	7.7			

City Parks	Acres	Allowable Acreage	Allowable Acreage 2050	Notes
Total	19.39	11.69	11.69	
Golf Courses				
Deer Creek Country Club	148	22.2	22.2	15% of community park requirement
Total	148	22.2	22.2	
Other Private Recreational Acreage				
Riverglen Playground Park	1.5			Zoned PUD
Riverglen Green Space	9.02			Zoned PUD
Riverglen Recreation Facility	2.19			Zoned PUD
Waterways Recreation Facilities	6.19			Zoned PUD
Natura Park	0.82			
Deer Creek Hillsboro Canal Park	8.41	8.41	8.41	
Crystal Lake	153.19	18.82	25.72	TAZ 34 and 35 due to population increase: 25.72 ac
Century Village Green Space	86.52			Owned by Century Village Master Mgmt
Total	267.84	27.23	34.13	
County Open Space/Parks				
Deerfield Highlands Conservation Area	9.97			
Military Trail Park/Conservation	20.73			
Total	30.7	0	0	
Regional Parks				
Quiet Waters Park	466.33	10	10	
Deerfield Island Park	53.31	10	10	
Hillsboro Canal Property	40.2	10	10	owned by SFWMD
Total	559.84	30	30	
Total Park & Open Space Acres	1376.49			
Total Park & Open Space Allowed Acres		335.02		
Total Park & Open Space Allowed Acres 2050 Projected			344.86	-

City Parks	Acres	Allowable Acreage	Allowable Acreage 2050	Notes
<i>* Allowable acreage limited to 3 acres/1000 residents in the vicinity (TAZ 34 & 35)</i>				

Level of Service Calculation			
Year	Population ¹	Demand (3/ac/1000)	Supply
2025	85,966	257.87	335.02
2050	96,884	290.65	344.86

Section 8.3 ANALYSIS (p.19)

Table 8.3 Recreation Acreage and Level of Service

Level of Service Calculation				
Year	Population ¹	Demand (3 ac/1,000)	Supply	Acres per Thousand LOS
2025	85,966	257.90	335.02	3.89
2050	96,884	290.65	344.86	3.56

August 11, 2025

Joel Kaplan
MBA Development Group
55 NE 5th Avenue, Suite 501
Boca Raton, FL 33432

RE: Deerfield Beach Mixed Use Traffic Analysis
Bowman Project No. 314360-01-001

Bowman Consulting Group, Ltd. (Bowman) has completed a traffic analysis associated with the proposed Deerfield Beach Mixed Use, located at the southwest corner of SW 10 Street and FAU Research Park Boulevard, in the City of Deerfield Beach, Florida. The site is currently vacant land. The proposed mixed-use development, with a projected buildout of 2028, will include a mix of office, coffee shop, restaurant, residential, hotel land uses. The site plan is attached in **Appendix A. Figure 1** graphically depicts the site location.

Figure 1 Site Location



Project Trip Generation

Using trip generation information obtained from the Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 11th Edition, trip generation estimates were developed for the proposed land uses. The trip generation summary for daily, AM peak hour, and PM peak hour conditions are summarized in **Table 1**. The analysis indicates that the proposed development is anticipated to result in 3,459 daily trips, 367 AM peak hour trips, and 376 PM peak hour trips. The trip generation analysis is attached in **Appendix B**. Excerpts from ITE are attached in **Appendix C**.

Table 1 Trip Generation Summary

	NEW TRIPS		
	IN	OUT	TOTAL
DAILY	1,729	1,732	3,459
AM PEAK	250	117	367
PM PEAK	134	242	376

Project Trip Distribution

The project trip distribution for the proposed development was based on a review of existing traffic volumes, roadway characteristics for the surrounding roadway network, and nearby land uses. Annual Average Daily Traffic (AADT) volumes obtained from the Florida Department of Transportation (FDOT) count stations include the following:

- Station #86-9125, Natura Boulevard S of Hillsboro Boulevard: 9,200 AADT
- Station #86-7017, NE 3 Avenue, N of NE 48 Street: 12,900 AADT
- Station #86-7196, SW 10 Street, W of Dixie Highway: 31,000 AADT
- Station #86-3015, SW 10 Street W of SR-9/I-95: 51,500 AADT

The historical volume data is included in **Appendix D**. Based on the volumes, the following distribution is proposed:

- To/from the north on SW Natura Boulevard: 10 percent
- To/from the south on FAU Research Park Boulevard: 10 percent
- To/from the east on SW 10 Street: 30 percent
- To/from the west on SW 10 Street: 50 percent

The project distribution is graphically shown on **Figure 2** and the driveway volumes are graphically shown on **Figure 3**.

Figure 2 Project Distribution

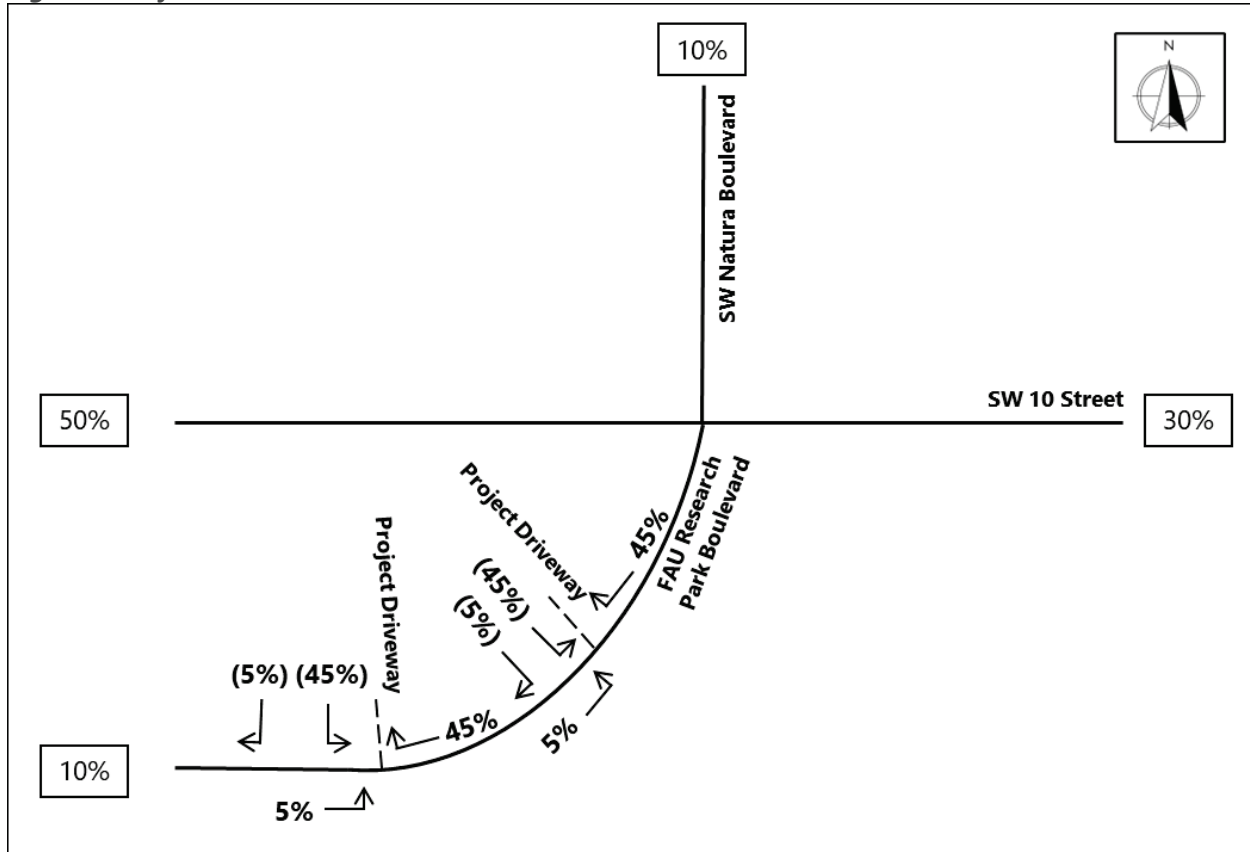
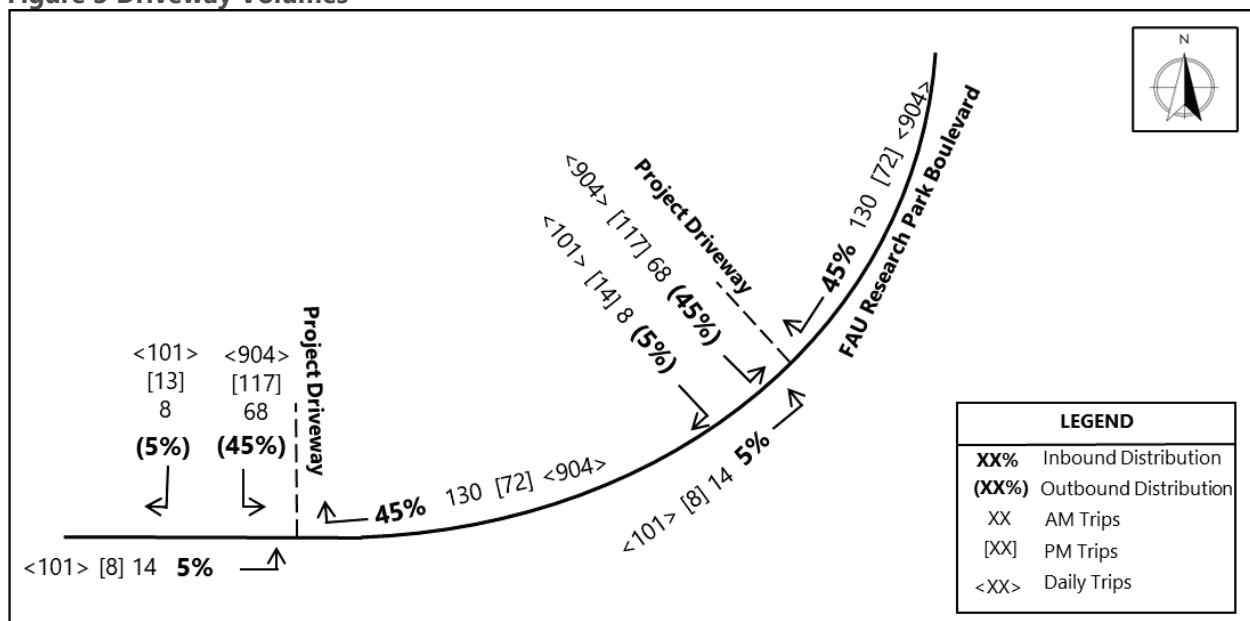


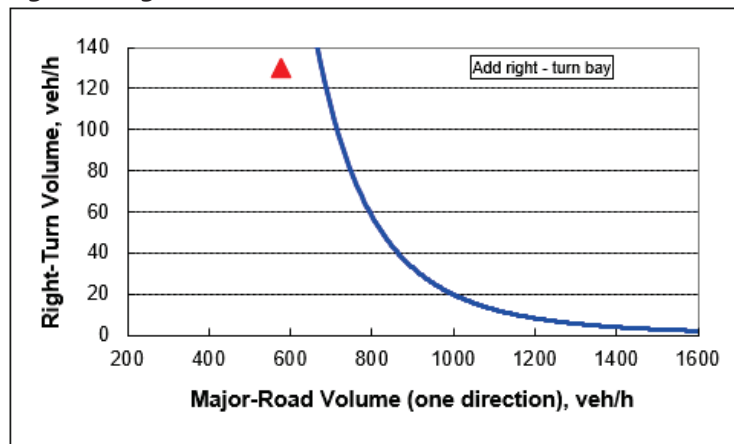
Figure 3 Driveway Volumes



Turn Lane Evaluation

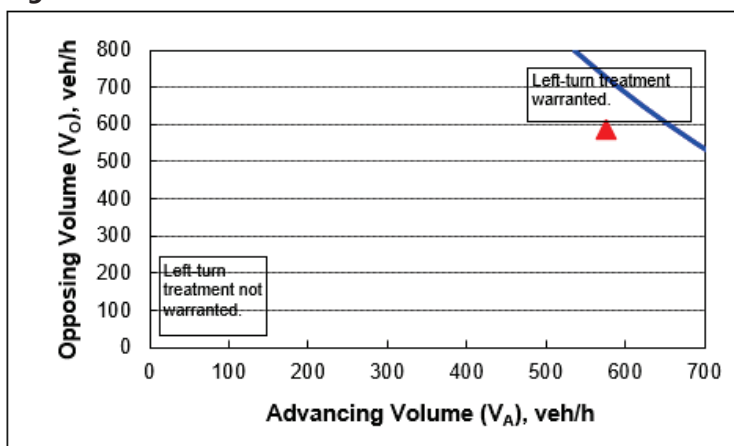
Turn lane evaluations were performed to determine the need for exclusive left or right turn lanes at both project access locations using the exclusive turn-lane warrant criteria from the National Cooperative Highway Research Program (NCHRP) Report 457. The worksheets are included in **Appendix E**. Daily volumes obtained from the FDOT Station #86-7017 were used for the major road volume. The following evaluations were performed using graphs from the guidelines.

Figure 4 Right Turn Lane Evaluation



As shown on Figure 3, the maximum peak hour southbound right turn volume at either project driveway is 130 vehicles and the corresponding, advancing southbound volume was determined to be 576 vehicles (Southbound daily volume=6400, K factor 9.00; $6400 \times 0.09 = 576$). Therefore, as shown on **Figure 4**, right turn lanes are not warranted at either project driveway.

Figure 5 Left Turn Lane Evaluation



As shown on Figure 3, the maximum peak hour northbound left turn volume at either project driveway is 14 vehicles, the advancing northbound volume was determined to be 585 vehicles (Northbound daily volume=6500, K factor =9.00; $6500 \times 0.09 = 585$), and the opposing southbound volume was determine to be 576 (Southbound daily volume=6400, K factor=9.00; $6400 \times 0.09 = 576$). The left turns are

approximately 2.4 percent of the total northbound advancing volume ($14/585$). Therefore, as shown on **Figure 5**, left turn lanes are not warranted at either project driveway.

Bowman

Should you have any questions or comments regarding these findings, please do not hesitate to call me.

Sincerely,



State of Florida, Board of Professional Engineers

Appendix A

Site Plan

Appendix B

Trip Generation Analysis

**TRIP GENERATION ANALYSIS - DAILY CONDITIONS
DEERFIELD BEACH MIXED USE TRAFFIC ANALYSIS**

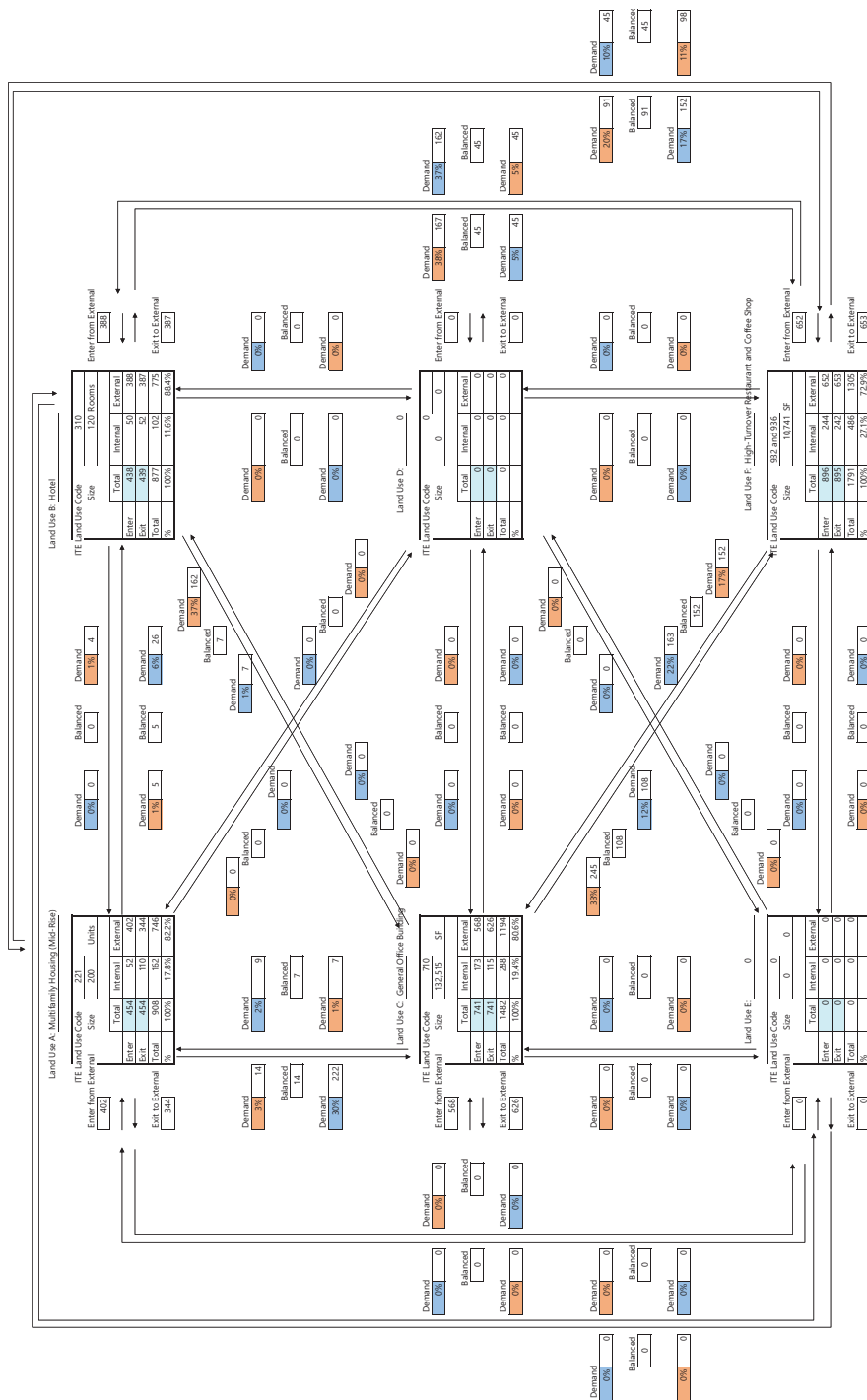
LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS			INTERNAL TRIPS ⁽¹⁾			EXTERNAL TRIPS			PASS-BY ⁽¹⁾			NEW TRIPS			
						IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	
Multifamily Housing (Mid-Rise)	221	200 Units	T = 4.77 (X) - 46.46	50%	50%	454	454	908	52	110	162	17.9%	402	344	746	0	0	0	402	344	746
Hotel	310	120 Rooms	T = 10.84 (X) - 423.51	50%	50%	438	439	877	50	52	102	11.6%	388	387	775	0	0	0	388	387	775
General Office Building	710	132,515 SF	Ln(T) = 0.87 Ln(X) + 3.05	50%	50%	741	741	1,482	173	115	288	19.4%	568	626	1,194	0	0	0	568	626	1,194
High-Turnover Restaurant	932	9,241 SF	T = 107.20 (X)	50%	50%	496	495	991	135	134	269	27.1%	361	361	722	155	155	310	43%	206	412
Coffee/Donut Shop without Drive-Through Window ⁽²⁾	936	1,500 SF	T = 533.57 (X)	50%	50%	400	400	800	109	108	217	27.1%	291	292	583	126	125	251	43%	167	332
TOTAL						2,529	2,529	5,058	519	519	1,038	20.5%	2,010	2,010	4,020	281	280	561	1,729	1,730	3,459

(1) ITE Trip Generation Manual, 11th Edition. Pass-by for LU 936 based on LU 992.

(2) The daily rate for LUC 936 was based on LU 997.

Analyst: Daily
Date: _____

Name of Drpct: _____
Time Period: Daily



Net External Trips for Each Land Use Development

Land Use	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	402	386	568	0	0	652	2010
Exit	102	36	182	0	0	182	502
Total	300	350	750	0	0	834	1506
Single-Use Trip Gen Estimate	908	877	1482	0	0	1791	5058
Source	ITE Trip Generation Handbook, 3rd Edition						20.5%

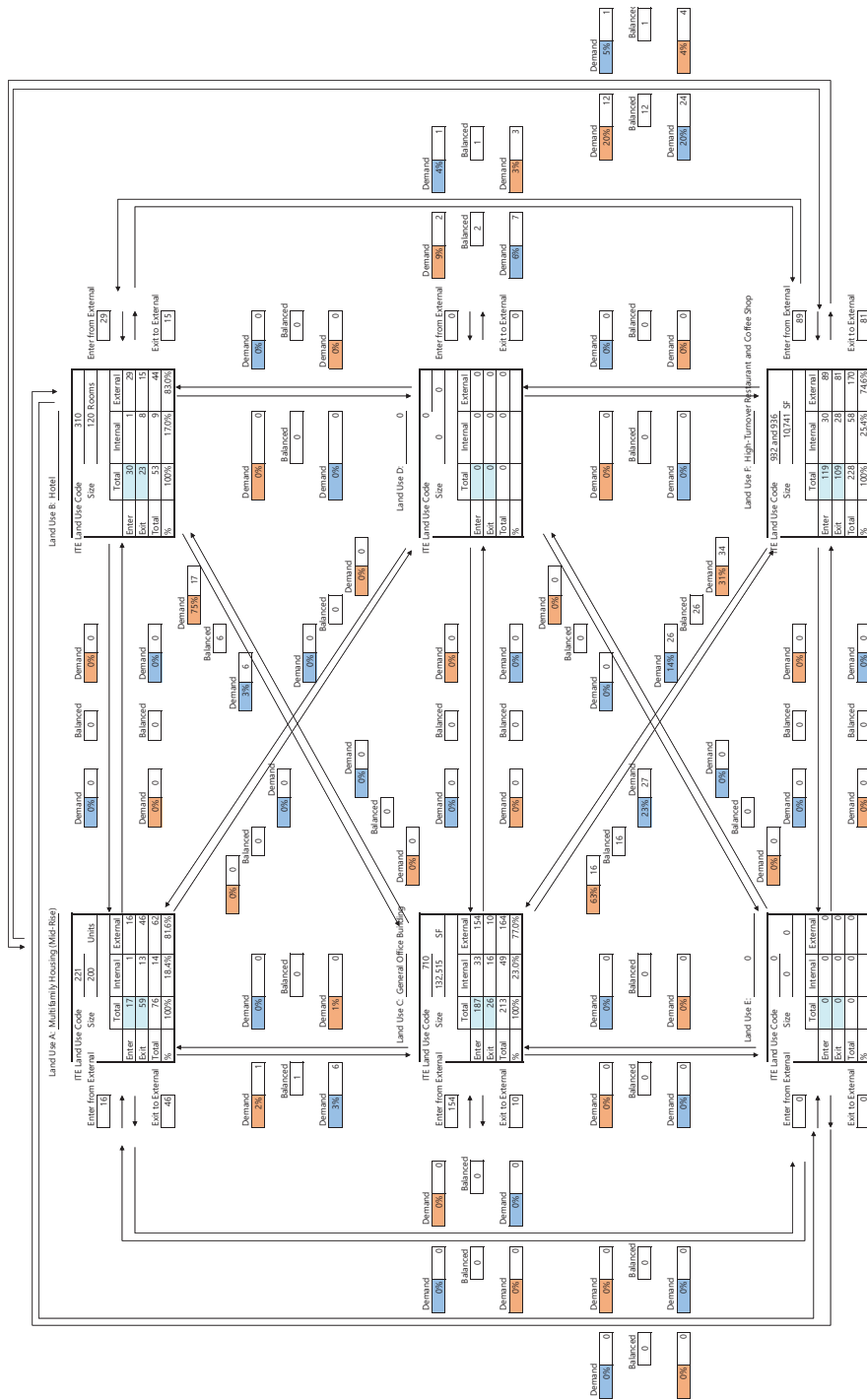
**TRIP GENERATION ANALYSIS - AM CONDITIONS
DEERFIELD BEACH MIXED USE TRAFFIC ANALYSIS**

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS			INTERNAL TRIPS ⁽¹⁾			EXTERNAL TRIPS			PASS-BY ⁽¹⁾			NEW TRIPS		
						IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
Multifamily Housing (Mid-Rise)	221	200 Units	T = 0.44 (X) - 11.61	23%	77%	17	59	76	1	13	14	16	46	62	0	0	0	16	46	62
Hotel	310	120 Rooms	T = 0.50 (X) - 7.45	56%	44%	30	23	53	1	8	9	29	15	44	0	0	0	29	15	44
General Office Building	710	132,515 SF	Ln(T) = 0.86 Ln(X) + 1.16	88%	12%	187	26	213	33	16	49	154	10	164	0	0	0	154	10	164
High-Turnover Restaurant	932	9,241 SF	T = 9.57 (X)	55%	45%	48	40	88	12	10	22	36	30	66	15	13	28	21	17	38
Coffee/Donut Shop without Drive-Through Window ⁽²⁾	936	1,500 SF	T = 93.08 (X)	51%	49%	71	69	140	18	18	36	53	51	104	23	22	45	30	29	59
TOTAL						353	217	570	65	65	130	288	152	440	38	35	73	250	117	367

(1) ITE Trip Generation Manual, 11th Edition. Pass-by for LU 936 based on LU 932.

Analyst AM
Date

Name of Design
Time Period AM



Net External Traffic for Each Land Use Development

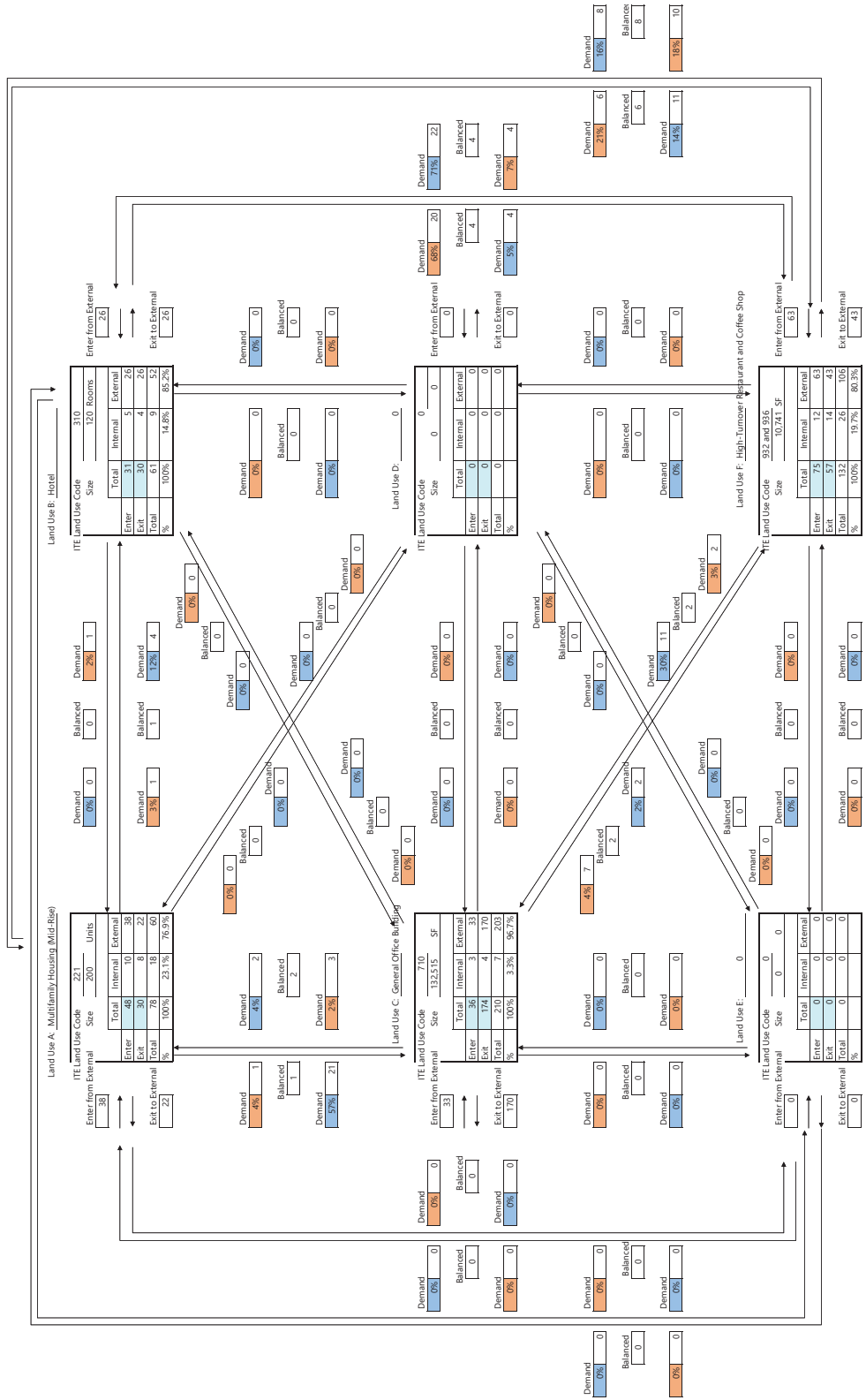
Land Use	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	16	29	154	66	0	89	254
Exit	46	15	10	3	0	81	155
Net	-30	14	144	63	0	8	99
Single-Use Trip Generation	76	53	213	69	0	238	579

Source: ITE Trip Generation Handbook, 1st Edition

**TRIP GENERATION ANALYSIS - PM CONDITIONS
DEERFIELD BEACH MIXED USE TRAFFIC ANALYSIS**

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS			INTERNAL TRIPS ⁽¹⁾			EXTERNAL TRIPS			PASS-BY ⁽¹⁾			NEW TRIPS		
						IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
Multifamily Housing (Mid-Rise)	221	200 Units	T= 0.39 (X) + 0.34	61%	39%	48	30	78	10	8	18	23	22	60	0	0	0	38	22	60
Hotel	310	120 Rooms	T= 0.74 (X) - 27.89	51%	49%	31	30	61	5	4	9	14	26	52	0	0	0	26	26	52
General Office Building	710	132,515 SF	Ln(T)= 0.83 Ln(X) + 1.29	17%	83%	36	174	210	3	4	7	33	170	203	0	0	0	33	170	203
High-Turnover Restaurant	932	9,241 SF	T= 9.05 (X)	61%	39%	51	33	84	8	8	16	43	25	68	18	11	29	25	14	39
Coffee/Donut Shop without Drive-Through Window ⁽²⁾	936	1,500 SF	T= 32.29 (X)	50%	50%	24	24	48	4	6	10	20	18	38	8	8	16	12	10	22
TOTAL						190	291	481	30	30	60	160	261	421	26	19	45	134	242	376

⁽¹⁾ ITE Trip Generation Manual, 11th Edition - Pass-by for LU 936 based on LU 932.



Net External Trips for Multi-Use Development

Land Use	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	38	26	33	33	43	43	216
Exit	22	26	170	0	43	26	287
Total	60	52	203	0	106	69	693
Single-Use Trip Gen. Estimate	78	61	210	0	132	481	1,262
Source: ITE Trip Generation Handbook, 3rd Edition							

Appendix C

Trip Generation Information

Land Use: 221

Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments and condominiums located in a building that has between four and 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways.

Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (mid-rise) (Land Use 226), and mid-rise residential with ground-floor commercial (Land Use 231) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.5 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, Montana, New Jersey, New York, Ontario (CAN), Oregon, Utah, and Virginia.

Source Numbers

168, 188, 204, 305, 306, 321, 818, 857, 862, 866, 901, 904, 910, 949, 951, 959, 963, 964, 966, 967, 969, 970, 1004, 1014, 1022, 1023, 1025, 1031, 1032, 1035, 1047, 1056, 1057, 1058, 1071, 1076

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 11

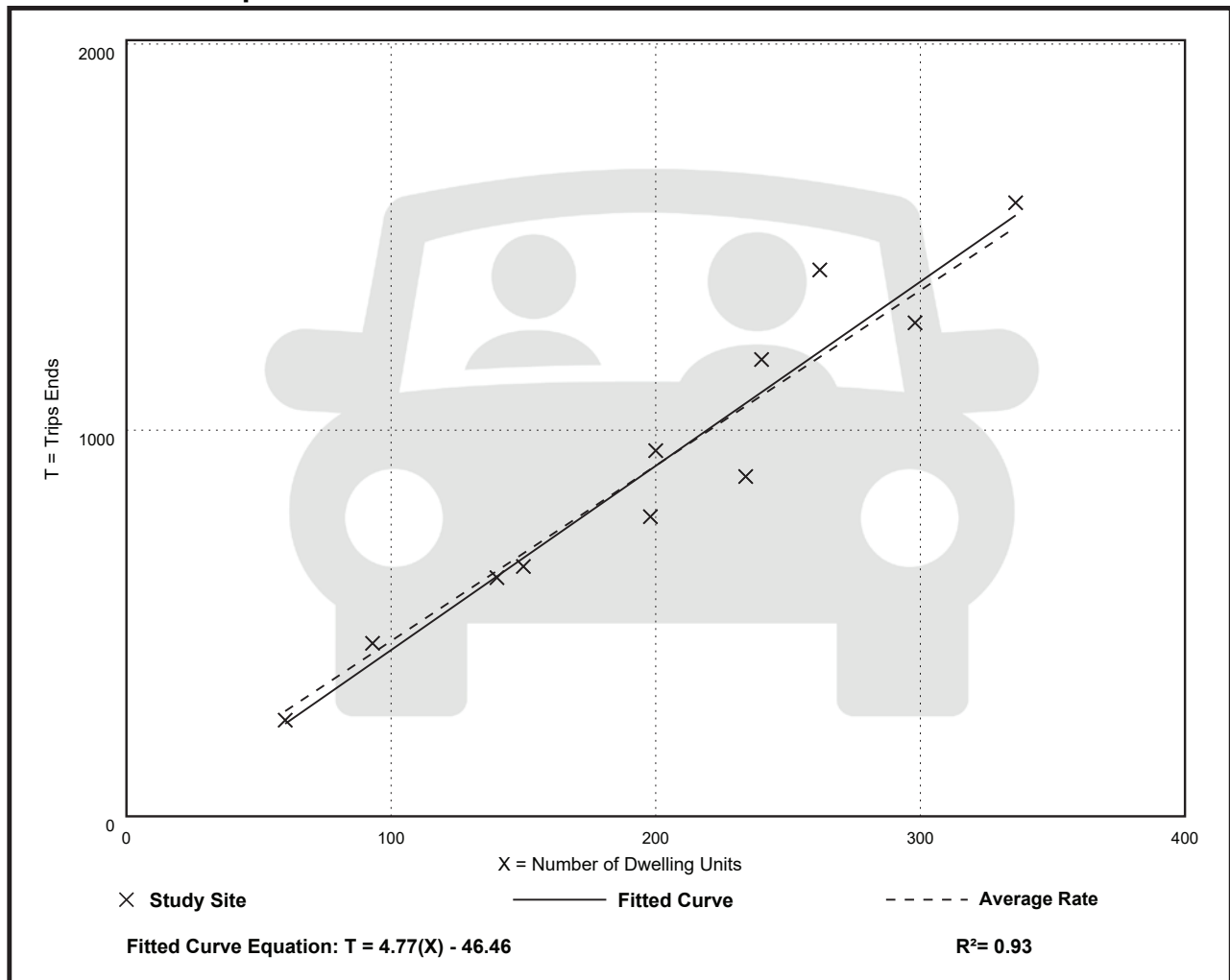
Avg. Num. of Dwelling Units: 201

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

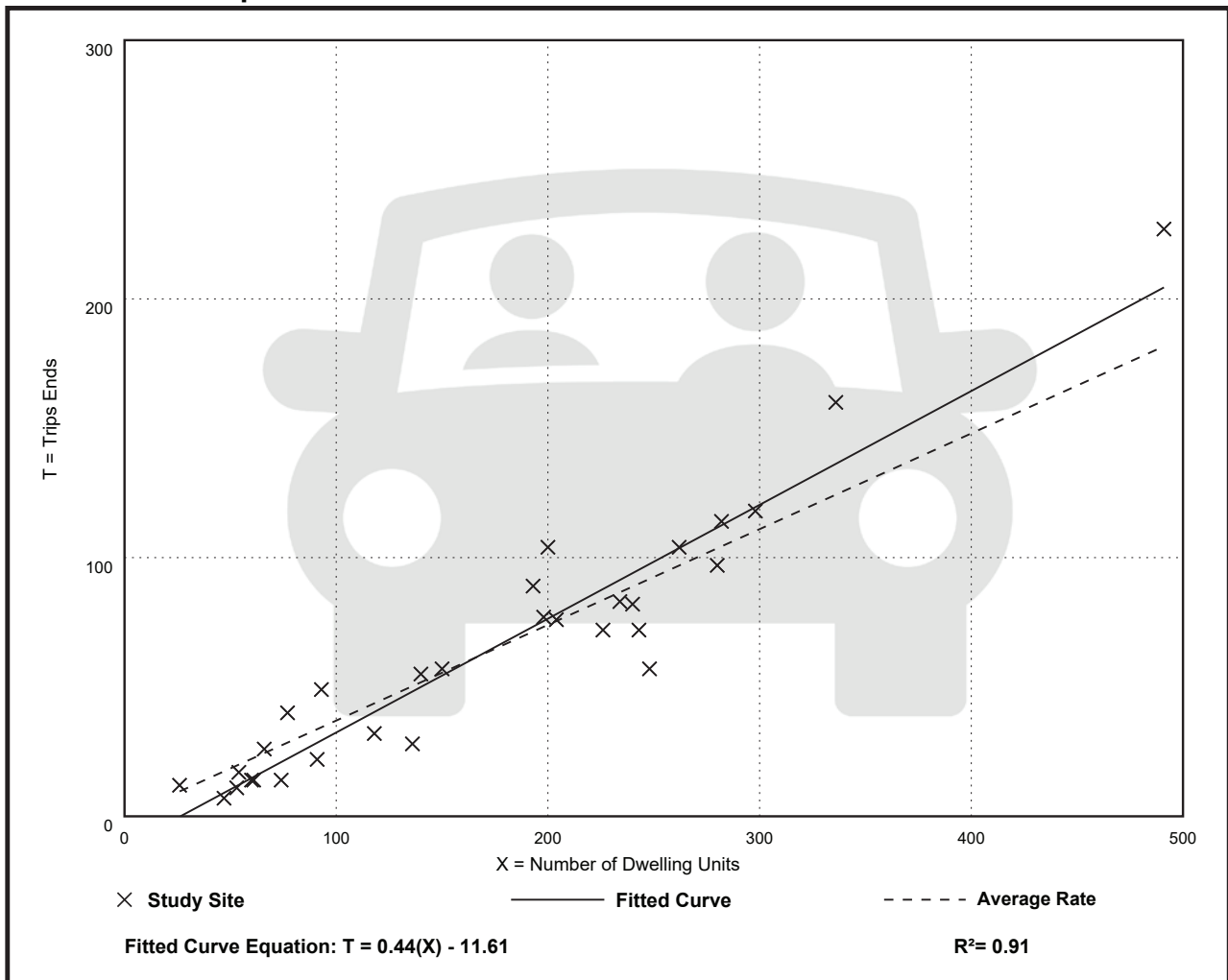
Avg. Num. of Dwelling Units: 173

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

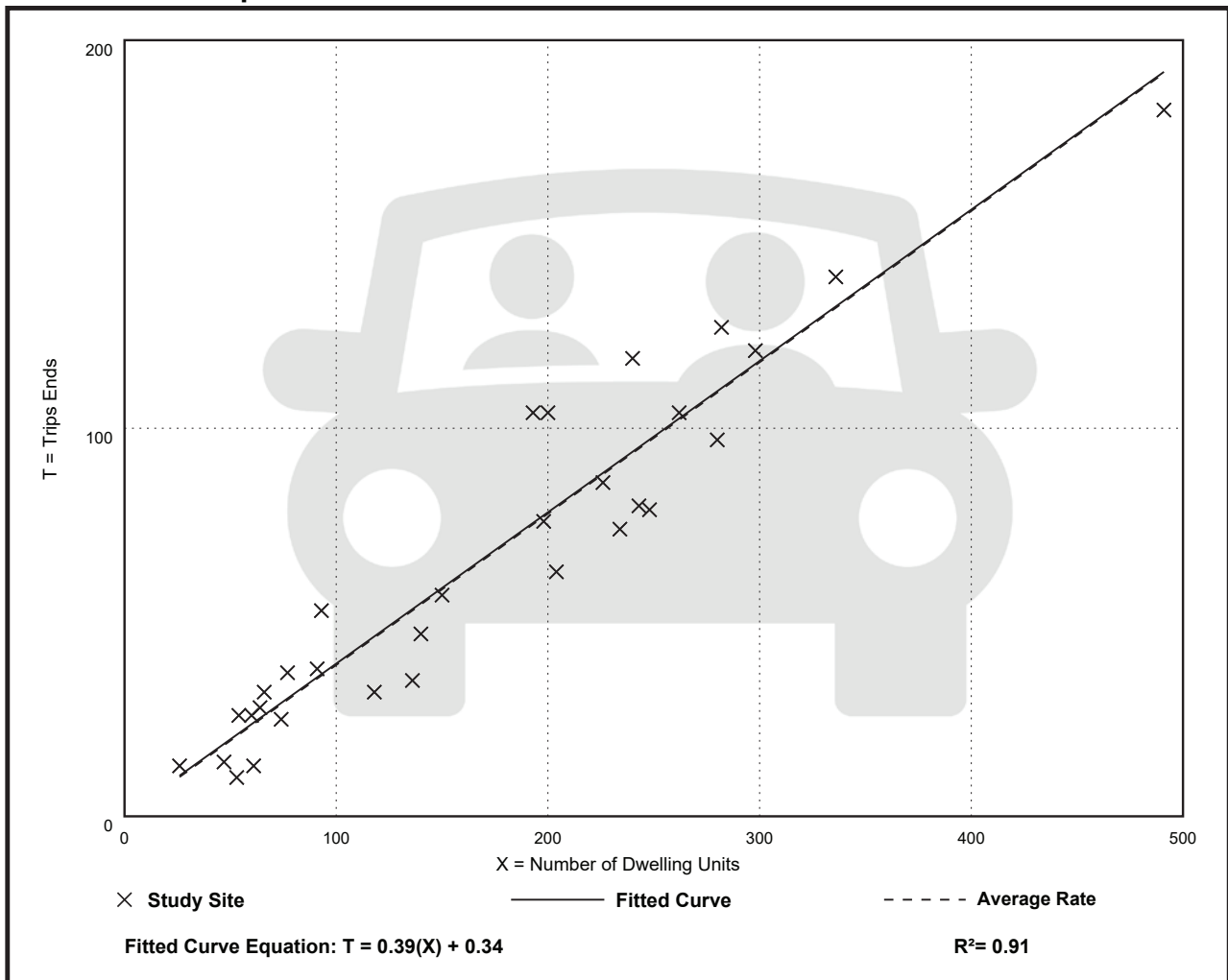
Avg. Num. of Dwelling Units: 169

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



Land Use: 310

Hotel

Description

A hotel is a place of lodging that provides sleeping accommodations and supporting facilities such as a full-service restaurant, cocktail lounge, meeting rooms, banquet room, and convention facilities. A hotel typically provides a swimming pool or another recreational facility such as a fitness room. All suites hotel (Land Use 311), business hotel (Land Use 312), motel (Land Use 320), and resort hotel (Land Use 330) are related uses.

Additional Data

Twenty-five studies provided information on occupancy rates at the time the studies were conducted. The average occupancy rate for these studies was approximately 82 percent.

Some properties in this land use provide guest transportation services (e.g., airport shuttle, limousine service, golf course shuttle service) which may have an impact on the overall trip generation rates.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, District of Columbia, Florida, Georgia, Indiana, Minnesota, New York, Ontario (CAN), Pennsylvania, South Dakota, Texas, Vermont, Virginia, and Washington.

For all lodging uses, it is important to collect data on occupied rooms as well as total rooms in order to accurately predict trip generation characteristics for the site.

Trip generation at a hotel may be related to the presence of supporting facilities such as convention facilities, restaurants, meeting/banquet space, and retail facilities. Future data submissions should specify the presence of these amenities. Reporting the level of activity at the supporting facilities such as full, empty, partially active, number of people attending a meeting/banquet during observation may also be useful in further analysis of this land use.

Source Numbers

170, 260, 262, 277, 280, 301, 306, 357, 422, 507, 577, 728, 867, 872, 925, 951, 1009, 1021, 1026, 1046

Hotel (310)

Vehicle Trip Ends vs: Rooms
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 7

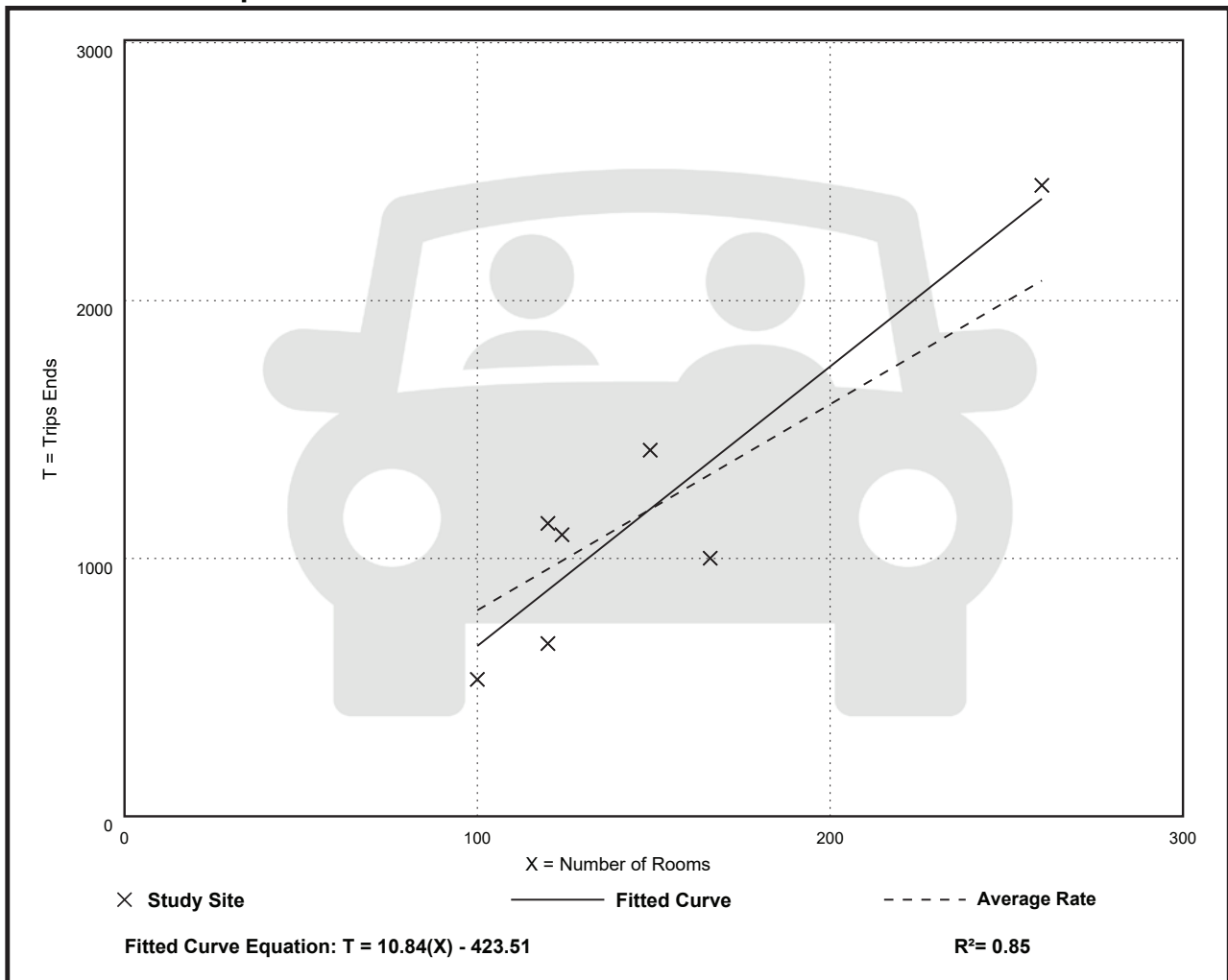
Avg. Num. of Rooms: 148

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
7.99	5.31 - 9.53	1.92

Data Plot and Equation



Hotel (310)

Vehicle Trip Ends vs: Rooms

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 28

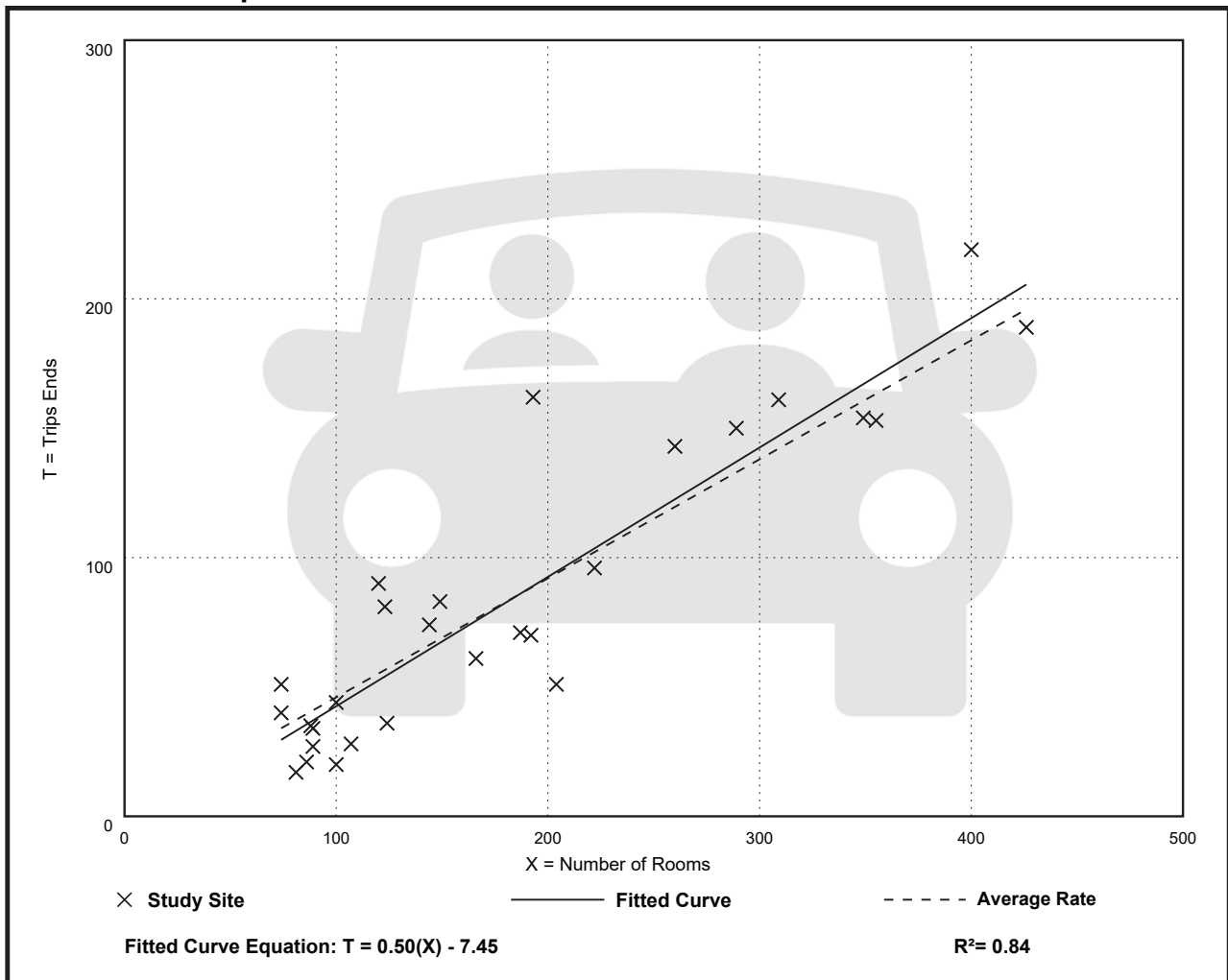
Avg. Num. of Rooms: 182

Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.46	0.20 - 0.84	0.14

Data Plot and Equation



Hotel (310)

Vehicle Trip Ends vs: Rooms

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

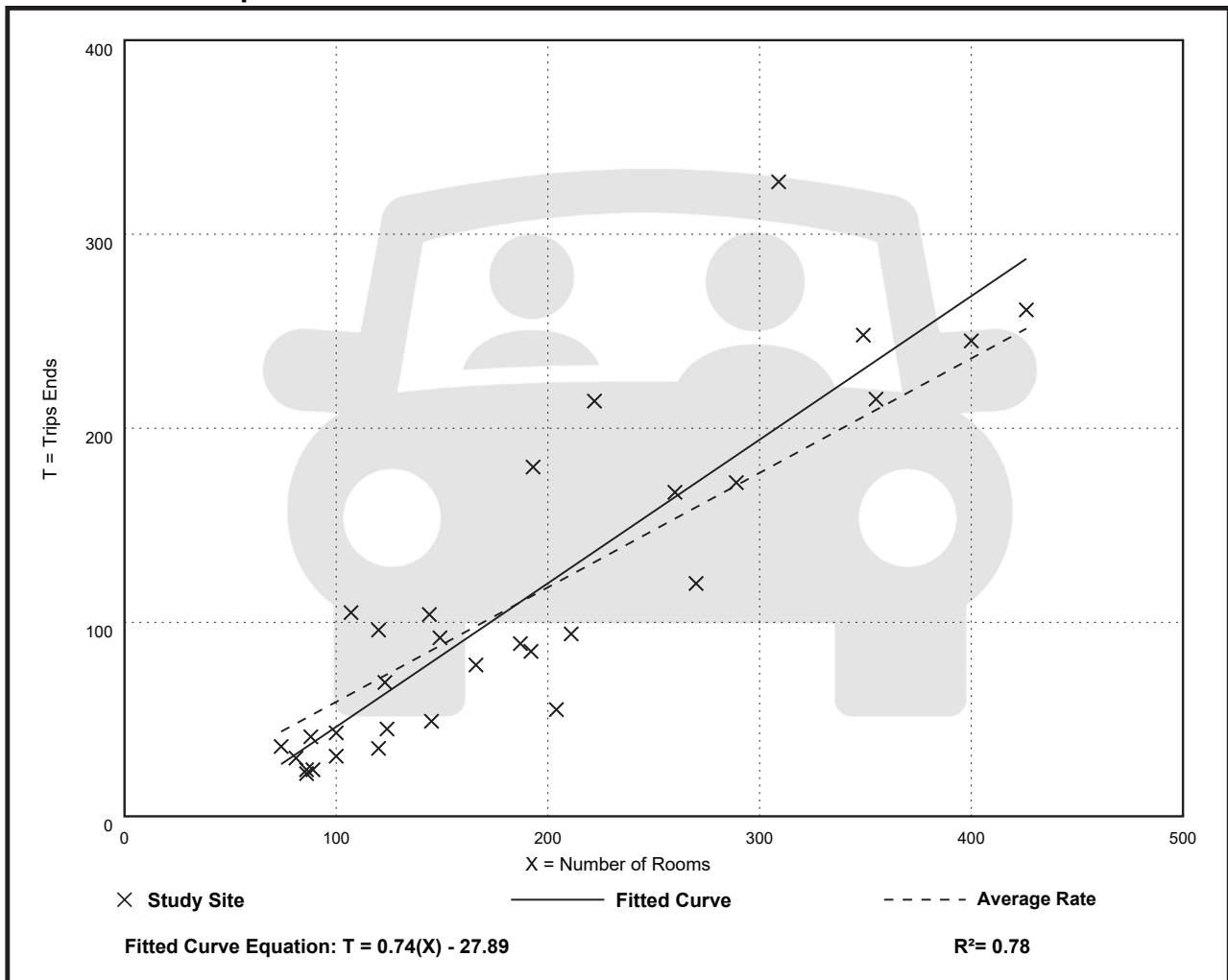
Avg. Num. of Rooms: 186

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.59	0.26 - 1.06	0.22

Data Plot and Equation



Land Use: 710

General Office Building

Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN), Pennsylvania, Texas, Utah, Virginia, and Washington.

Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061

General Office Building (710)

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

Setting/Location: General Urban/Suburban

Number of Studies: 59

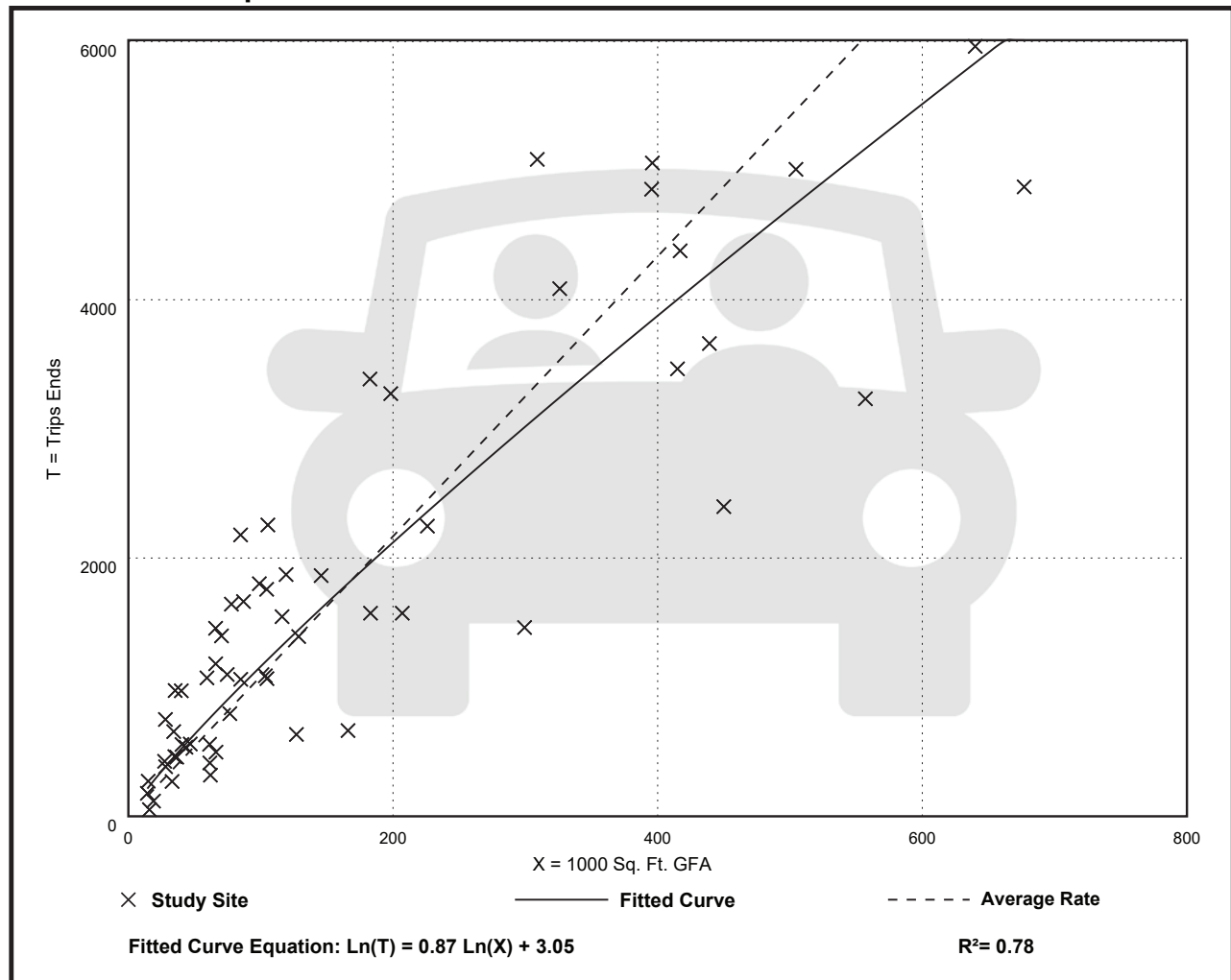
Avg. 1000 Sq. Ft. GFA: 163

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation



General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 221

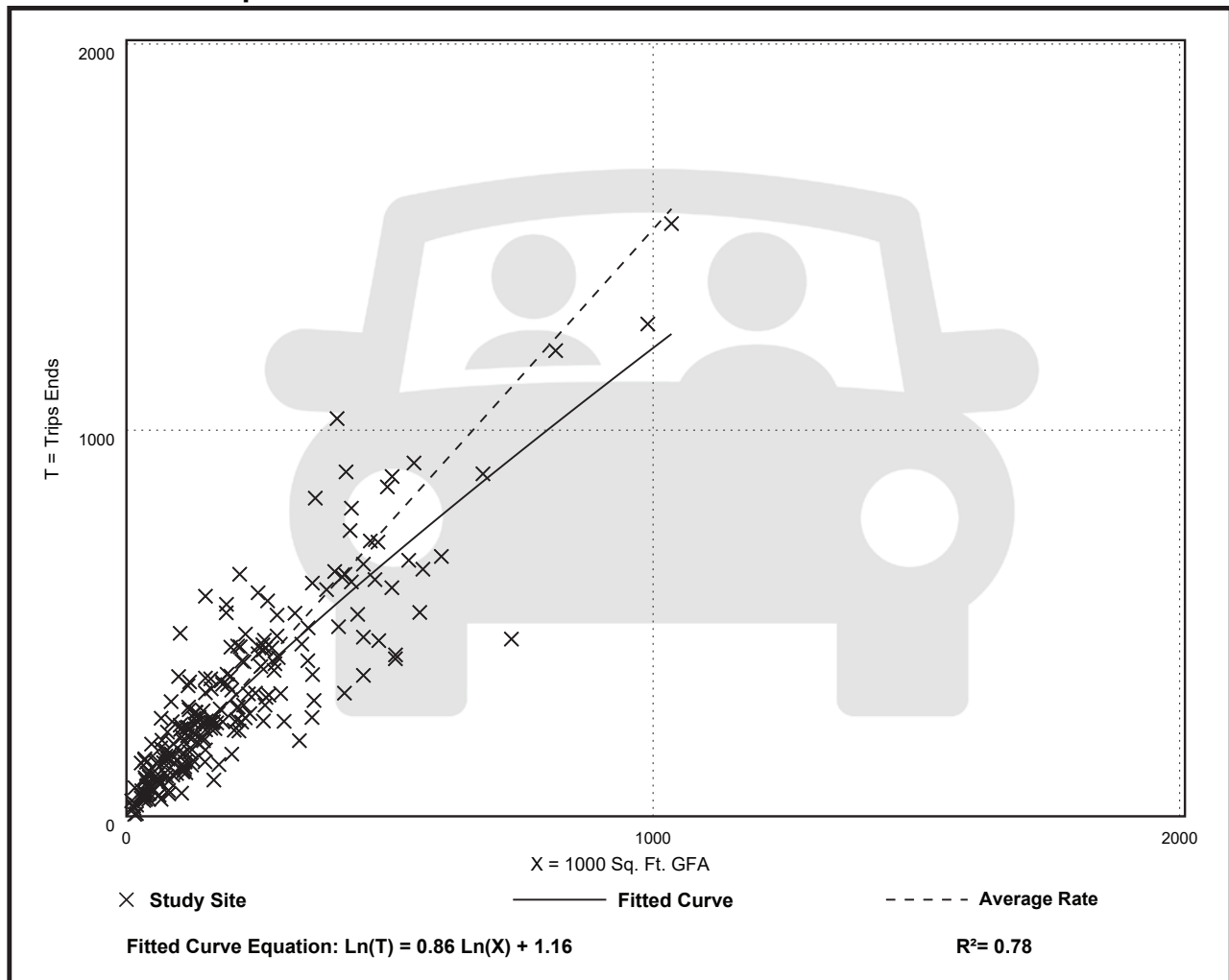
Avg. 1000 Sq. Ft. GFA: 201

Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	0.32 - 4.93	0.58

Data Plot and Equation



General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 232

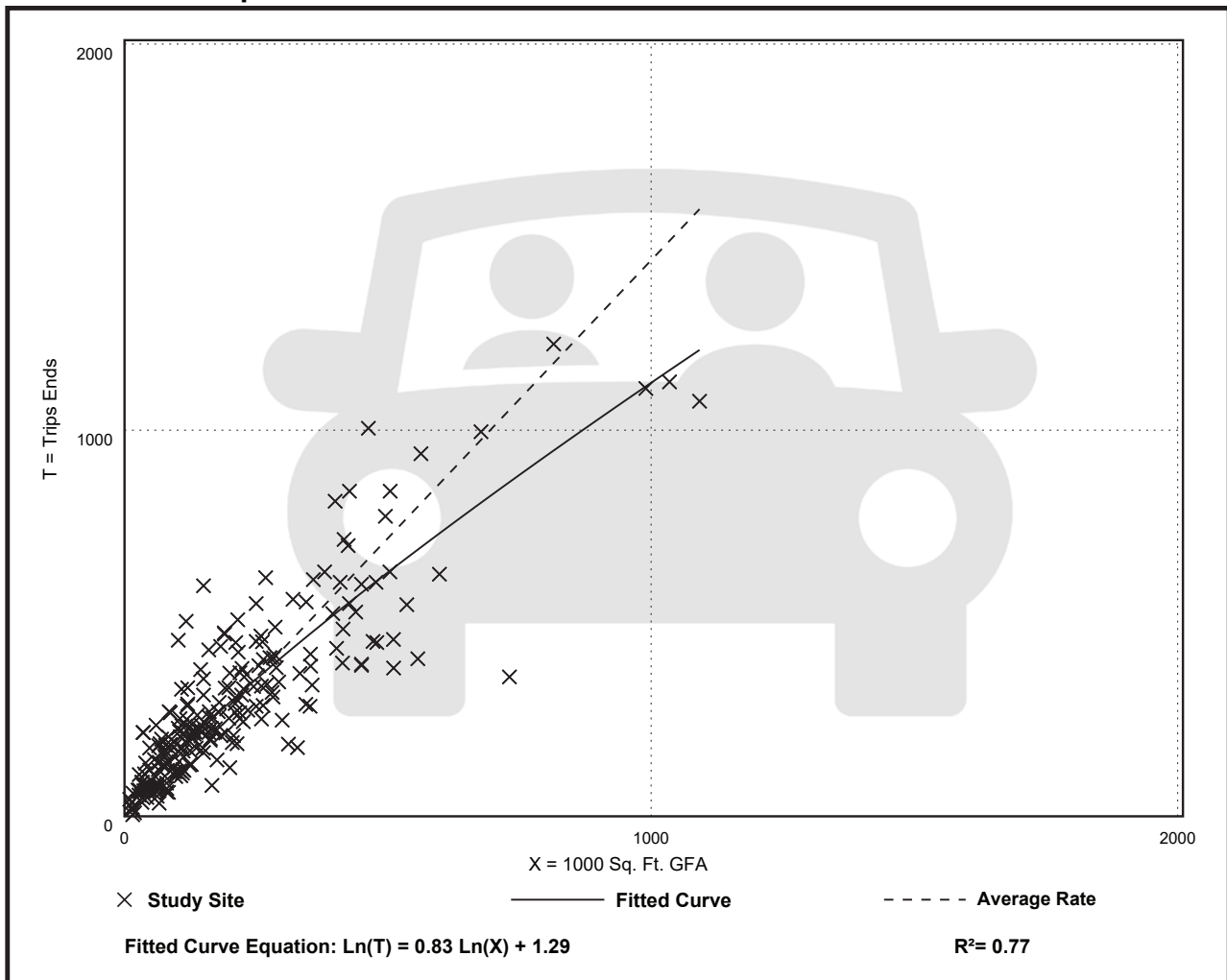
Avg. 1000 Sq. Ft. GFA: 199

Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.44	0.26 - 6.20	0.60

Data Plot and Equation



Land Use: 932

High-Turnover (Sit-Down) Restaurant

Description

This land use consists of sit-down, full-service eating establishments with a typical duration of stay of 60 minutes or less. This type of restaurant is usually moderately priced, frequently belongs to a restaurant chain, and is commonly referred to as casual dining. Generally, these restaurants serve lunch and dinner; they may also be open for breakfast and are sometimes open 24 hours a day. These restaurants typically do not accept reservations. A patron commonly waits to be seated, is served by wait staff, orders from a menu, and pays after the meal.

Some facilities offer carry-out for a small proportion of its customers. Some facilities within this land use may also contain a bar area for serving food and alcoholic drinks.

Fast casual restaurant (Land Use 930), fine dining restaurant (Land Use 931), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window (Land Use 934) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Florida, Georgia, Indiana, Kentucky, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Texas, Vermont, and Wisconsin.

Source Numbers

126, 269, 275, 280, 300, 301, 305, 338, 340, 341, 358, 384, 424, 432, 437, 438, 444, 507, 555, 577, 589, 617, 618, 728, 868, 884, 885, 903, 927, 939, 944, 961, 962, 977, 1048

High-Turnover (Sit-Down) Restaurant (932)

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

Setting/Location: General Urban/Suburban

Number of Studies: 50

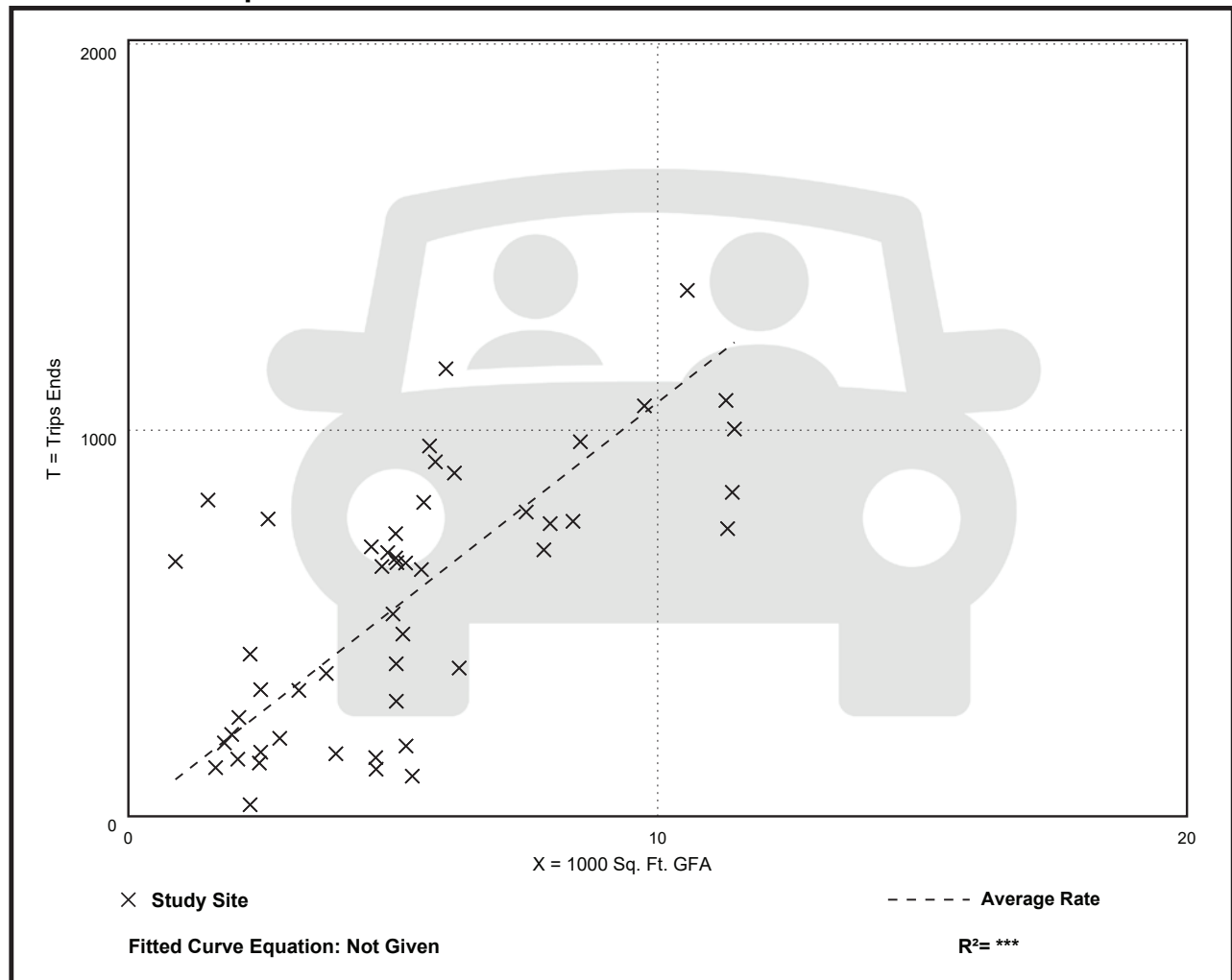
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
107.20	13.04 - 742.41	66.72

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 37

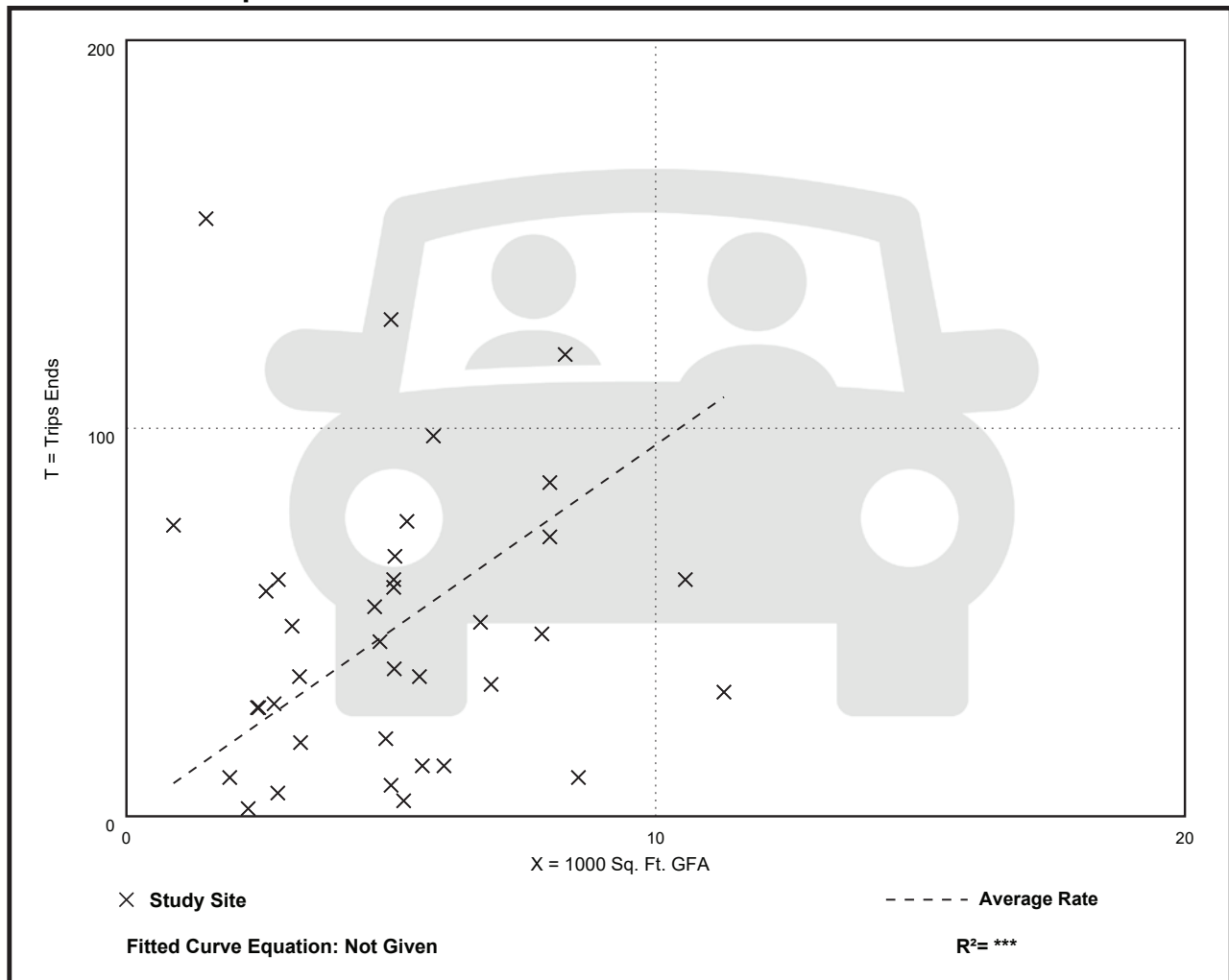
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.57	0.76 - 102.39	11.61

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 104

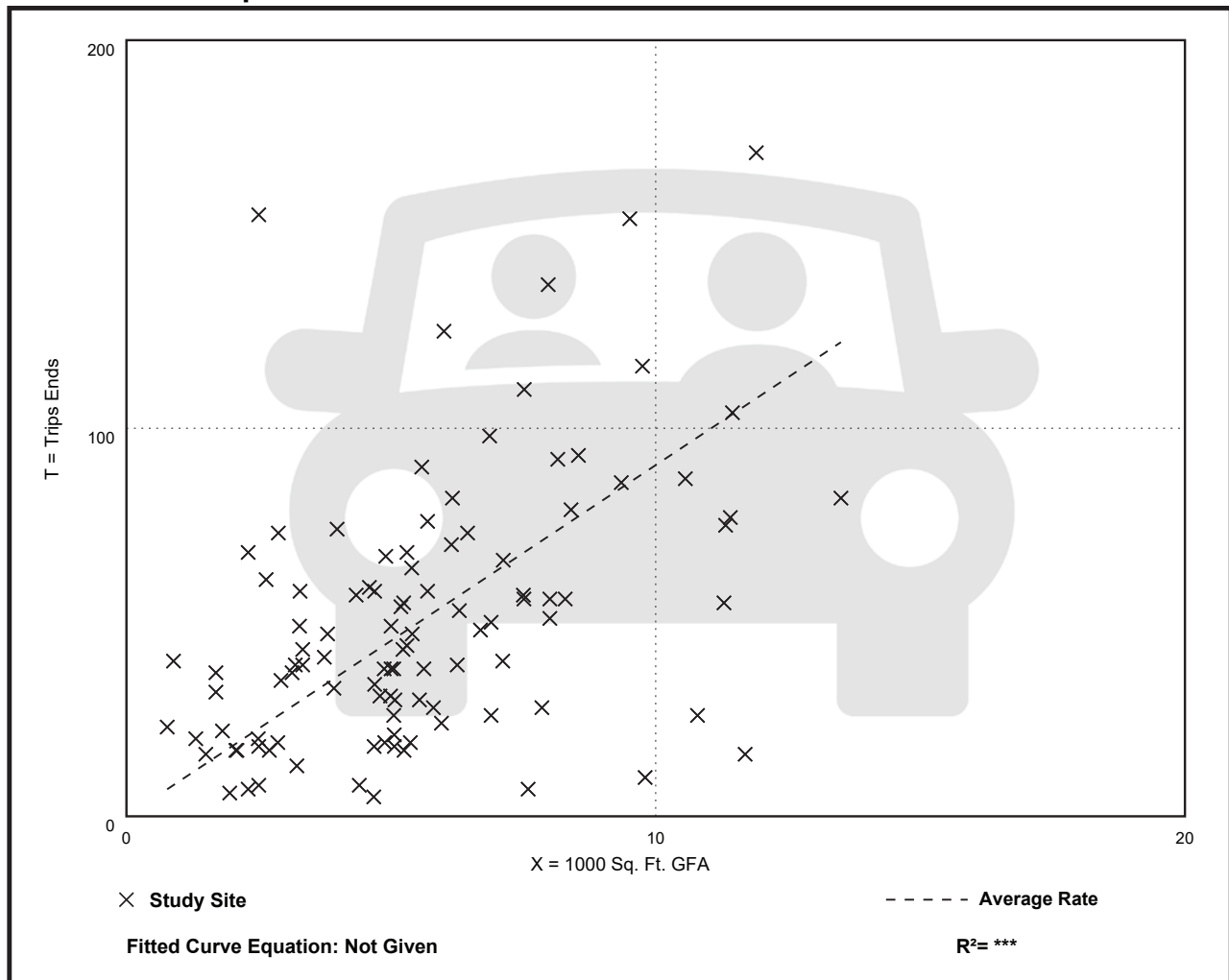
Avg. 1000 Sq. Ft. GFA: 6

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.05	0.92 - 62.00	6.18

Data Plot and Equation



Land Use: 936

Coffee/Donut Shop without Drive-Through Window

Description

This land use includes any coffee and donut restaurant that does not have a drive-through window. The restaurant sells freshly brewed coffee (along with coffee-related accessories) and a variety of food/drink products such as donuts, bagels, breads, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. The restaurant marketing and sales may emphasize coffee beverages over food (or vice versa).

A coffee/donut shop typically holds long store hours (more than 15 hours) with an early morning opening. Limited indoor seating is generally provided for patrons, but table service is not provided.

Coffee/donut shop with drive-through window (Land Use 937) and coffee/donut shop with drive-through window and no indoor seating (Land Use 938) are related uses.

Additional Data

Many of the facilities in this land use were located within a shopping center or as an outparcel to a shopping center.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1990s, the 2000s, and the 2010s in California, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, and Vermont.

Specialized Land Use Data

One study provided data for a coffee/donut shop without a drive-through window that sells donuts and ice cream (source 563). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 2,400 square feet. It generated 48 vehicle trips during the weekday PM peak hour of adjacent street traffic and 52 vehicle trips during the weekday PM peak hour of the generator.

One study provided data for a coffee/donut shop without a drive-through window that sells donuts and sandwiches (source 563). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 4,000 square feet. It generated 239 vehicle trips during the weekday AM peak hour of adjacent street traffic, 52 vehicle trips during the weekday PM peak hour of adjacent street traffic, and 111 vehicle trips during the weekday PM peak hour of the generator.

Source Numbers

555, 563, 571, 594, 617, 618, 621, 728, 863, 902, 954, 955, 982, 1020

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

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

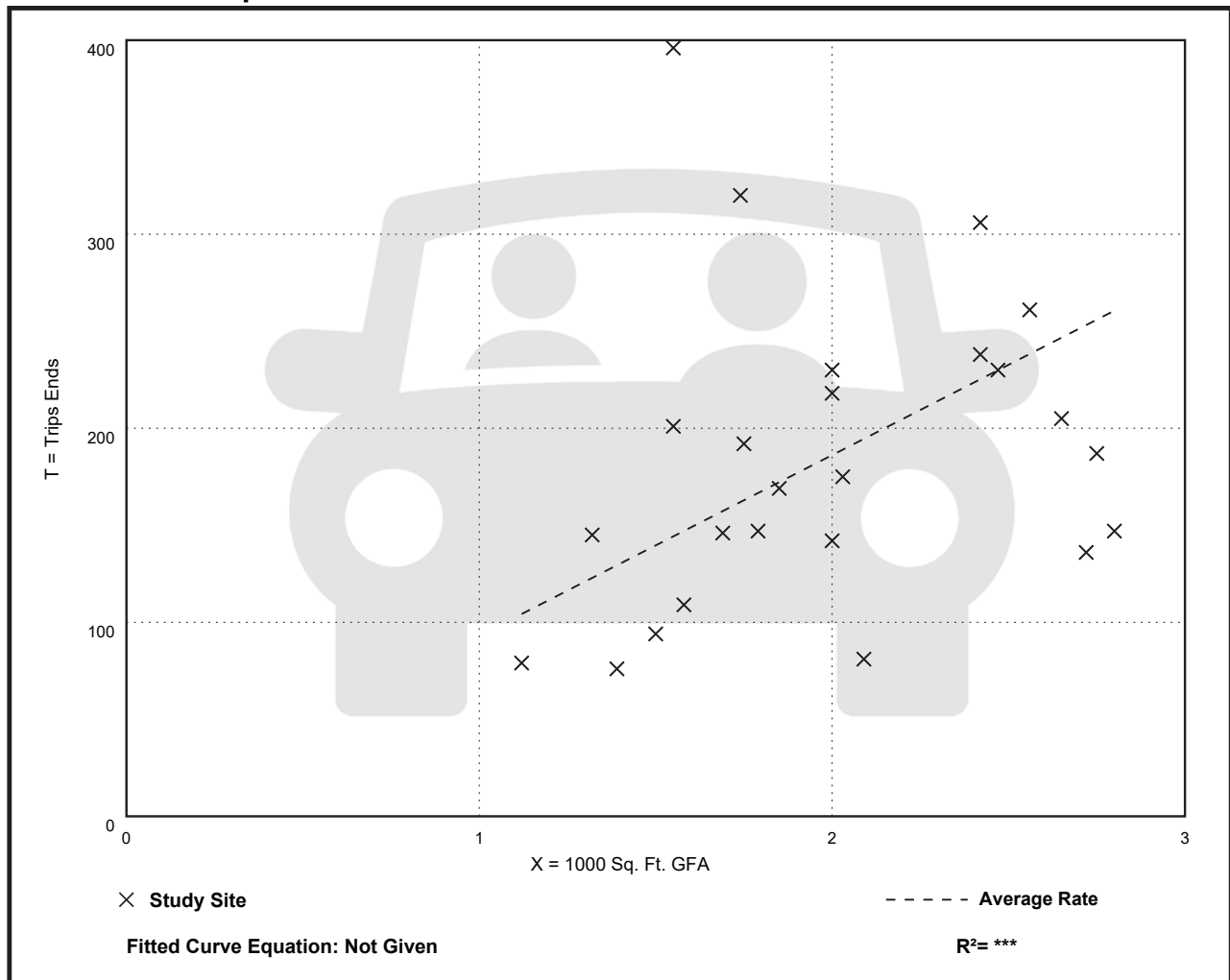
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

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

Data Plot and Equation



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

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 16

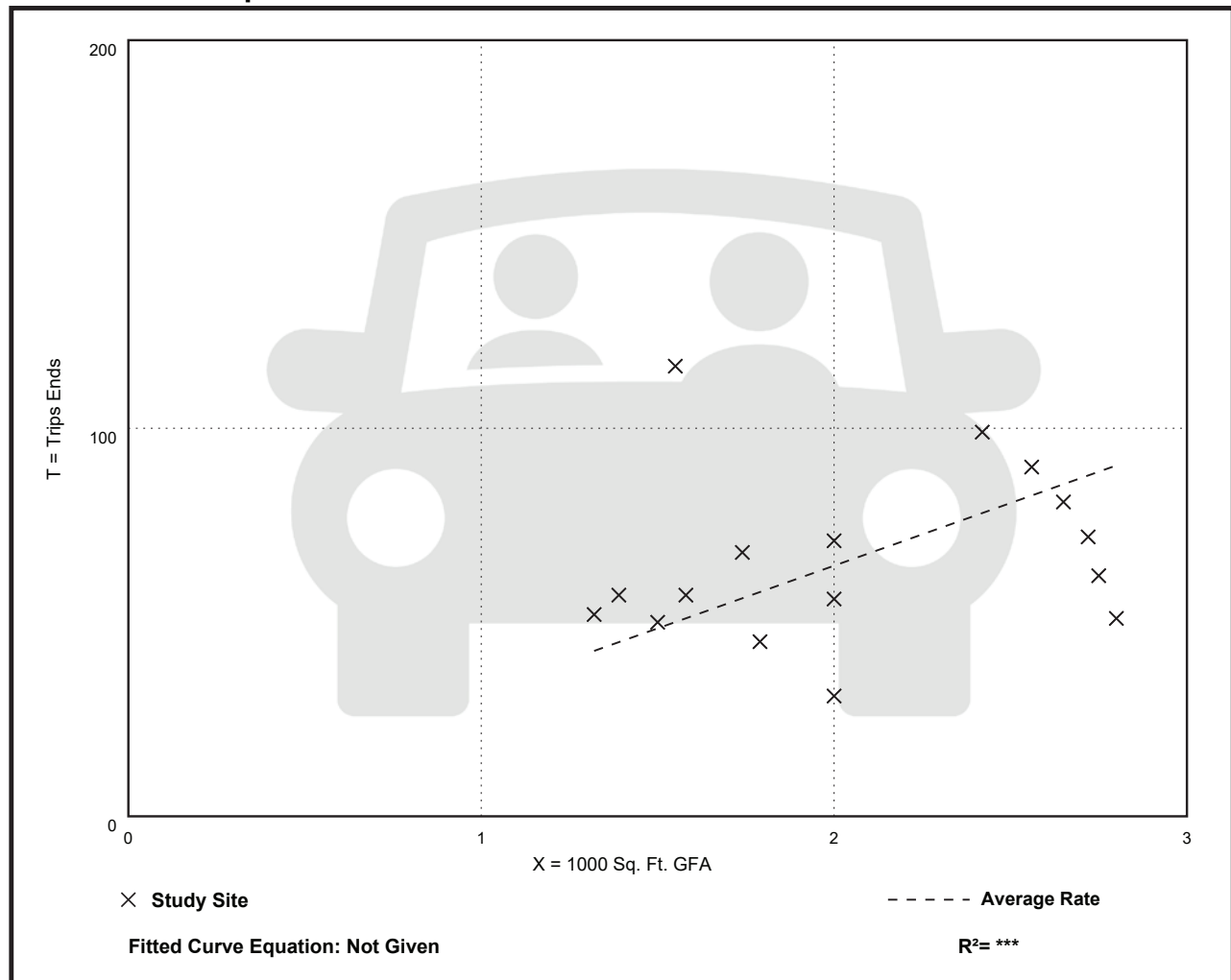
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

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

Data Plot and Equation



**Table 6.1 Unconstrained Internal Person Trip Capture Rates
for Trip Origins within a Mixed-Use Development**

		WEEKDAY	
		AM Peak Hour	PM Peak Hour
From OFFICE	To Retail	28%	20%
	To Restaurant	63%	4%
	To Cinema/Entertainment	0%	0%
	To Residential	1%	2%
	To Hotel	0%	0%
From RETAIL	To Office	29%	2%
	To Restaurant	13%	29%
	To Cinema/Entertainment	0%	4%
	To Residential	14%	26%
	To Hotel	0%	5%
From RESTAURANT	To Office	31%	3%
	To Retail	14%	41%
	To Cinema/Entertainment	0%	8%
	To Residential	4%	18%
	To Hotel	3%	7%
From CINEMA/ENTERTAINMENT	To Office	0%	2%
	To Retail	0%	21%
	To Restaurant	0%	31%
	To Residential	0%	8%
	To Hotel	0%	2%
From RESIDENTIAL	To Office	2%	4%
	To Retail	1%	42%
	To Restaurant	20%	21%
	To Cinema/Entertainment	0%	0%
	To Hotel	0%	3%
From HOTEL	To Office	75%	0%
	To Retail	14%	16%
	To Restaurant	9%	68%
	To Cinema/Entertainment	0%	0%
	To Residential	0%	2%

Source: Bochner, B., K. Hooper, B. Sperry, and R. Dunphy. NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*. Washington, DC: Transportation Research Board, Tables 99 and 100, 2011.

**Table 6.2 Unconstrained Internal Person Trip Capture Rates
for Trip Destinations within a Mixed-Use Development**

		Weekday	
		AM Peak Hour	PM Peak Hour
To OFFICE	From Retail	4%	31%
	From Restaurant	14%	30%
	From Cinema/Entertainment	0%	6%
	From Residential	3%	57%
	From Hotel	3%	0%
To RETAIL	From Office	32%	8%
	From Restaurant	8%	50%
	From Cinema/Entertainment	0%	4%
	From Residential	17%	10%
	From Hotel	4%	2%
To RESTAURANT	From Office	23%	2%
	From Retail	50%	29%
	From Cinema/Entertainment	0%	3%
	From Residential	20%	14%
	From Hotel	6%	5%
To CINEMA/ENTERTAINMENT	From Office	0%	1%
	From Retail	0%	26%
	From Restaurant	0%	32%
	From Residential	0%	0%
	From Hotel	0%	0%
To RESIDENTIAL	From Office	0%	4%
	From Retail	2%	46%
	From Restaurant	5%	16%
	From Cinema/Entertainment	0%	4%
	From Hotel	0%	0%
To HOTEL	From Office	0%	0%
	From Retail	0%	17%
	From Restaurant	4%	71%
	From Cinema/Entertainment	0%	1%
	From Residential	0%	12%

Source: Bochner, B., K. Hooper, B. Sperry, and R. Dunphy. NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*. Washington, DC: Transportation Research Board, Tables 101 and 102, 2011.

Vehicle Pass-By Rates by Land Use

Source: ITE Trip Generation Manual, 11th Edition

Land Use Code	932
Land Use	High-Turnover (Sit-Down) Restaurant
Setting	General Urban/Suburban
Time Period	Weekday PM Peak Period
# Data Sites	12
Average Pass-By Rate	43%

Pass-By Characteristics for Individual Sites

[illegible]

Appendix D

Historical Volume Data

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 9125 - NATURA BLVD., S OF HILLSBORO BLVD.

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	9200 F	N 5200	S 4000	9.00	55.00	8.20
2023	9200 C	N 5200	S 4000	9.00	57.90	3.00
2022	6600 S	N 3600	S 3000	9.00	57.00	5.40
2021	6600 F	N 3600	S 3000	9.00	53.80	14.30
2020	6600 C	N 3600	S 3000	9.00	53.90	8.80
2019	10600 T	N 5800	S 4800	9.00	54.60	5.50
2018	10600 S	N 5800	S 4800	9.00	54.50	6.00
2017	10600 F	N 5800	S 4800	9.00	51.90	6.20
2016	10600 C	N 5800	S 4800	9.00	54.10	2.90
2015	7400 V	0	0	9.00	54.00	3.40
2014	7300 R			9.00	54.20	7.40
2013	7200 T	0	0	9.00	53.60	7.60
2012	7200 S	0	0	9.00	52.20	5.90
2011	7200 F	0	0	9.00	52.50	6.30
2010	7200 C	N 3900	S 3300	8.35	52.69	9.30
2009	6600 F	N 3400	S 3200	8.53	53.89	5.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 7017 - NE 3 AVE, N OF NE 48 ST/POMP

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	12900 F	N	6400 S	9.00	55.00	8.20
2023	12900 C	N	6400 S	9.00	57.90	3.00
2022	9400 S	N	4700 S	9.00	57.00	5.40
2021	9400 F	N	4700 S	9.00	53.80	14.30
2020	9400 C	N	4700 S	9.00	53.90	8.80
2019	12300 R	N	6200 S	9.00	54.60	5.50
2018	12300 T	N	6200 S	9.00	54.50	6.00
2017	12300 S	N	6200 S	9.00	51.90	6.20
2016	12300 F	N	6200 S	9.00	54.10	2.90
2015	12100 C	N	6000 S	9.00	54.00	3.40
2014	8500 X			9.00	54.20	7.40
2013	8400 X	0	0	9.00	53.60	7.60
2012	8400 T	0	0	9.00	52.20	5.90
2011	8400 S	0	0	9.00	52.50	6.30
2010	8400 F	0	0	8.35	52.69	9.30
2009	8400 C	N	0 S	8.53	53.89	5.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 7196 - SW 10 ST, W OF DIXIE HWY/DEERFIELD BEACH

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2024	31000 F	E 15500	W 15500	9.00	55.00	8.20
2023	31000 C	E 15500	W 15500	9.00	57.90	3.00
2022	24000 S	E 12000	W 12000	9.00	57.00	5.40
2021	24000 F	E 12000	W 12000	9.00	53.80	14.30
2020	24000 C	E 12000	W 12000	9.00	53.90	8.80
2019	28500 R	E 13500	W 15000	9.00	54.60	5.50
2018	28500 T	E 13500	W 15000	9.00	54.50	6.00
2017	28500 S	E 13500	W 15000	9.00	51.90	6.20
2016	28500 F	E 13500	W 15000	9.00	54.10	2.90
2015	28500 C	E 13500	W 15000	9.00	54.00	3.40
2014	26500 X			9.00	54.20	7.40
2013	26500 X	0	0	9.00	53.60	7.60
2012	26500 T	0	0	9.00	52.20	5.90
2011	26500 S	0	0	9.00	52.50	6.30
2010	26500 F	E 13000	W 13500	8.35	52.69	9.30
2009	26500 C	E 13000	W 13500	8.53	53.89	5.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 3015 - SR 869/SW 10 ST - W OF SR 9/I-95

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	51500 C	E 27500	W 24000	9.00	55.00	4.60
2023	50000 F	E 26500	W 23500	9.00	57.90	4.80
2022	48000 C	E 25500	W 22500	9.00	57.00	4.80
2021	55000 C	E 28500	W 26500	9.00	53.80	9.50
2020	52000 F	E 27000	W 25000	9.00	53.90	7.90
2019	55000 C	E 28500	W 26500	9.00	54.60	7.90
2018	45500 C	E 23000	W 22500	9.00	54.50	5.20
2017	51500 C	E 26500	W 25000	9.00	51.90	3.90
2016	49000 C	E 25500	W 23500	9.00	54.10	8.00
2015	54500 C	E 28000	W 26500	9.00	54.00	9.00
2014	56500 C	E 28500	W 28000	9.00	54.20	7.00
2013	51000 C	E 25500	W 25500	9.00	53.60	7.30
2012	48500 C	E 25000	W 23500	9.00	52.20	7.00
2011	48000 C	E 25000	W 23000	9.00	52.50	6.10
2010	49500 C	E 26000	W 23500	8.35	52.69	6.10
2009	50500 C	E 25500	W 25000	8.53	53.89	5.80

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Appendix E

Turn Lane Evaluation

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:		2-lane roadway
Variable		Value
Major-road speed, mph:		30
Major-road volume (one direction), veh/h:		576
Right-turn volume, veh/h:		130

OUTPUT

Variable		Value
Limiting right-turn volume, veh/h:		279
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:		
Do NOT add right-turn bay.		

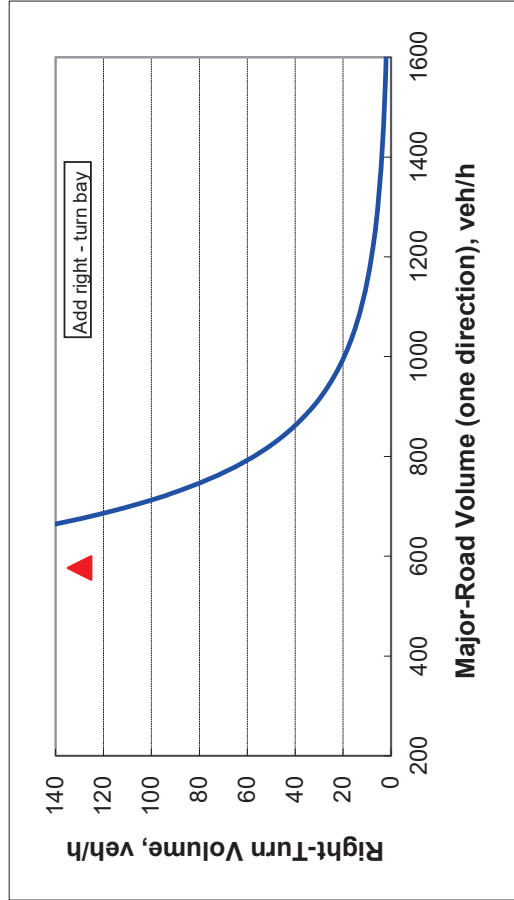


Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

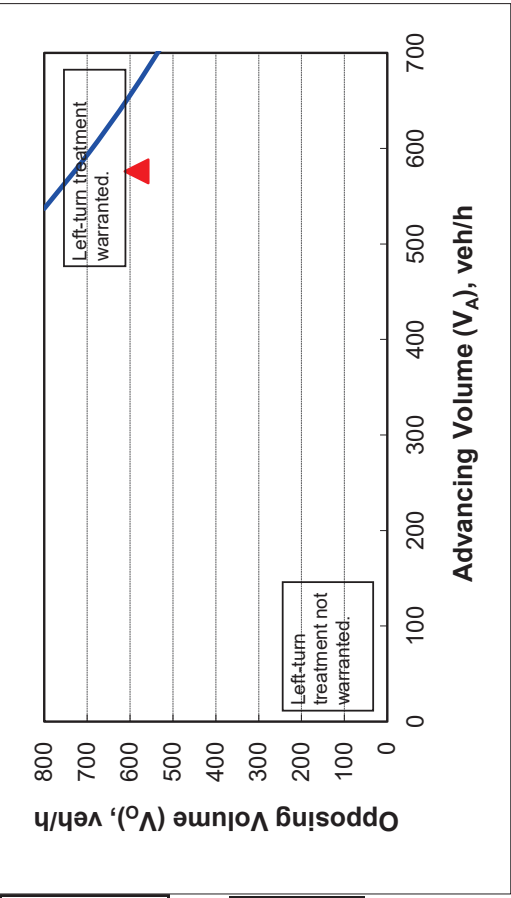
2-lane roadway (English)

INPUT

Variable	Value
85 th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	576
Opposing volume (V_O), veh/h:	585

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	666
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

The School Board of Broward County, Florida

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

SITE PLAN

SBBC-4096-2025

Municipality Number: TBD

Folio #: 484212530010

Deerfield Beach Mixed Use

May 29, 2026



SCAD Expiration Date: November 30, 2026

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION
SITE PLAN

PROJECT INFORMATION		NUMBER & TYPE OF PROPOSED UNITS	OTHER PROPOSED USES	STUDENT IMPACT
Date:	May 29, 2026 8:52:33	Single-Family:		Elementary: 1
Name:	Deerfield Beach Mixed Use	Townhouse:		
SBBC Project Number:	SBBC-4096-2025	Garden Apartments:		Middle: 0
County Project Number:	N/A	Mid-Rise:		
Municipality Project Number:	TBD	High-Rise:		High: 1
Owner/Developer:	City of Deerfield Beach	Mobile Home:		
Jurisdiction:	Deerfield Beach	Total:		Total: 2

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS * Capacity	Benchmark** Over/Under Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity	Cumulative Reserved Seats
Park Ridge	546	601	508	-93		84.5%	1
Deerfield Beach Middle	1,421	1,432	1,066	-366	-16	74.4%	2
Deerfield Beach High	2,494	2,613	2,046	-567	-22	78.3%	4

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Cap. Adj. Benchmark	Projected Enrollment				
				26/27	27/28	28/29	29/30	30/31
Park Ridge	509	-92	84.7%	492	474	456	437	415
Deerfield Beach Middle	1,066	-366	74.4%	1,033	995	956	916	870
Deerfield Beach High	2,050	-534	79.3%	1,983	1,909	1,835	1,758	1,670

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review.
A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <https://www.browardschools.com/Page/34040>. The annual benchmark enrollment is taken on the Monday following Labor Day and is used to adjust individual charter school enrollment impacts against school facility review processes.
This number represents the higher of: 100% gross capacity or 110% permanent capacity. *The first Monday following Labor Day. ***Greater than 100% exceeds the adopted Level of Service (LOS).

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2025-26 Contract Permanent Capacity	2025-26 Benchmark Enrollment	Over/(Under)	Projected Enrollment		
				27/28	28/29	29/30
Somerset Academy Key Middle	495	423	-72	423	423	423
Somerset Key High School	740	305	-435	305	305	305

PLANNED AND FUNDED CAPACITY ADDITIONS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN

School(s)	Description of Improvements
Park Ridge	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach Middle	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach High	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.

Comments

The site plan application proposes 150 high-rise units, which are anticipated to generate 2 (1 elementary, 0 middle, and 1 high) students into Broward County Public Schools. The school Concurrency Service Areas (CSA) serving the project site in the 2025/26 school year include Park Ridge Elementary, Deerfield Beach Middle and Deerfield Beach High Schools. Based on the Public School Concurrency Document (PSCPD), all three schools are currently operating below the Level of Service Standard (LOS), which is established as the higher of 100% gross capacity or 110% permanent capacity. Incorporating the cumulative students anticipated from this project as well as approved and vested developments anticipated to be built within the next three years (2025/26- 2027/28), these schools are expected to maintain their current status through the 2027/28 school year. Additionally, the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment. Charter schools located within a two-mile radius of the site in the 2025/26 school year are depicted above. Students returning, attending, or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Enrollment projections are adjusted for all elementary, middle, and high schools impacted by a charter school until the charter school reaches full enrollment status. To ensure maximum utilization of the impacted CSA, the Board may utilize school boundary changes to accommodate students generated from developments in the County. Capital Improvements scheduled in the currently Adopted District Educational Facilities Plan (DEFP), Fiscal Years 2025/26 to 2029/30 regarding pertinent impacted schools are depicted above. This application satisfies public school concurrency on the basis that there is adequate school capacity anticipated to be available to support the project as proposed. This preliminary determination shall be valid for either the end of the current school year or 180 days, whichever is greater for a maximum of 150 high-rise units, and conditioned upon final approval by the applicable governmental body. As such, this Preliminary School Capacity Availability Determination (SCAD) Letter will expire on November 30, 2026. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the preliminary SCAD, notification of final approval to the District has been provided, and/or an extension of this preliminary SCAD has been requested in writing and granted by the School District. Please be advised that the expiration of the SCAD will require the submission of a new application and fee for a new public school concurrency determination. Upon the District's receipt of sufficient evidence of final approval, which shall minimally specify the number, type, and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units, which shall ratify and commence the vesting period for the approved residential project. Please be advised that if a change is proposed to the development, which increases the number of students generated by the project, the additional students will not be considered vested for public school concurrency.
--

SBBC-4096-2025 Meets Public School Concurrency Requirements

☒ Yes ☐ No

Reviewed By:

5/29/2026

Date

Glennika D. Gordon

Signature

Glennika D. Gordon, AICP, CNU-A

Name

Planner

Title



RE: Florida Master File - Information Request (Deerfield City Center) K#12796.01

From Otwell, Caris A. <Caris.Otwell@dos.fl.gov>
Date Tue 8/11/2026 2:47 PM
To Michael Amodio <MAmodio@keithteam.com>

1 attachment (361 KB)

Map.pdf;



External (caris.otwell@dos.fl.gov)



[Graymail](#) [Spam](#) [Phish](#) [More...](#)

Good afternoon,

There are no previously recorded resources within that parcel. However, I have attached a map of my search for your reference.

Please let me know if you need anything else! Have a great day!



This record search is for informational purposes only and does **NOT** constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does **NOT** provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

Kindly,

Caris Otwell

Historical Data Analyst | Florida Master Site File

Bureau of Historic Preservation | Division of Historical Resources | Florida Department of State
850.245.6315 | Fax: 850.245.6415 | Caris.Otwell@dos.fl.gov | dos.fl.gov/historical



FLORIDA DEPARTMENT OF STATE
Historical Resources

From: Michael Amodio <MAmodio@keithteam.com>
Sent: Tuesday, August 11, 2026 12:07 PM
To: FMSFILE <FMSFILE@dos.fl.gov>
Subject: Florida Master File - Information Request (Deerfield City Center) K#12796.01

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good Afternoon,

I am requesting confirmation of whether the below project site is identified within the Florida Master Site File for archaeological resources.

Project Name: Deerfield City Center

Project Address: 1045 SW 11 WAY DEERFIELD BEACH FL 33441

The subject property consists of the following parcels:

- [484212530010](#)
- [484212530020](#)



An aerial map depicting the project boundary is attached for reference.

Please let me know if any archaeological sites, historic resources, or related concerns have been documented on or adjacent to the property.

Thank you for your time and assistance.



Michael Amodio, AICP
Principal Planner, Associate
Office: 954.788.3400
Email: MAmodio@keithteam.com
www.KEITHteam.com

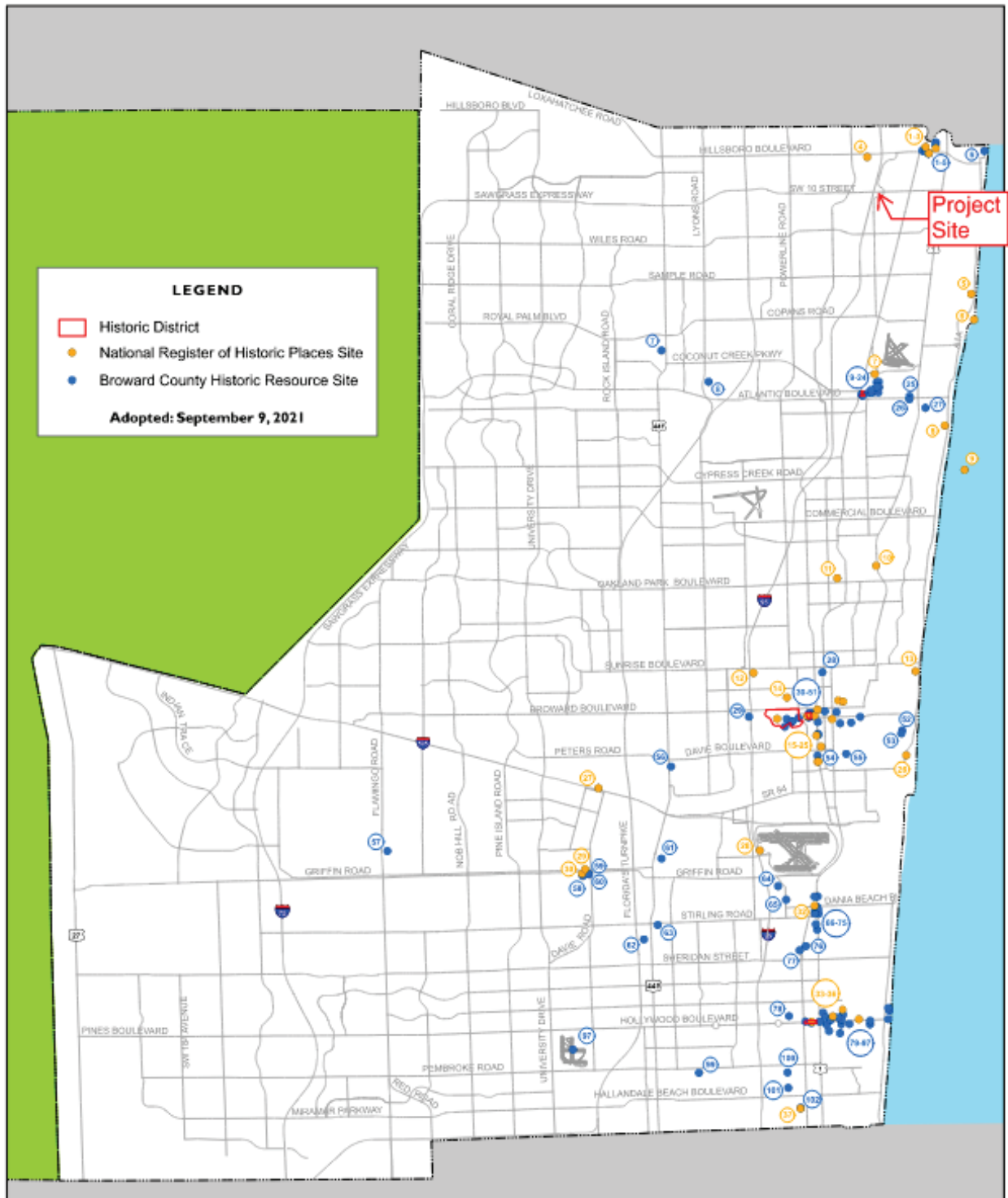


Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, Vantor, Earthstar, GeoGraphics, and the GIS User Community, Copyright © 2013 National Geographic Society, Inc.

BROWARD COUNTY LAND USE PLAN NATURAL RESOURCE MAP SERIES



Cultural Resources/Local Areas of Particular Concern - Historic Sites



SOURCES

National Park Service, National Register of Historic Places, Florida Department of State, Florida Division of Historical Resources, Broward County Planning and Development Management Division

This is a generalized map. This map should not be used to determine parcel boundaries or limits of depicted items. Please contact the Broward County Planning Council office at 954.357.6695 regarding questions pertaining to parcel boundaries or limits.

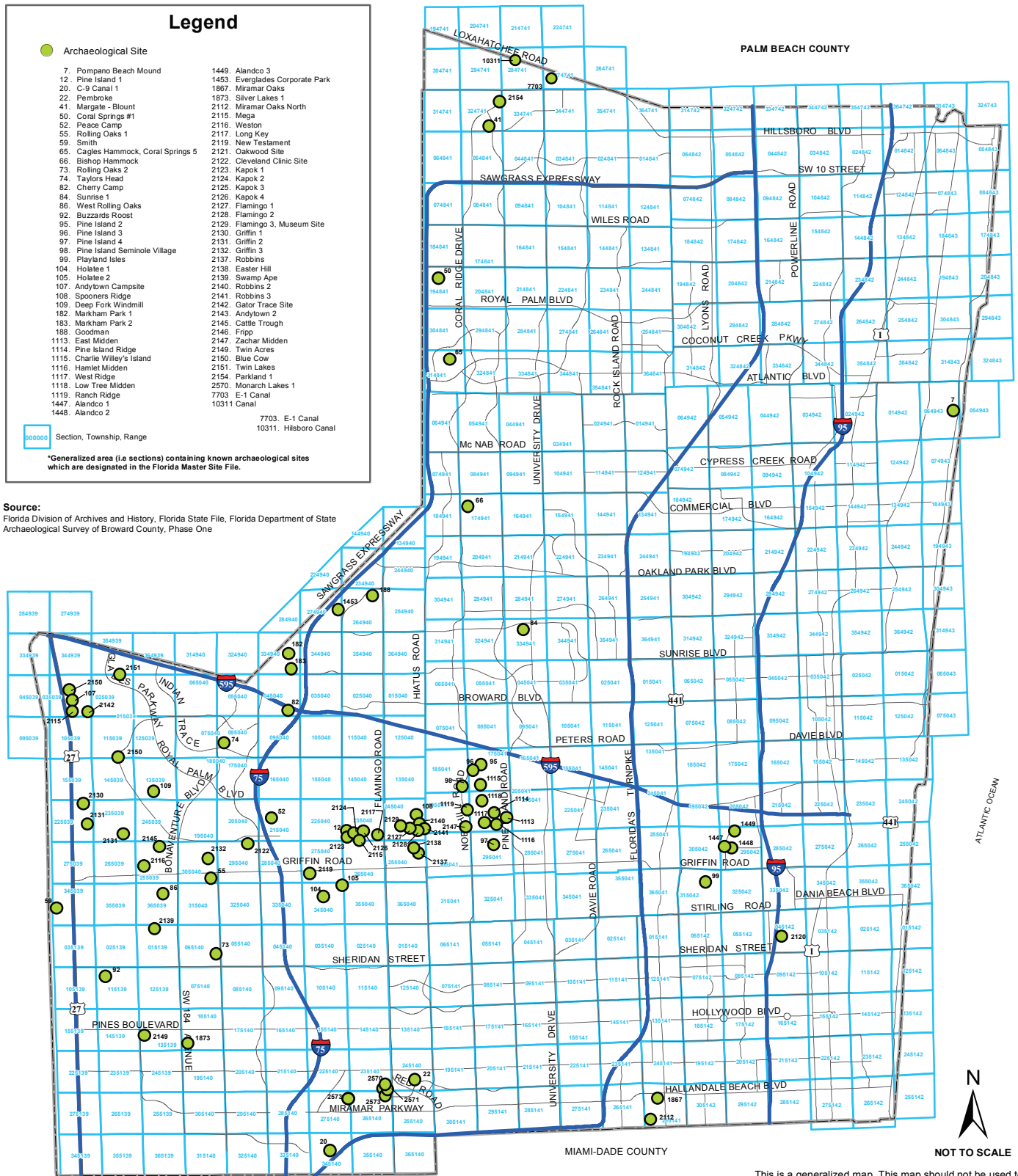


EXHIBIT 'I' BCLUP Historic Sites Map



BROWARD COUNTY LAND USE PLAN

Archaeological Sites





Limited Phase II Subsurface Investigation Report

REPORT DATE: April 25, 2023

SITE INFORMATION

1045 SW 11th Way
Deerfield Beach, Broward County, Florida 33441

PROJECT INFORMATION

AEI Project No. 477000

PREPARED FOR

Hensel Phelps
888 SE 3rd Avenue, Suite 200
Fort Lauderdale, Florida 33316

PREPARED BY

AEI Consultants
333 Camino Gardens Boulevard, Suite 203
Boca Raton, Florida 33432

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FIGURES

Figure 1 Site Map

TABLES

Table 1 Soil Sample Data Summary
Table 2 Groundwater Sample Data Summary

APPENDICES

Appendix A Geophysical Survey Report
Appendix B Boring Logs

April 25, 2023

Mr. Cory Olson
Hensel Phelps
888 SE 3rd Avenue, Suite 200
Fort Lauderdale, Florida 33316

Subject: Limited Phase II Subsurface Investigation
1045 SW 11th Way
Deerfield Beach, Florida 33441
AEI Project No. 477000

Dear Mr. Olson,

This report presents the results of the Limited Phase II Subsurface Investigation (Phase II) performed by AEI Consultants (AEI) at 1045 SW 11th Way, Deerfield Beach, Florida ("the Site"). The investigation was completed in general accordance with the scope of services outlined in our proposal dated February 21, 2023 (AEI Proposal Number 89474), which was subsequently authorized on March 29, 2023.

As described herein, the results of the investigation did not indicate evidence of contamination in soil or groundwater at concentrations greater than their corresponding, most-stringent applicable standards. Therefore, AEI does not recommend any further investigation at this time. Details regarding the limited Phase II Investigation and findings are provided in the following sections.

Sincerely,



Jackie Diaz-Sua
Senior Project Manager
333 Camino Gardens Boulevard, Suite 203
Boca Raton, Florida 33432
Phone: (954) 966-1746

1.0 SITE DESCRIPTION

The Site is located on the southwest side of the intersection of SW 10th Street and SW 11th Way (also known as FAU Research Park Boulevard) in Deerfield Beach, Florida. According to information obtained from the Broward County Property Appraiser, the Site consists of 3.75 acres of land. The Site is currently unimproved, vacant land, consisting of mowed natural vegetation. The location of the Site is shown on Figure 1.

The ground surface at the Site and nearby properties appeared to be relatively flat and is situated at an elevation approximately 14 feet above mean sea level. According to the information obtained from the Florida Department of Environmental Protection (FDEP) for surrounding area, groundwater was expected to be encountered from a depth of approximately 6-8 feet below ground surface (bgs) and groundwater flow direction beneath the Site is inferred to flow towards the Atlantic Ocean to the east.

Refer to Section 4.1 below for additional information on the Site subsurface conditions.

2.0 BACKGROUND

AEI was not provided any previous environmental reports for the Site and AEI was unaware of any known environmental concerns associated with the Site. AEI was requested to perform general subsurface sampling at the Site prior to proposed development. Therefore, AEI created a general subsurface investigation scope with the approach for six scattered boring locations on the Site with limited soil and groundwater samples. Additional environmental concerns may be present which may not be fully addressed during this investigation.

3.0 INVESTIGATION EFFORTS

As noted above, AEI created a general subsurface investigation scope with the approach for six scattered soil boring locations on the Site with limited soil and groundwater samples. The boring locations are shown on Figure 1. The completed Site activities are summarized below.

3.1 Health and Safety Plan

A site-specific health and safety plan was prepared, reviewed by on-site personnel, and kept on the Site for the duration of the fieldwork.

3.2 Permitting and Utility Clearance

Drilling permits were not required for this investigation.

The public underground utility locator Sunshine 811 was notified who, in turn, notified subscribing utility companies of the planned investigation work for underground utility locations to be marked along the ground surface around the Site boundaries and proposed boring locations, where accessible.

3.3 Drilling and Soil Sample Collection

On April 12, 2023, six exploratory soil borings/temporary wells (SB-1 through SB-6) were advanced at the locations shown on Figure 1. The borings were advanced by Enviroprobe Services, Inc. (ESI) of Pompano Beach, Florida using a direct push (DP) track-mounted drill rig. As no specific areas of concern were identified, the borings were spread throughout the Site. The soil borings were advanced to a depth of 15 feet below ground surface (bgs).

3.3.1 Soil Logging and Sample Collection

The soil borings were evaluated throughout their entire depths for the purposes of lithologic logging, field screening, and selecting discrete soil samples for laboratory analyses. The soil samples from borings were obtained using a single-walled coring system with approximately 2.25 inches and 5 feet in length containing plastic liners. The coring system was connected to 1-inch diameter, flush-jointed drill rod that was hydraulically driven (pushed) by the rig to each target sample depth. Upon retrieval from each sample depth interval, the coring system was opened, and the liners were removed and cut for visual inspection and lithologic logging purposes. Recovered soil samples were examined for soil classification and described on detailed boring log in general conformance with the Unified Soil Classification System. The boring logs are presented in Appendix A.

Headspace screening of the soils was performed with a photo-ionization detector (PID) equipped with an electrodeless ultraviolet lamp designed for detection of the organic vapors of concern. The PID was calibrated by the rental company and the calibration checked in the field before use. Using a decontaminated stainless-steel spoon, knife or other appropriate device, a longitudinal score deep enough to expose a porous surface the length of the core or very small divots at six-inch intervals to were made to expose a porous surface. Simultaneously, the PID probe was placed immediately above the opened area being careful not to touch the sample and moved slowly above the lateral scoring. The resultant PID measurements of the organic vapors were reported in parts per million (ppm) in comparison to the approximate depth

below ground surface (bgs). The PID measurements were then recorded in the boring logs that are presented in Appendix B.

Discrete soil samples were collected for potential laboratory analysis from 12-inch depth interval(s) that represent the highest likelihood for contamination based on the field screening results. As no impacts were noted during the field screening, all soil samples were collected from the interval just above the observed groundwater table. After sealing, each sample was labeled with the project name, project number, boring number, sample depth, and sampling date/time of sampling, and each sample was entered onto chain-of-custody documentation for transportation to a State of Florida-certified laboratory for analysis, and was placed into an insulated, shipping container with ice.

The chain-of-custody documentation and analytical laboratory report is included in Appendix B.

3.4 Groundwater Sample Collection

On April 12, 2023, a temporary groundwater monitoring well was installed in each of the boring locations to facilitate collection of groundwater samples. The temporary well materials consisted of one-inch diameter polyvinyl chloride 0.010-slotted screen that was installed into the borehole to facilitate groundwater infiltration and groundwater sample collection from the borings. The temporary well materials were pushed past the base of the boreholes to a depth of 18 feet bgs in order to allow better groundwater infiltration. Groundwater samples were collected from each boring location.

Based on the observed rates of recharge in the temporary well points, limited purging of water from the boreholes was completed prior to sample collection. Groundwater samples were collected using a peristaltic pump and disposable tubing and placed into laboratory provided containers containing preservative appropriate for the intended analysis. The collected sample containers were sealed, labeled with a unique identifier, and placed in an insulated shipping container with ice. Chain-of-custody documentation was prepared and accompanied the groundwater sample to the analytical laboratory.

3.5 Boring Abandonment

Following completion of field activities, removal of well/probe construction material, and tooling, the boring locations were backfilled with borehole cuttings that were free of gross contamination.

3.6 Decontamination Procedures and Investigation-Derived Waste

AEI personnel wore disposable Nitrile gloves during sample collection and changed gloves prior to and between each sample collection. Down-hole equipment including sampling tubes, samplers, and hand tools were decontaminated prior to drilling each boring and/or were dedicated to a single boring.

No investigation-derived waste requiring disposal or characterization was generated during the field activities.

3.7 Laboratory Analysis

The soil and groundwater samples were transferred under appropriate chain-of-custody documentation to Pace Analytical of Pompano Beach, Florida. Laboratory analytical documentation is provided in Appendix B.

Laboratory analysis of six soil samples and six groundwater samples consisted of the following:

- Volatile Organic Compounds (VOCs) using US EPA Testing Method 8260
- Polycyclic Aromatic Hydrocarbons (PAHs) using US EPA Testing Method 8270
- Total Recoverable Petroleum Hydrocarbons (TRPH) using Testing Method FL-PRO

No further sample analyses were conducted as part of this investigation.

4.0 FINDINGS

The findings of this investigation are summarized below.

4.1 Subsurface Conditions and Field Screening

Subsurface conditions observed during the drilling activities of the borings indicated that soils underlying the Site consisted primarily of sands to a depth of 15 feet, a total depth of this investigation. DP refusal was not encountered during drilling activities. Groundwater was encountered at approximately 14 feet bgs in each of the soil borings except for SB-3 where groundwater was encountered at approximately nine feet bgs.

There was no visual or olfactory evidence (i.e., soil discoloration, odor) of potentially impacted soils observed in soils that were recovered during drilling activities. No PID readings above background levels were recorded.

4.2 Analytical Results

For the purpose of providing context to the data obtained during this investigation, analytical results are compared to available regulatory screening levels. The Florida Department of Environmental Protection (FDEP) has the responsibility for overseeing soil and groundwater cleanups which are managed under a variety of different regulatory programs. The FDEP utilizes the groundwater and soil cleanup target levels (GCTLs and SCTLs, respectively) identified in Table I and Table II, respectively, Chapter 62-777, Florida Administrative Code (Chapter 62-777, F.A.C.). Groundwater results are also compared to the Natural Attenuation Default Source Concentrations (NADCs) specified in Table V Chapter 62-777, F.A.C. The NADCs are used to evaluate whether constituent concentrations exceed levels that would be expected to naturally attenuate below the GCTLs without active remediation. Site investigation work for regulatory submittals is governed by Chapter 62-780, F.A.C. The soil results of this investigation were reviewed and compared to the Direct Exposure SCTLs for commercial/industrial and residential properties and the Leachability to Groundwater SCTLs. The groundwater results of this investigation were reviewed and compared to the GCTLs and NADCs.

4.2.1 Soil Sample Analytical Results

Table 1 presents a summary of the soil sample analytical results. The analytical results can be summarized as follows:

- Acetone (a common laboratory contaminant) was detected in three of the soil samples at concentrations well below the SCTLs.

No other VOCs, PAHs, or TRPH were detected in any of the soil samples above the laboratory method detection limits.

4.2.2 Groundwater Sample Analytical Results

Table 2 presents a summary of the groundwater sample results. The analytical results can be summarized as follows:

- Several PAHs, including: acenaphthene, fluorene, 1-methylnaphthalene, 2-methylnaphthalene, phenanthrene, and naphthalene, were detected in sample TW-2 and 2-methylnaphthalene was also detected in sample TW-6. The detected concentrations in the groundwater samples were well below their respective GCTLs and NADCs.

No other VOCs, PAHs, or TRPH were detected in any of the groundwater samples above the laboratory method detection limits.

5.0 SUMMARY AND CONCLUSIONS

AEI completed a Limited Phase II Subsurface Investigation at the Site to perform general subsurface sampling at the Site. AEI was not provided any previous environmental reports for the Site and AEI was unaware of any environmental concerns associated with the Site. AEI created a general subsurface investigation scope with the approach for six scattered boring locations on the Site with limited soil and groundwater samples. The investigation results can be summarized as follows:

- Acetone (a common laboratory contaminant) was detected in three of the soil samples at concentrations well below the SCTLs. No other VOCs, PAHs, or TRPH were detected in any of the soil samples above the laboratory method detection limits.
- Several PAHs, including: acenaphthene, fluorene, 1-methylnaphthalene, 2-methylnaphthalene, phenanthrene, and naphthalene, were detected in groundwater sample TW-2 and 2-methylnaphthalene was also detected in groundwater sample TW-6. The detected concentrations in the groundwater samples were well below their respective GCTLs and NADCs. No other VOCs, PAHs, or TRPH were detected in any of the groundwater samples above the laboratory method detection limits. It should be noted that a common source of PAHs is emissions from vehicles and major roadways are thus a source of PAHs in the environment. Groundwater sample TW-2 was located approximately 200 feet from the Interstate 95 entrance/exit ramp, which may be the source of the low levels of PAHs detected in this sample.

Based on the lack of elevated VOCs, PAHs, and TRPH detected in the soil and groundwater samples collected, it appears that the Site has not been significantly impacted by these contaminants in the areas sampled. Based on this information, AEI does not recommend any further investigation at this time.

It should be noted that since AEI was not provided with any previous environmental documents, unknown additional environmental concerns may be present which may not have been fully addressed during this investigation.

6.0 REFERENCES

Chapter 62-777, Florida Administrative Code (Chapter 62-777, F.A.C.), Tables I, II and V. April 2005

7.0 REPORT LIMITATIONS AND RELIANCE

This report presents a summary of work completed by AEI Consultants. The completed work includes observations and descriptions of site conditions encountered. Where appropriate, it includes analytical results for samples taken during the course of the work. The number and location of samples are chosen to provide the requested information, subject to scope of work for which AEI was retained and limitations inherent in this type of work, but it cannot be assumed that they are representative of areas not sampled. This report should not be regarded as a guarantee that no further contamination beyond that which could have been detected within the scope of this investigation is present beneath the Site. Undocumented, unauthorized releases of hazardous material, the remains of which are not readily identifiable by visual inspection and are of different chemical constituents, are difficult and often impossible to detect within the scope of a chemical specific investigation.

Any conclusions and/or recommendations are based on these analyses and observations, and the governing regulations. Conclusions beyond those stated and reported herein should not be inferred from this document. These services were performed in accordance with generally accepted practices, in the environmental engineering and construction field, which existed at the time and location of the work. No other warranty, either expressed or implied, has been made.

This investigation was prepared for the sole use and benefit of Hensel Phelps. Both verbal and written, whether in draft or final, are for the benefit of Hensel Phelps. This report has no other purpose and may not be relied upon by any other person or entity without the written consent of AEI. Either verbally or in writing, third parties may come into possession of this report or all or part of the information generated as a result of this work. In the absence of a written agreement with AEI granting such rights, no third parties shall have rights of recourse or recovery whatsoever under any course of action against AEI, its officers, employees, vendors, successors or assigns. Reliance is provided in accordance with AEI's Proposal and Standard Terms & Conditions executed by Hensel Phelps. The limitation of liability defined in the Terms and Conditions is the aggregate limit of AEI's liability to the client and all relying parties.

If there are any questions regarding our investigation, please do not hesitate to contact Jackie Diaz at 561-212-0210, or the undersigned.

Sincerely,
AEI Consultants



Ben Friedman
Project Scientist II



Michael Meares
Senior Geologist I

FIGURES



LEGEND

- Approximate Site Boundary
- Proposed Soil Boring/Temporary Well Location



SITE MAP



1045 SW 11th Way
Deerfield Beach, Florida 33441

FIGURE 1
Project Number 477000

TABLES

TABLE 1: SOIL SAMPLE DATA SUMMARY
1045 SW 11th Way, Deerfield Beach, Florida
AEI Project No. 477000

	Sample ID Date Depth	SB-1	SB-2	SB-3	SB-4	SB-5	SB-6	Comparison Value(s):		
		4/12/2023 12-13 (feet bgs)	4/12/2023 12-13 (feet bgs)	4/12/2023 8-9 (feet bgs)	4/12/2023 12-13 (feet bgs)	4/12/2023 12-13 (feet bgs)	4/12/2023 12-13 (feet bgs)	FDEP SCTL Leachability	FDEP SCTL Direct Exposure Residential	FDEP SCTL Direct Exposure Ind/Com
TRPH via FL-PRO Method	mg/kg	5.5 U	5.8 U	5.8 U	5.7 U	5.4 U	5.8 U	(mg/kg) 340	(mg/kg) 460	(mg/kg) 2700
VOCs by US EPA Method 8260										
Acetone	mg/kg	0.0093 U	0.0099 U	0.013 I	0.0098 U	0.0096 I	0.013 I	25	11000	68000
All Other VOCs	mg/kg	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	Various	Various	Various
PAHs by US EPA Method 8270										
All PAHs	mg/kg	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	Various	Various	Various

Notes:

mg/kg
 ft bgs
 MDL
 PQL
 I
 U
 SCTL
 US EPA
 FDEP
 Ind/Com
 TRPH
 FL-PRO
 VOCs
 PAHs

Milligrams per kilogram
 Feet below ground surface
 Laboratory method detection limit
 Laboratory practical quantitation limit
 Estimated value detected below the PQL
 Not detected above the MDL, the number shown is the MDL
 Soil Cleanup Target Levels
 United States Environmental Protection Agency
 Florida Department of Environmental Protection
 Industrial/Commercial
 Total Recoverable Petroleum Hydrocarbons
 Florida Petroleum Residual Organic Method
 Volatile Organic Compounds
 Polycyclic Aromatic Hydrocarbons

TABLE 2: GROUNDWATER SAMPLE DATA SUMMARY
1045 SW 11th Way, Deerfield Beach, Florida
AEI Project No. 477000

	Sample ID Date	TW-1 4/12/2023	TW-2 4/12/2023	TW-3 4/12/2023	TW-4 4/12/2023	TW-5 4/12/2023	TW-6 4/12/2023	Comparison Value(s):	
								FDEP GCTL (µg/L)	FDEP NADC (µg/L)
TRPH by FL PRO Method	µg/L	750 U	790 U	750 U	750 U	760 U	750 U	5,000	50,000
VOCs by US EPA Method 8260B									
All VOCs	µg/L	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	Various	Various
PAHs via US EPA Method 8270									
Acenaphthene	µg/L	0.017 U	0.62 I	0.19 U	0.017 U	0.19 U	0.018 U	20	200
Fluorene	µg/L	0.015 U	0.69 I	0.17 U	0.016 U	0.17 U	0.016 U	280	2,800
1-Methylnaphthalene	µg/L	0.035 U	0.61 I	0.39 U	0.035 U	0.39 U	0.036 U	28	280
2-Methylnaphthalene	µg/L	0.062 U	1.7 I	0.68 U	0.063 U	0.68 U	0.083 I	28	280
Phenanthrene	µg/L	0.017 U	0.57 I	0.19 U	0.017 U	0.19 U	0.018 U	210	2,100
Naphthalene	µg/L	0.26 U	4.1 I	2.9 U	0.27 U	2.9 U	0.27 U	14	140
All Other PAHs	µg/L	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	Various	Various

Notes:

µg/L
 MDL
 PQL
 I
 U
 TRPH
 PRO Method
 US EPA
 FDEP
 GCTL
 NADC
 VOCs
 PAHs

Micrograms per liter
 Laboratory method detection limit
 Laboratory practical quantitation limit
 Estimated value detected below the PQL
 Not detected above the MDL, the number shown is the MDL
 Total Recoverable Petroleum Hydrocarbons
 Petroleum Residual Organic Method
 United States Environmental Protection Agency
 Florida Department of Environmental Protection
 Groundwater Cleanup Target Level
 Natural Attenuation Default Concentration
 Volatile Organic Compounds
 Polycyclic Aromatic Hydrocarbons

APPENDIX A

Boring Logs



AEI Consultants
2500 Camino Diablo
Walnut Creek, CA 94596
Telephone: 925-746-6000
Fax: 925-746-6099

BORING NUMBER SB-2

PAGE 1 OF 1

CLIENT Hensel Phelps **PROJECT NAME** 1045 SW 11th Way
PROJECT NUMBER 477000 **PROJECT LOCATION** Deerfield Beach, Florida 33441
DATE STARTED 4/12/23 **COMPLETED** 4/12/23 **GROUND ELEVATION** _____ **HOLE SIZE** 2.25 inches
DRILLING CONTRACTOR Enviroprobe **GROUND WATER LEVELS:**
DRILLING METHOD Direct Push **AT TIME OF DRILLING** ---
LOGGED BY Ben Friedman **CHECKED BY** Michael Meares **AT END OF DRILLING** ---
NOTES _____ **AFTER DRILLING** ---

DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS	PID DATA (ppm)	GRAPHIC LOG	MATERIAL DESCRIPTION	COMPLETION
0						
					0.3 Topsoil	
			0		White fine sand, dry, no odor (SW)	
			0			
			0			
5			0			
			0			
			0			
			0			
			0			
10			0		9.5 Dark brown fine sand, dry, no odor (SW)	
			0			
			0			
			0			
	SB-2		0			
			0			
15					14.0 Dark brown fine sand, wet, no odor (SW)	
					15.0 Bottom of borehole at 15.0 feet.	

Well pushed down an additional 3 feet past base of boring

APPENDIX B

Laboratory Analytical Reports

April 20, 2023

Ben Friedman
AEI Consultants
333 Camino Gardens Boulevard
Suite 203
Boca Raton, FL 33432

RE: Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Dear Ben Friedman:

Enclosed are the analytical results for sample(s) received by the laboratory on April 12, 2023. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Ormond Beach

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Lori Palmer
lori.palmer@pacelabs.com
813-855-1844
Project Manager

Enclosures



REPORT OF LABORATORY ANALYSIS

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CERTIFICATIONS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Pace Analytical Services Ormond Beach

8 East Tower Circle, Ormond Beach, FL 32174

Alaska DEC- CS/UST/LUST

Alabama Certification #: 41320

Colorado Certification: FL NELAC Reciprocity

Connecticut Certification #: PH-0216

Delaware Certification: FL NELAC Reciprocity

Florida Certification #: E83079

Georgia Certification #: 955

Guam Certification: FL NELAC Reciprocity

Hawaii Certification: FL NELAC Reciprocity

Illinois Certification #: 200068

Indiana Certification: FL NELAC Reciprocity

Kansas Certification #: E-10383

Kentucky Certification #: 90050

Louisiana Certification #: FL NELAC Reciprocity

Louisiana Environmental Certificate #: 05007

Maine Certification #: FL01264

Maryland Certification: #346

Massachusetts Certification #: M-FL1264

Michigan Certification #: 9911

Mississippi Certification: FL NELAC Reciprocity

Missouri Certification #: 236

Montana Certification #: Cert 0074

Nebraska Certification: NE-OS-28-14

New Hampshire Certification #: 2958

New Jersey Certification #: FL022

New York Certification #: 11608

North Carolina Environmental Certificate #: 667

North Carolina Certification #: 12710

North Dakota Certification #: R-216

Ohio DEP 87780

Oklahoma Certification #: D9947

Pennsylvania Certification #: 68-00547

Puerto Rico Certification #: FL01264

South Carolina Certification: #96042001

Tennessee Certification #: TN02974

Texas Certification: FL NELAC Reciprocity

US Virgin Islands Certification: FL NELAC Reciprocity

Virginia Environmental Certification #: 460165

West Virginia Certification #: 9962C

Wisconsin Certification #: 399079670

Wyoming (EPA Region 8): FL NELAC Reciprocity

REPORT OF LABORATORY ANALYSIS

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SAMPLE SUMMARY

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35792069001	SB-1	Solid	04/12/23 08:15	04/12/23 11:48
35792069002	SB-2	Solid	04/12/23 09:00	04/12/23 11:48
35792069003	SB-3	Solid	04/12/23 09:30	04/12/23 11:48
35792069004	SB-4	Solid	04/12/23 10:00	04/12/23 11:48
35792069005	SB-5	Solid	04/12/23 11:00	04/12/23 11:48
35792069006	SB-6	Solid	04/12/23 10:25	04/12/23 11:48
35792069007	TW-1	Water	04/12/23 08:45	04/12/23 11:48
35792069008	TW-2	Water	04/12/23 09:15	04/12/23 11:48
35792069009	TW-3	Water	04/12/23 09:45	04/12/23 11:48
35792069010	TW-4	Water	04/12/23 10:10	04/12/23 11:48
35792069011	TW-5	Water	04/12/23 10:45	04/12/23 11:48
35792069012	TW-6	Water	04/12/23 11:10	04/12/23 11:48

REPORT OF LABORATORY ANALYSIS

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SAMPLE ANALYTE COUNT

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35792069001	SB-1	FL-PRO	NCB1	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069002	SB-2	FL-PRO	NCB1	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069003	SB-3	FL-PRO	NCB1	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069004	SB-4	FL-PRO	NCB1	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069005	SB-5	FL-PRO	PKC	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069006	SB-6	FL-PRO	PKC	3	PASI-O
		EPA 8270	TWB	21	PASI-O
		EPA 8260	AS4	52	PASI-O
		ASTM D2974-87	ASB	1	PASI-O
35792069007	TW-1	FL-PRO	NCB1	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
35792069008	TW-2	FL-PRO	PKC	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
35792069009	TW-3	FL-PRO	NCB1	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
35792069010	TW-4	FL-PRO	NCB1	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
35792069011	TW-5	FL-PRO	PKC	3	PASI-O

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SAMPLE ANALYTE COUNT

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35792069012	TW-6	EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O
		FL-PRO	NCB1	3	PASI-O
		EPA 8270 by SIM	JPB	20	PASI-O
		EPA 8260	AST	52	PASI-O

PASI-O = Pace Analytical Services - Ormond Beach

REPORT OF LABORATORY ANALYSIS

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SUMMARY OF DETECTION

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Lab Sample ID Method	Client Sample ID Parameters	Result	Units	Report Limit	Analyzed	Qualifiers
35792069001	SB-1					
ASTM D2974-87	Percent Moisture	5.9	%	0.10	04/13/23 09:00	
35792069002	SB-2					
ASTM D2974-87	Percent Moisture	11.3	%	0.10	04/13/23 09:00	
35792069003	SB-3					
EPA 8260	Acetone	0.013 l	mg/kg	0.051	04/13/23 14:02	
ASTM D2974-87	Percent Moisture	11.2	%	0.10	04/13/23 09:00	
35792069004	SB-4					
ASTM D2974-87	Percent Moisture	9.4	%	0.10	04/13/23 09:00	
35792069005	SB-5					
EPA 8260	Acetone	0.0096 l	mg/kg	0.049	04/13/23 14:49	
ASTM D2974-87	Percent Moisture	5.7	%	0.10	04/13/23 09:00	
35792069006	SB-6					
EPA 8260	Acetone	0.013 l	mg/kg	0.058	04/13/23 15:12	
ASTM D2974-87	Percent Moisture	12.4	%	0.10	04/13/23 09:00	
35792069008	TW-2					
EPA 8270 by SIM	Acenaphthene	0.62 l	ug/L	5.0	04/17/23 09:27	
EPA 8270 by SIM	Fluorene	0.69 l	ug/L	5.0	04/17/23 09:27	
EPA 8270 by SIM	1-Methylnaphthalene	0.61 l	ug/L	20.0	04/17/23 09:27	
EPA 8270 by SIM	2-Methylnaphthalene	1.7 l	ug/L	20.0	04/17/23 09:27	
EPA 8270 by SIM	Naphthalene	4.1 l	ug/L	20.0	04/17/23 09:27	
EPA 8270 by SIM	Phenanthrene	0.57 l	ug/L	5.0	04/17/23 09:27	
35792069012	TW-6					
EPA 8270 by SIM	2-Methylnaphthalene	0.083 l	ug/L	1.9	04/17/23 10:48	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-1 **Lab ID: 35792069001** Collected: 04/12/23 08:15 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.5	U	mg/kg	6.4	5.5	1	04/13/23 06:45	04/13/23 15:02	
Surrogates									
o-Terphenyl (S)	73	%	66-136		1	04/13/23 06:45	04/13/23 15:02	84-15-1	
N-Pentatriacontane (S)	87	%	42-159		1	04/13/23 06:45	04/13/23 15:02	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.017	U	mg/kg	0.038	0.017	1	04/13/23 10:21	04/17/23 12:58	83-32-9
Acenaphthylene	0.0056	U	mg/kg	0.036	0.0056	1	04/13/23 10:21	04/17/23 12:58	208-96-8
Anthracene	0.0049	U	mg/kg	0.038	0.0049	1	04/13/23 10:21	04/17/23 12:58	120-12-7
Benzo(a)anthracene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 12:58	56-55-3
Benzo(a)pyrene	0.0089	U	mg/kg	0.036	0.0089	1	04/13/23 10:21	04/17/23 12:58	50-32-8
Benzo(b)fluoranthene	0.0095	U	mg/kg	0.036	0.0095	1	04/13/23 10:21	04/17/23 12:58	205-99-2
Benzo(g,h,i)perylene	0.0090	U	mg/kg	0.036	0.0090	1	04/13/23 10:21	04/17/23 12:58	191-24-2
Benzo(k)fluoranthene	0.0095	U	mg/kg	0.036	0.0095	1	04/13/23 10:21	04/17/23 12:58	207-08-9
Chrysene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 12:58	218-01-9
Dibenz(a,h)anthracene	0.0083	U	mg/kg	0.036	0.0083	1	04/13/23 10:21	04/17/23 12:58	53-70-3
Fluoranthene	0.012	U	mg/kg	0.036	0.012	1	04/13/23 10:21	04/17/23 12:58	206-44-0
Fluorene	0.013	U	mg/kg	0.039	0.013	1	04/13/23 10:21	04/17/23 12:58	86-73-7
Indeno(1,2,3-cd)pyrene	0.0082	U	mg/kg	0.036	0.0082	1	04/13/23 10:21	04/17/23 12:58	193-39-5
1-Methylnaphthalene	0.0059	U	mg/kg	0.042	0.0059	1	04/13/23 10:21	04/17/23 12:58	90-12-0
2-Methylnaphthalene	0.0056	U	mg/kg	0.041	0.0056	1	04/13/23 10:21	04/17/23 12:58	91-57-6
Naphthalene	0.013	U	mg/kg	0.037	0.013	1	04/13/23 10:21	04/17/23 12:58	91-20-3
Phenanthrene	0.0051	U	mg/kg	0.036	0.0051	1	04/13/23 10:21	04/17/23 12:58	85-01-8
Pyrene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 12:58	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	54	%	24-98		1	04/13/23 10:21	04/17/23 12:58	4165-60-0	
2-Fluorobiphenyl (S)	61	%	29-101		1	04/13/23 10:21	04/17/23 12:58	321-60-8	
p-Terphenyl-d14 (S)	82	%	29-112		1	04/13/23 10:21	04/17/23 12:58	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0014	U	mg/kg	0.0052	0.0014	1	04/12/23 12:00	04/13/23 12:28	71-55-6
1,1,2,2-Tetrachloroethane	0.00064	U	mg/kg	0.0052	0.00064	1	04/12/23 12:00	04/13/23 12:28	79-34-5
1,1,2-Trichloroethane	0.00062	U	mg/kg	0.0052	0.00062	1	04/12/23 12:00	04/13/23 12:28	79-00-5
1,1-Dichloroethane	0.0010	U	mg/kg	0.0052	0.0010	1	04/12/23 12:00	04/13/23 12:28	75-34-3
1,1-Dichloroethene	0.0026	U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	75-35-4
1,1-Dichloropropene	0.0027	U	mg/kg	0.0052	0.0027	1	04/12/23 12:00	04/13/23 12:28	563-58-6
1,2,4-Trimethylbenzene	0.0012	U	mg/kg	0.0052	0.0012	1	04/12/23 12:00	04/13/23 12:28	95-63-6
1,2-Dichlorobenzene	0.00080	U	mg/kg	0.0052	0.00080	1	04/12/23 12:00	04/13/23 12:28	95-50-1
1,2-Dichloroethane	0.00081	U	mg/kg	0.0052	0.00081	1	04/12/23 12:00	04/13/23 12:28	107-06-2

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-1 **Lab ID: 35792069001** Collected: 04/12/23 08:15 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.00097 U	mg/kg	0.0052	0.00097	1	04/12/23 12:00	04/13/23 12:28	78-87-5	
1,3,5-Trimethylbenzene	0.0014 U	mg/kg	0.0052	0.0014	1	04/12/23 12:00	04/13/23 12:28	108-67-8	
1,3-Dichlorobenzene	0.00096 U	mg/kg	0.0052	0.00096	1	04/12/23 12:00	04/13/23 12:28	541-73-1	
1,3-Dichloropropane	0.00089 U	mg/kg	0.0052	0.00089	1	04/12/23 12:00	04/13/23 12:28	142-28-9	
1,4-Dichlorobenzene	0.00070 U	mg/kg	0.0052	0.00070	1	04/12/23 12:00	04/13/23 12:28	106-46-7	
2-Butanone (MEK)	0.0052 U	mg/kg	0.052	0.0052	1	04/12/23 12:00	04/13/23 12:28	78-93-3	
2-Hexanone	0.0052 U	mg/kg	0.026	0.0052	1	04/12/23 12:00	04/13/23 12:28	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0052 U	mg/kg	0.026	0.0052	1	04/12/23 12:00	04/13/23 12:28	108-10-1	
Acetone	0.0093 U	mg/kg	0.052	0.0093	1	04/12/23 12:00	04/13/23 12:28	67-64-1	
Benzene	0.0010 U	mg/kg	0.0052	0.0010	1	04/12/23 12:00	04/13/23 12:28	71-43-2	
Bromobenzene	0.00093 U	mg/kg	0.0052	0.00093	1	04/12/23 12:00	04/13/23 12:28	108-86-1	
Bromochloromethane	0.00078 U	mg/kg	0.0052	0.00078	1	04/12/23 12:00	04/13/23 12:28	74-97-5	
Bromodichloromethane	0.0012 U	mg/kg	0.0052	0.0012	1	04/12/23 12:00	04/13/23 12:28	75-27-4	
Bromoform	0.0012 U	mg/kg	0.0052	0.0012	1	04/12/23 12:00	04/13/23 12:28	75-25-2	
Bromomethane	0.0019 U	mg/kg	0.0052	0.0019	1	04/12/23 12:00	04/13/23 12:28	74-83-9	J(v2)
Carbon disulfide	0.0026 U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	75-15-0	
Carbon tetrachloride	0.0013 U	mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	56-23-5	
Chlorobenzene	0.00098 U	mg/kg	0.0052	0.00098	1	04/12/23 12:00	04/13/23 12:28	108-90-7	
Chloroethane	0.0022 U	mg/kg	0.0052	0.0022	1	04/12/23 12:00	04/13/23 12:28	75-00-3	J(v2)
Chloroform	0.00088 U	mg/kg	0.0052	0.00088	1	04/12/23 12:00	04/13/23 12:28	67-66-3	
Chloromethane	0.00093 U	mg/kg	0.0052	0.00093	1	04/12/23 12:00	04/13/23 12:28	74-87-3	
Dibromochloromethane	0.00091 U	mg/kg	0.0052	0.00091	1	04/12/23 12:00	04/13/23 12:28	124-48-1	
Dibromomethane	0.00075 U	mg/kg	0.0052	0.00075	1	04/12/23 12:00	04/13/23 12:28	74-95-3	
Dichlorodifluoromethane	0.0026 U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	75-71-8	
Ethylbenzene	0.0013 U	mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	100-41-4	
Isopropylbenzene (Cumene)	0.0014 U	mg/kg	0.0052	0.0014	1	04/12/23 12:00	04/13/23 12:28	98-82-8	
Methyl-tert-butyl ether	0.0016 U	mg/kg	0.0052	0.0016	1	04/12/23 12:00	04/13/23 12:28	1634-04-4	
Methylene Chloride	0.0046 U	mg/kg	0.0052	0.0046	1	04/12/23 12:00	04/13/23 12:28	75-09-2	J(v2)
Styrene	0.0026 U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	100-42-5	
Tetrachloroethene	0.0013 U	mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	127-18-4	
Toluene	0.00085 U	mg/kg	0.0052	0.00085	1	04/12/23 12:00	04/13/23 12:28	108-88-3	
Trichloroethene	0.0013 U	mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	79-01-6	
Trichlorofluoromethane	0.0026 U	mg/kg	0.0052	0.0026	1	04/12/23 12:00	04/13/23 12:28	75-69-4	
Vinyl chloride	0.00098 U	mg/kg	0.0052	0.00098	1	04/12/23 12:00	04/13/23 12:28	75-01-4	
Xylene (Total)	0.0054 U	mg/kg	0.016	0.0054	1	04/12/23 12:00	04/13/23 12:28	1330-20-7	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-1 **Lab ID: 35792069001** Collected: 04/12/23 08:15 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
cis-1,2-Dichloroethene	0.0012	U mg/kg	0.0052	0.0012	1	04/12/23 12:00	04/13/23 12:28	156-59-2	
m&p-Xylene	0.0054	U mg/kg	0.010	0.0054	1	04/12/23 12:00	04/13/23 12:28	179601-23-1	
n-Propylbenzene	0.0013	U mg/kg	0.0052	0.0013	1	04/12/23 12:00	04/13/23 12:28	103-65-1	
o-Xylene	0.0010	U mg/kg	0.0052	0.0010	1	04/12/23 12:00	04/13/23 12:28	95-47-6	
trans-1,2-Dichloroethene	0.0014	U mg/kg	0.0052	0.0014	1	04/12/23 12:00	04/13/23 12:28	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	93	%	68-125		1	04/12/23 12:00	04/13/23 12:28	460-00-4	
Toluene-d8 (S)	101	%	70-130		1	04/12/23 12:00	04/13/23 12:28	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	100	%	70-130		1	04/12/23 12:00	04/13/23 12:28	2199-69-1	
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	5.9	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-2 **Lab ID: 35792069002** Collected: 04/12/23 09:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.8	U	mg/kg	6.8	5.8	1	04/13/23 06:45	04/13/23 16:09	
Surrogates									
o-Terphenyl (S)	87	%	66-136		1	04/13/23 06:45	04/13/23 16:09	84-15-1	
N-Pentatriacontane (S)	86	%	42-159		1	04/13/23 06:45	04/13/23 16:09	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.018	U	mg/kg	0.041	0.018	1	04/13/23 10:21	04/17/23 13:24	83-32-9
Acenaphthylene	0.0060	U	mg/kg	0.038	0.0060	1	04/13/23 10:21	04/17/23 13:24	208-96-8
Anthracene	0.0052	U	mg/kg	0.041	0.0052	1	04/13/23 10:21	04/17/23 13:24	120-12-7
Benzo(a)anthracene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:24	56-55-3
Benzo(a)pyrene	0.0095	U	mg/kg	0.038	0.0095	1	04/13/23 10:21	04/17/23 13:24	50-32-8
Benzo(b)fluoranthene	0.010	U	mg/kg	0.038	0.010	1	04/13/23 10:21	04/17/23 13:24	205-99-2
Benzo(g,h,i)perylene	0.0096	U	mg/kg	0.038	0.0096	1	04/13/23 10:21	04/17/23 13:24	191-24-2
Benzo(k)fluoranthene	0.010	U	mg/kg	0.038	0.010	1	04/13/23 10:21	04/17/23 13:24	207-08-9
Chrysene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:24	218-01-9
Dibenz(a,h)anthracene	0.0088	U	mg/kg	0.038	0.0088	1	04/13/23 10:21	04/17/23 13:24	53-70-3
Fluoranthene	0.012	U	mg/kg	0.038	0.012	1	04/13/23 10:21	04/17/23 13:24	206-44-0
Fluorene	0.014	U	mg/kg	0.042	0.014	1	04/13/23 10:21	04/17/23 13:24	86-73-7
Indeno(1,2,3-cd)pyrene	0.0087	U	mg/kg	0.038	0.0087	1	04/13/23 10:21	04/17/23 13:24	193-39-5
1-Methylnaphthalene	0.0063	U	mg/kg	0.045	0.0063	1	04/13/23 10:21	04/17/23 13:24	90-12-0
2-Methylnaphthalene	0.0060	U	mg/kg	0.044	0.0060	1	04/13/23 10:21	04/17/23 13:24	91-57-6
Naphthalene	0.014	U	mg/kg	0.039	0.014	1	04/13/23 10:21	04/17/23 13:24	91-20-3
Phenanthrene	0.0054	U	mg/kg	0.038	0.0054	1	04/13/23 10:21	04/17/23 13:24	85-01-8
Pyrene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:24	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	56	%	24-98		1	04/13/23 10:21	04/17/23 13:24	4165-60-0	
2-Fluorobiphenyl (S)	64	%	29-101		1	04/13/23 10:21	04/17/23 13:24	321-60-8	
p-Terphenyl-d14 (S)	64	%	29-112		1	04/13/23 10:21	04/17/23 13:24	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0014	U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 13:15	71-55-6
1,1,2,2-Tetrachloroethane	0.00068	U	mg/kg	0.0055	0.00068	1	04/13/23 08:41	04/13/23 13:15	79-34-5
1,1,2-Trichloroethane	0.00065	U	mg/kg	0.0055	0.00065	1	04/13/23 08:41	04/13/23 13:15	79-00-5
1,1-Dichloroethane	0.0011	U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 13:15	75-34-3
1,1-Dichloroethene	0.0028	U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	75-35-4
1,1-Dichloropropene	0.0028	U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	563-58-6
1,2,4-Trimethylbenzene	0.0012	U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 13:15	95-63-6
1,2-Dichlorobenzene	0.00084	U	mg/kg	0.0055	0.00084	1	04/13/23 08:41	04/13/23 13:15	95-50-1
1,2-Dichloroethane	0.00085	U	mg/kg	0.0055	0.00085	1	04/13/23 08:41	04/13/23 13:15	107-06-2

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-2 **Lab ID: 35792069002** Collected: 04/12/23 09:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 13:15	78-87-5	
1,3,5-Trimethylbenzene	0.0014 U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 13:15	108-67-8	
1,3-Dichlorobenzene	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 13:15	541-73-1	
1,3-Dichloropropane	0.00094 U	mg/kg	0.0055	0.00094	1	04/13/23 08:41	04/13/23 13:15	142-28-9	
1,4-Dichlorobenzene	0.00074 U	mg/kg	0.0055	0.00074	1	04/13/23 08:41	04/13/23 13:15	106-46-7	
2-Butanone (MEK)	0.0055 U	mg/kg	0.055	0.0055	1	04/13/23 08:41	04/13/23 13:15	78-93-3	
2-Hexanone	0.0055 U	mg/kg	0.028	0.0055	1	04/13/23 08:41	04/13/23 13:15	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0055 U	mg/kg	0.028	0.0055	1	04/13/23 08:41	04/13/23 13:15	108-10-1	
Acetone	0.0099 U	mg/kg	0.055	0.0099	1	04/13/23 08:41	04/13/23 13:15	67-64-1	
Benzene	0.0011 U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 13:15	71-43-2	
Bromobenzene	0.00099 U	mg/kg	0.0055	0.00099	1	04/13/23 08:41	04/13/23 13:15	108-86-1	
Bromochloromethane	0.00082 U	mg/kg	0.0055	0.00082	1	04/13/23 08:41	04/13/23 13:15	74-97-5	
Bromodichloromethane	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 13:15	75-27-4	
Bromoform	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 13:15	75-25-2	
Bromomethane	0.0020 U	mg/kg	0.0055	0.0020	1	04/13/23 08:41	04/13/23 13:15	74-83-9	J(v2)
Carbon disulfide	0.0028 U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	75-15-0	
Carbon tetrachloride	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	56-23-5	
Chlorobenzene	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 13:15	108-90-7	
Chloroethane	0.0023 U	mg/kg	0.0055	0.0023	1	04/13/23 08:41	04/13/23 13:15	75-00-3	J(v2)
Chloroform	0.00093 U	mg/kg	0.0055	0.00093	1	04/13/23 08:41	04/13/23 13:15	67-66-3	
Chloromethane	0.00099 U	mg/kg	0.0055	0.00099	1	04/13/23 08:41	04/13/23 13:15	74-87-3	J(M1)
Dibromochloromethane	0.00097 U	mg/kg	0.0055	0.00097	1	04/13/23 08:41	04/13/23 13:15	124-48-1	
Dibromomethane	0.00079 U	mg/kg	0.0055	0.00079	1	04/13/23 08:41	04/13/23 13:15	74-95-3	
Dichlorodifluoromethane	0.0028 U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	75-71-8	
Ethylbenzene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	100-41-4	
Isopropylbenzene (Cumene)	0.0014 U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 13:15	98-82-8	
Methyl-tert-butyl ether	0.0017 U	mg/kg	0.0055	0.0017	1	04/13/23 08:41	04/13/23 13:15	1634-04-4	
Methylene Chloride	0.0049 U	mg/kg	0.0055	0.0049	1	04/13/23 08:41	04/13/23 13:15	75-09-2	J(v2)
Styrene	0.0028 U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	100-42-5	
Tetrachloroethene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	127-18-4	
Toluene	0.00090 U	mg/kg	0.0055	0.00090	1	04/13/23 08:41	04/13/23 13:15	108-88-3	
Trichloroethene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	79-01-6	
Trichlorofluoromethane	0.0028 U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 13:15	75-69-4	
Vinyl chloride	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 13:15	75-01-4	J(M1)
Xylene (Total)	0.0057 U	mg/kg	0.017	0.0057	1	04/13/23 08:41	04/13/23 13:15	1330-20-7	
cis-1,2-Dichloroethene	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 13:15	156-59-2	
m&p-Xylene	0.0057 U	mg/kg	0.011	0.0057	1	04/13/23 08:41	04/13/23 13:15	179601-23-1	
n-Propylbenzene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 13:15	103-65-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-2 **Lab ID: 35792069002** Collected: 04/12/23 09:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
o-Xylene	0.0011	U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 13:15	95-47-6
trans-1,2-Dichloroethene	0.0014	U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 13:15	156-60-5
Surrogates									
4-Bromofluorobenzene (S)	89	%	68-125			1	04/13/23 08:41	04/13/23 13:15	460-00-4
Toluene-d8 (S)	99	%	70-130			1	04/13/23 08:41	04/13/23 13:15	2037-26-5
1,2-Dichlorobenzene-d4 (S)	98	%	70-130			1	04/13/23 08:41	04/13/23 13:15	2199-69-1
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	11.3	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-3 **Lab ID: 35792069003** Collected: 04/12/23 09:30 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.8	U	mg/kg	6.7	5.8	1	04/13/23 06:45	04/13/23 16:23	
Surrogates									
o-Terphenyl (S)	89	%	66-136		1	04/13/23 06:45	04/13/23 16:23	84-15-1	
N-Pentatriacontane (S)	87	%	42-159		1	04/13/23 06:45	04/13/23 16:23	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.018	U	mg/kg	0.041	0.018	1	04/13/23 10:21	04/17/23 13:51	83-32-9
Acenaphthylene	0.0060	U	mg/kg	0.038	0.0060	1	04/13/23 10:21	04/17/23 13:51	208-96-8
Anthracene	0.0052	U	mg/kg	0.041	0.0052	1	04/13/23 10:21	04/17/23 13:51	120-12-7
Benzo(a)anthracene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:51	56-55-3
Benzo(a)pyrene	0.0095	U	mg/kg	0.038	0.0095	1	04/13/23 10:21	04/17/23 13:51	50-32-8
Benzo(b)fluoranthene	0.010	U	mg/kg	0.038	0.010	1	04/13/23 10:21	04/17/23 13:51	205-99-2
Benzo(g,h,i)perylene	0.0096	U	mg/kg	0.038	0.0096	1	04/13/23 10:21	04/17/23 13:51	191-24-2
Benzo(k)fluoranthene	0.010	U	mg/kg	0.038	0.010	1	04/13/23 10:21	04/17/23 13:51	207-08-9
Chrysene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:51	218-01-9
Dibenz(a,h)anthracene	0.0088	U	mg/kg	0.038	0.0088	1	04/13/23 10:21	04/17/23 13:51	53-70-3
Fluoranthene	0.012	U	mg/kg	0.038	0.012	1	04/13/23 10:21	04/17/23 13:51	206-44-0
Fluorene	0.014	U	mg/kg	0.042	0.014	1	04/13/23 10:21	04/17/23 13:51	86-73-7
Indeno(1,2,3-cd)pyrene	0.0087	U	mg/kg	0.038	0.0087	1	04/13/23 10:21	04/17/23 13:51	193-39-5
1-Methylnaphthalene	0.0063	U	mg/kg	0.045	0.0063	1	04/13/23 10:21	04/17/23 13:51	90-12-0
2-Methylnaphthalene	0.0060	U	mg/kg	0.044	0.0060	1	04/13/23 10:21	04/17/23 13:51	91-57-6
Naphthalene	0.014	U	mg/kg	0.039	0.014	1	04/13/23 10:21	04/17/23 13:51	91-20-3
Phenanthrene	0.0054	U	mg/kg	0.038	0.0054	1	04/13/23 10:21	04/17/23 13:51	85-01-8
Pyrene	0.0051	U	mg/kg	0.038	0.0051	1	04/13/23 10:21	04/17/23 13:51	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	56	%	24-98		1	04/13/23 10:21	04/17/23 13:51	4165-60-0	
2-Fluorobiphenyl (S)	64	%	29-101		1	04/13/23 10:21	04/17/23 13:51	321-60-8	
p-Terphenyl-d14 (S)	74	%	29-112		1	04/13/23 10:21	04/17/23 13:51	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0013	U	mg/kg	0.0051	0.0013	1	04/13/23 08:41	04/13/23 14:02	71-55-6
1,1,2,2-Tetrachloroethane	0.00062	U	mg/kg	0.0051	0.00062	1	04/13/23 08:41	04/13/23 14:02	79-34-5
1,1,2-Trichloroethane	0.00060	U	mg/kg	0.0051	0.00060	1	04/13/23 08:41	04/13/23 14:02	79-00-5
1,1-Dichloroethane	0.0010	U	mg/kg	0.0051	0.0010	1	04/13/23 08:41	04/13/23 14:02	75-34-3
1,1-Dichloroethene	0.0025	U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	75-35-4
1,1-Dichloropropene	0.0026	U	mg/kg	0.0051	0.0026	1	04/13/23 08:41	04/13/23 14:02	563-58-6
1,2,4-Trimethylbenzene	0.0011	U	mg/kg	0.0051	0.0011	1	04/13/23 08:41	04/13/23 14:02	95-63-6
1,2-Dichlorobenzene	0.00077	U	mg/kg	0.0051	0.00077	1	04/13/23 08:41	04/13/23 14:02	95-50-1
1,2-Dichloroethane	0.00078	U	mg/kg	0.0051	0.00078	1	04/13/23 08:41	04/13/23 14:02	107-06-2

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: SB-3 **Lab ID: 35792069003** Collected: 04/12/23 09:30 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.00094 U	mg/kg	0.0051	0.00094	1	04/13/23 08:41	04/13/23 14:02	78-87-5	
1,3,5-Trimethylbenzene	0.0013 U	mg/kg	0.0051	0.0013	1	04/13/23 08:41	04/13/23 14:02	108-67-8	
1,3-Dichlorobenzene	0.00093 U	mg/kg	0.0051	0.00093	1	04/13/23 08:41	04/13/23 14:02	541-73-1	
1,3-Dichloropropane	0.00086 U	mg/kg	0.0051	0.00086	1	04/13/23 08:41	04/13/23 14:02	142-28-9	
1,4-Dichlorobenzene	0.00068 U	mg/kg	0.0051	0.00068	1	04/13/23 08:41	04/13/23 14:02	106-46-7	
2-Butanone (MEK)	0.0051 U	mg/kg	0.051	0.0051	1	04/13/23 08:41	04/13/23 14:02	78-93-3	
2-Hexanone	0.0051 U	mg/kg	0.025	0.0051	1	04/13/23 08:41	04/13/23 14:02	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0051 U	mg/kg	0.025	0.0051	1	04/13/23 08:41	04/13/23 14:02	108-10-1	
Acetone	0.013 I	mg/kg	0.051	0.0090	1	04/13/23 08:41	04/13/23 14:02	67-64-1	
Benzene	0.0010 U	mg/kg	0.0051	0.0010	1	04/13/23 08:41	04/13/23 14:02	71-43-2	
Bromobenzene	0.00090 U	mg/kg	0.0051	0.00090	1	04/13/23 08:41	04/13/23 14:02	108-86-1	
Bromochloromethane	0.00075 U	mg/kg	0.0051	0.00075	1	04/13/23 08:41	04/13/23 14:02	74-97-5	
Bromodichloromethane	0.0011 U	mg/kg	0.0051	0.0011	1	04/13/23 08:41	04/13/23 14:02	75-27-4	
Bromoform	0.0011 U	mg/kg	0.0051	0.0011	1	04/13/23 08:41	04/13/23 14:02	75-25-2	
Bromomethane	0.0018 U	mg/kg	0.0051	0.0018	1	04/13/23 08:41	04/13/23 14:02	74-83-9	J(v2)
Carbon disulfide	0.0025 U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	75-15-0	
Carbon tetrachloride	0.0012 U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	56-23-5	
Chlorobenzene	0.00095 U	mg/kg	0.0051	0.00095	1	04/13/23 08:41	04/13/23 14:02	108-90-7	
Chloroethane	0.0021 U	mg/kg	0.0051	0.0021	1	04/13/23 08:41	04/13/23 14:02	75-00-3	J(v2)
Chloroform	0.00085 U	mg/kg	0.0051	0.00085	1	04/13/23 08:41	04/13/23 14:02	67-66-3	
Chloromethane	0.00090 U	mg/kg	0.0051	0.00090	1	04/13/23 08:41	04/13/23 14:02	74-87-3	
Dibromochloromethane	0.00088 U	mg/kg	0.0051	0.00088	1	04/13/23 08:41	04/13/23 14:02	124-48-1	
Dibromomethane	0.00072 U	mg/kg	0.0051	0.00072	1	04/13/23 08:41	04/13/23 14:02	74-95-3	
Dichlorodifluoromethane	0.0025 U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	75-71-8	
Ethylbenzene	0.0012 U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	100-41-4	
Isopropylbenzene (Cumene)	0.0013 U	mg/kg	0.0051	0.0013	1	04/13/23 08:41	04/13/23 14:02	98-82-8	
Methyl-tert-butyl ether	0.0015 U	mg/kg	0.0051	0.0015	1	04/13/23 08:41	04/13/23 14:02	1634-04-4	
Methylene Chloride	0.0045 U	mg/kg	0.0051	0.0045	1	04/13/23 08:41	04/13/23 14:02	75-09-2	J(v2)
Styrene	0.0025 U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	100-42-5	
Tetrachloroethene	0.0012 U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	127-18-4	
Toluene	0.00082 U	mg/kg	0.0051	0.00082	1	04/13/23 08:41	04/13/23 14:02	108-88-3	
Trichloroethene	0.0012 U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	79-01-6	
Trichlorofluoromethane	0.0025 U	mg/kg	0.0051	0.0025	1	04/13/23 08:41	04/13/23 14:02	75-69-4	
Vinyl chloride	0.00095 U	mg/kg	0.0051	0.00095	1	04/13/23 08:41	04/13/23 14:02	75-01-4	
Xylene (Total)	0.0052 U	mg/kg	0.015	0.0052	1	04/13/23 08:41	04/13/23 14:02	1330-20-7	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-3 **Lab ID: 35792069003** Collected: 04/12/23 09:30 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
cis-1,2-Dichloroethene	0.0011	U	mg/kg	0.0051	0.0011	1	04/13/23 08:41	04/13/23 14:02	156-59-2
m&p-Xylene	0.0052	U	mg/kg	0.010	0.0052	1	04/13/23 08:41	04/13/23 14:02	179601-23-1
n-Propylbenzene	0.0012	U	mg/kg	0.0051	0.0012	1	04/13/23 08:41	04/13/23 14:02	103-65-1
o-Xylene	0.00098	U	mg/kg	0.0051	0.00098	1	04/13/23 08:41	04/13/23 14:02	95-47-6
trans-1,2-Dichloroethene	0.0013	U	mg/kg	0.0051	0.0013	1	04/13/23 08:41	04/13/23 14:02	156-60-5
Surrogates									
4-Bromofluorobenzene (S)	93	%	68-125			1	04/13/23 08:41	04/13/23 14:02	460-00-4
Toluene-d8 (S)	100	%	70-130			1	04/13/23 08:41	04/13/23 14:02	2037-26-5
1,2-Dichlorobenzene-d4 (S)	99	%	70-130			1	04/13/23 08:41	04/13/23 14:02	2199-69-1
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	11.2	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-4 **Lab ID: 35792069004** Collected: 04/12/23 10:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.7	U	mg/kg	6.6	5.7	1	04/13/23 06:45	04/13/23 16:36	
Surrogates									
o-Terphenyl (S)	78	%	66-136		1	04/13/23 06:45	04/13/23 16:36	84-15-1	
N-Pentatriacontane (S)	78	%	42-159		1	04/13/23 06:45	04/13/23 16:36	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.018	U	mg/kg	0.040	0.018	1	04/13/23 10:21	04/17/23 14:17	83-32-9
Acenaphthylene	0.0058	U	mg/kg	0.037	0.0058	1	04/13/23 10:21	04/17/23 14:17	208-96-8
Anthracene	0.0051	U	mg/kg	0.040	0.0051	1	04/13/23 10:21	04/17/23 14:17	120-12-7
Benzo(a)anthracene	0.0049	U	mg/kg	0.037	0.0049	1	04/13/23 10:21	04/17/23 14:17	56-55-3
Benzo(a)pyrene	0.0092	U	mg/kg	0.037	0.0092	1	04/13/23 10:21	04/17/23 14:17	50-32-8
Benzo(b)fluoranthene	0.0099	U	mg/kg	0.037	0.0099	1	04/13/23 10:21	04/17/23 14:17	205-99-2
Benzo(g,h,i)perylene	0.0093	U	mg/kg	0.037	0.0093	1	04/13/23 10:21	04/17/23 14:17	191-24-2
Benzo(k)fluoranthene	0.0099	U	mg/kg	0.037	0.0099	1	04/13/23 10:21	04/17/23 14:17	207-08-9
Chrysene	0.0049	U	mg/kg	0.037	0.0049	1	04/13/23 10:21	04/17/23 14:17	218-01-9
Dibenz(a,h)anthracene	0.0086	U	mg/kg	0.037	0.0086	1	04/13/23 10:21	04/17/23 14:17	53-70-3
Fluoranthene	0.012	U	mg/kg	0.037	0.012	1	04/13/23 10:21	04/17/23 14:17	206-44-0
Fluorene	0.013	U	mg/kg	0.041	0.013	1	04/13/23 10:21	04/17/23 14:17	86-73-7
Indeno(1,2,3-cd)pyrene	0.0085	U	mg/kg	0.037	0.0085	1	04/13/23 10:21	04/17/23 14:17	193-39-5
1-Methylnaphthalene	0.0062	U	mg/kg	0.044	0.0062	1	04/13/23 10:21	04/17/23 14:17	90-12-0
2-Methylnaphthalene	0.0058	U	mg/kg	0.043	0.0058	1	04/13/23 10:21	04/17/23 14:17	91-57-6
Naphthalene	0.013	U	mg/kg	0.038	0.013	1	04/13/23 10:21	04/17/23 14:17	91-20-3
Phenanthrene	0.0053	U	mg/kg	0.037	0.0053	1	04/13/23 10:21	04/17/23 14:17	85-01-8
Pyrene	0.0049	U	mg/kg	0.037	0.0049	1	04/13/23 10:21	04/17/23 14:17	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	60	%	24-98		1	04/13/23 10:21	04/17/23 14:17	4165-60-0	
2-Fluorobiphenyl (S)	69	%	29-101		1	04/13/23 10:21	04/17/23 14:17	321-60-8	
p-Terphenyl-d14 (S)	87	%	29-112		1	04/13/23 10:21	04/17/23 14:17	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0014	U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 14:25	71-55-6
1,1,2,2-Tetrachloroethane	0.00067	U	mg/kg	0.0055	0.00067	1	04/13/23 08:41	04/13/23 14:25	79-34-5
1,1,2-Trichloroethane	0.00065	U	mg/kg	0.0055	0.00065	1	04/13/23 08:41	04/13/23 14:25	79-00-5
1,1-Dichloroethane	0.0011	U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 14:25	75-34-3
1,1-Dichloroethene	0.0027	U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	75-35-4
1,1-Dichloropropene	0.0028	U	mg/kg	0.0055	0.0028	1	04/13/23 08:41	04/13/23 14:25	563-58-6
1,2,4-Trimethylbenzene	0.0012	U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 14:25	95-63-6
1,2-Dichlorobenzene	0.00083	U	mg/kg	0.0055	0.00083	1	04/13/23 08:41	04/13/23 14:25	95-50-1
1,2-Dichloroethane	0.00084	U	mg/kg	0.0055	0.00084	1	04/13/23 08:41	04/13/23 14:25	107-06-2

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-4 **Lab ID: 35792069004** Collected: 04/12/23 10:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 14:25	78-87-5	
1,3,5-Trimethylbenzene	0.0014 U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 14:25	108-67-8	
1,3-Dichlorobenzene	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 14:25	541-73-1	
1,3-Dichloropropane	0.00093 U	mg/kg	0.0055	0.00093	1	04/13/23 08:41	04/13/23 14:25	142-28-9	
1,4-Dichlorobenzene	0.00074 U	mg/kg	0.0055	0.00074	1	04/13/23 08:41	04/13/23 14:25	106-46-7	
2-Butanone (MEK)	0.0055 U	mg/kg	0.055	0.0055	1	04/13/23 08:41	04/13/23 14:25	78-93-3	
2-Hexanone	0.0055 U	mg/kg	0.027	0.0055	1	04/13/23 08:41	04/13/23 14:25	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0055 U	mg/kg	0.027	0.0055	1	04/13/23 08:41	04/13/23 14:25	108-10-1	
Acetone	0.0098 U	mg/kg	0.055	0.0098	1	04/13/23 08:41	04/13/23 14:25	67-64-1	
Benzene	0.0011 U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 14:25	71-43-2	
Bromobenzene	0.00098 U	mg/kg	0.0055	0.00098	1	04/13/23 08:41	04/13/23 14:25	108-86-1	
Bromochloromethane	0.00081 U	mg/kg	0.0055	0.00081	1	04/13/23 08:41	04/13/23 14:25	74-97-5	
Bromodichloromethane	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 14:25	75-27-4	
Bromoform	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 14:25	75-25-2	
Bromomethane	0.0020 U	mg/kg	0.0055	0.0020	1	04/13/23 08:41	04/13/23 14:25	74-83-9	J(v2)
Carbon disulfide	0.0027 U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	75-15-0	
Carbon tetrachloride	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	56-23-5	
Chlorobenzene	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 14:25	108-90-7	
Chloroethane	0.0023 U	mg/kg	0.0055	0.0023	1	04/13/23 08:41	04/13/23 14:25	75-00-3	J(v2)
Chloroform	0.00092 U	mg/kg	0.0055	0.00092	1	04/13/23 08:41	04/13/23 14:25	67-66-3	
Chloromethane	0.00098 U	mg/kg	0.0055	0.00098	1	04/13/23 08:41	04/13/23 14:25	74-87-3	
Dibromochloromethane	0.00095 U	mg/kg	0.0055	0.00095	1	04/13/23 08:41	04/13/23 14:25	124-48-1	
Dibromomethane	0.00078 U	mg/kg	0.0055	0.00078	1	04/13/23 08:41	04/13/23 14:25	74-95-3	
Dichlorodifluoromethane	0.0027 U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	75-71-8	
Ethylbenzene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	100-41-4	
Isopropylbenzene (Cumene)	0.0014 U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 14:25	98-82-8	
Methyl-tert-butyl ether	0.0016 U	mg/kg	0.0055	0.0016	1	04/13/23 08:41	04/13/23 14:25	1634-04-4	
Methylene Chloride	0.0048 U	mg/kg	0.0055	0.0048	1	04/13/23 08:41	04/13/23 14:25	75-09-2	J(v2)
Styrene	0.0027 U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	100-42-5	
Tetrachloroethene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	127-18-4	
Toluene	0.00089 U	mg/kg	0.0055	0.00089	1	04/13/23 08:41	04/13/23 14:25	108-88-3	
Trichloroethene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	79-01-6	
Trichlorofluoromethane	0.0027 U	mg/kg	0.0055	0.0027	1	04/13/23 08:41	04/13/23 14:25	75-69-4	
Vinyl chloride	0.0010 U	mg/kg	0.0055	0.0010	1	04/13/23 08:41	04/13/23 14:25	75-01-4	
Xylene (Total)	0.0056 U	mg/kg	0.016	0.0056	1	04/13/23 08:41	04/13/23 14:25	1330-20-7	
cis-1,2-Dichloroethene	0.0012 U	mg/kg	0.0055	0.0012	1	04/13/23 08:41	04/13/23 14:25	156-59-2	
m&p-Xylene	0.0056 U	mg/kg	0.011	0.0056	1	04/13/23 08:41	04/13/23 14:25	179601-23-1	
n-Propylbenzene	0.0013 U	mg/kg	0.0055	0.0013	1	04/13/23 08:41	04/13/23 14:25	103-65-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-4 **Lab ID: 35792069004** Collected: 04/12/23 10:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
o-Xylene	0.0011	U	mg/kg	0.0055	0.0011	1	04/13/23 08:41	04/13/23 14:25	95-47-6
trans-1,2-Dichloroethene	0.0014	U	mg/kg	0.0055	0.0014	1	04/13/23 08:41	04/13/23 14:25	156-60-5
Surrogates									
4-Bromofluorobenzene (S)	92	%	68-125			1	04/13/23 08:41	04/13/23 14:25	460-00-4
Toluene-d8 (S)	100	%	70-130			1	04/13/23 08:41	04/13/23 14:25	2037-26-5
1,2-Dichlorobenzene-d4 (S)	97	%	70-130			1	04/13/23 08:41	04/13/23 14:25	2199-69-1
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	9.4	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: SB-5 **Lab ID: 35792069005** Collected: 04/12/23 11:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.4	U	mg/kg	6.3	5.4	1	04/16/23 19:37	04/17/23 15:10	
Surrogates									
o-Terphenyl (S)	90	%	66-136		1	04/16/23 19:37	04/17/23 15:10	84-15-1	
N-Pentatriacontane (S)	95	%	42-159		1	04/16/23 19:37	04/17/23 15:10	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.017	U	mg/kg	0.038	0.017	1	04/13/23 10:21	04/17/23 14:43	83-32-9
Acenaphthylene	0.0056	U	mg/kg	0.036	0.0056	1	04/13/23 10:21	04/17/23 14:43	208-96-8
Anthracene	0.0049	U	mg/kg	0.038	0.0049	1	04/13/23 10:21	04/17/23 14:43	120-12-7
Benzo(a)anthracene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 14:43	56-55-3
Benzo(a)pyrene	0.0089	U	mg/kg	0.036	0.0089	1	04/13/23 10:21	04/17/23 14:43	50-32-8
Benzo(b)fluoranthene	0.0095	U	mg/kg	0.036	0.0095	1	04/13/23 10:21	04/17/23 14:43	205-99-2
Benzo(g,h,i)perylene	0.0090	U	mg/kg	0.036	0.0090	1	04/13/23 10:21	04/17/23 14:43	191-24-2
Benzo(k)fluoranthene	0.0095	U	mg/kg	0.036	0.0095	1	04/13/23 10:21	04/17/23 14:43	207-08-9
Chrysene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 14:43	218-01-9
Dibenz(a,h)anthracene	0.0082	U	mg/kg	0.036	0.0082	1	04/13/23 10:21	04/17/23 14:43	53-70-3
Fluoranthene	0.012	U	mg/kg	0.036	0.012	1	04/13/23 10:21	04/17/23 14:43	206-44-0
Fluorene	0.013	U	mg/kg	0.039	0.013	1	04/13/23 10:21	04/17/23 14:43	86-73-7
Indeno(1,2,3-cd)pyrene	0.0081	U	mg/kg	0.036	0.0081	1	04/13/23 10:21	04/17/23 14:43	193-39-5
1-Methylnaphthalene	0.0059	U	mg/kg	0.042	0.0059	1	04/13/23 10:21	04/17/23 14:43	90-12-0
2-Methylnaphthalene	0.0056	U	mg/kg	0.041	0.0056	1	04/13/23 10:21	04/17/23 14:43	91-57-6
Naphthalene	0.013	U	mg/kg	0.037	0.013	1	04/13/23 10:21	04/17/23 14:43	91-20-3
Phenanthrene	0.0051	U	mg/kg	0.036	0.0051	1	04/13/23 10:21	04/17/23 14:43	85-01-8
Pyrene	0.0048	U	mg/kg	0.036	0.0048	1	04/13/23 10:21	04/17/23 14:43	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	53	%	24-98		1	04/13/23 10:21	04/17/23 14:43	4165-60-0	
2-Fluorobiphenyl (S)	59	%	29-101		1	04/13/23 10:21	04/17/23 14:43	321-60-8	
p-Terphenyl-d14 (S)	80	%	29-112		1	04/13/23 10:21	04/17/23 14:43	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0013	U	mg/kg	0.0049	0.0013	1	04/13/23 08:41	04/13/23 14:49	71-55-6
1,1,2,2-Tetrachloroethane	0.00059	U	mg/kg	0.0049	0.00059	1	04/13/23 08:41	04/13/23 14:49	79-34-5
1,1,2-Trichloroethane	0.00057	U	mg/kg	0.0049	0.00057	1	04/13/23 08:41	04/13/23 14:49	79-00-5
1,1-Dichloroethane	0.00095	U	mg/kg	0.0049	0.00095	1	04/13/23 08:41	04/13/23 14:49	75-34-3
1,1-Dichloroethene	0.0024	U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	75-35-4
1,1-Dichloropropene	0.0025	U	mg/kg	0.0049	0.0025	1	04/13/23 08:41	04/13/23 14:49	563-58-6
1,2,4-Trimethylbenzene	0.0011	U	mg/kg	0.0049	0.0011	1	04/13/23 08:41	04/13/23 14:49	95-63-6
1,2-Dichlorobenzene	0.00074	U	mg/kg	0.0049	0.00074	1	04/13/23 08:41	04/13/23 14:49	95-50-1
1,2-Dichloroethane	0.00075	U	mg/kg	0.0049	0.00075	1	04/13/23 08:41	04/13/23 14:49	107-06-2

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-5 **Lab ID: 35792069005** Collected: 04/12/23 11:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.00090 U	mg/kg	0.0049	0.00090	1	04/13/23 08:41	04/13/23 14:49	78-87-5	
1,3,5-Trimethylbenzene	0.0013 U	mg/kg	0.0049	0.0013	1	04/13/23 08:41	04/13/23 14:49	108-67-8	
1,3-Dichlorobenzene	0.00089 U	mg/kg	0.0049	0.00089	1	04/13/23 08:41	04/13/23 14:49	541-73-1	
1,3-Dichloropropane	0.00083 U	mg/kg	0.0049	0.00083	1	04/13/23 08:41	04/13/23 14:49	142-28-9	
1,4-Dichlorobenzene	0.00065 U	mg/kg	0.0049	0.00065	1	04/13/23 08:41	04/13/23 14:49	106-46-7	
2-Butanone (MEK)	0.0049 U	mg/kg	0.049	0.0049	1	04/13/23 08:41	04/13/23 14:49	78-93-3	
2-Hexanone	0.0049 U	mg/kg	0.024	0.0049	1	04/13/23 08:41	04/13/23 14:49	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0049 U	mg/kg	0.024	0.0049	1	04/13/23 08:41	04/13/23 14:49	108-10-1	
Acetone	0.0096 I	mg/kg	0.049	0.0087	1	04/13/23 08:41	04/13/23 14:49	67-64-1	
Benzene	0.00097 U	mg/kg	0.0049	0.00097	1	04/13/23 08:41	04/13/23 14:49	71-43-2	
Bromobenzene	0.00087 U	mg/kg	0.0049	0.00087	1	04/13/23 08:41	04/13/23 14:49	108-86-1	
Bromochloromethane	0.00072 U	mg/kg	0.0049	0.00072	1	04/13/23 08:41	04/13/23 14:49	74-97-5	
Bromodichloromethane	0.0011 U	mg/kg	0.0049	0.0011	1	04/13/23 08:41	04/13/23 14:49	75-27-4	
Bromoform	0.0011 U	mg/kg	0.0049	0.0011	1	04/13/23 08:41	04/13/23 14:49	75-25-2	
Bromomethane	0.0018 U	mg/kg	0.0049	0.0018	1	04/13/23 08:41	04/13/23 14:49	74-83-9	J(v2)
Carbon disulfide	0.0024 U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	75-15-0	
Carbon tetrachloride	0.0012 U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	56-23-5	
Chlorobenzene	0.00091 U	mg/kg	0.0049	0.00091	1	04/13/23 08:41	04/13/23 14:49	108-90-7	
Chloroethane	0.0020 U	mg/kg	0.0049	0.0020	1	04/13/23 08:41	04/13/23 14:49	75-00-3	J(v2)
Chloroform	0.00082 U	mg/kg	0.0049	0.00082	1	04/13/23 08:41	04/13/23 14:49	67-66-3	
Chloromethane	0.00087 U	mg/kg	0.0049	0.00087	1	04/13/23 08:41	04/13/23 14:49	74-87-3	
Dibromochloromethane	0.00085 U	mg/kg	0.0049	0.00085	1	04/13/23 08:41	04/13/23 14:49	124-48-1	
Dibromomethane	0.00069 U	mg/kg	0.0049	0.00069	1	04/13/23 08:41	04/13/23 14:49	74-95-3	
Dichlorodifluoromethane	0.0024 U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	75-71-8	
Ethylbenzene	0.0012 U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	100-41-4	
Isopropylbenzene (Cumene)	0.0013 U	mg/kg	0.0049	0.0013	1	04/13/23 08:41	04/13/23 14:49	98-82-8	
Methyl-tert-butyl ether	0.0015 U	mg/kg	0.0049	0.0015	1	04/13/23 08:41	04/13/23 14:49	1634-04-4	
Methylene Chloride	0.0043 U	mg/kg	0.0049	0.0043	1	04/13/23 08:41	04/13/23 14:49	75-09-2	J(v2)
Styrene	0.0024 U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	100-42-5	
Tetrachloroethene	0.0012 U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	127-18-4	
Toluene	0.00079 U	mg/kg	0.0049	0.00079	1	04/13/23 08:41	04/13/23 14:49	108-88-3	
Trichloroethene	0.0012 U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	79-01-6	
Trichlorofluoromethane	0.0024 U	mg/kg	0.0049	0.0024	1	04/13/23 08:41	04/13/23 14:49	75-69-4	
Vinyl chloride	0.00091 U	mg/kg	0.0049	0.00091	1	04/13/23 08:41	04/13/23 14:49	75-01-4	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-5 **Lab ID: 35792069005** Collected: 04/12/23 11:00 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
Xylene (Total)	0.0050	U	mg/kg	0.015	0.0050	1	04/13/23 08:41	04/13/23 14:49	1330-20-7
cis-1,2-Dichloroethene	0.0011	U	mg/kg	0.0049	0.0011	1	04/13/23 08:41	04/13/23 14:49	156-59-2
m&p-Xylene	0.0050	U	mg/kg	0.0097	0.0050	1	04/13/23 08:41	04/13/23 14:49	179601-23-1
n-Propylbenzene	0.0012	U	mg/kg	0.0049	0.0012	1	04/13/23 08:41	04/13/23 14:49	103-65-1
o-Xylene	0.00094	U	mg/kg	0.0049	0.00094	1	04/13/23 08:41	04/13/23 14:49	95-47-6
trans-1,2-Dichloroethene	0.0013	U	mg/kg	0.0049	0.0013	1	04/13/23 08:41	04/13/23 14:49	156-60-5
Surrogates									
4-Bromofluorobenzene (S)	92	%	68-125		1	04/13/23 08:41	04/13/23 14:49	460-00-4	
Toluene-d8 (S)	101	%	70-130		1	04/13/23 08:41	04/13/23 14:49	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	97	%	70-130		1	04/13/23 08:41	04/13/23 14:49	2199-69-1	
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	5.7	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: SB-6 **Lab ID: 35792069006** Collected: 04/12/23 10:25 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Soil Microwave									
Analytical Method: FL-PRO Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	5.8	U	mg/kg	6.8	5.8	1	04/16/23 19:37	04/17/23 15:23	
Surrogates									
o-Terphenyl (S)	91	%	66-136		1	04/16/23 19:37	04/17/23 15:23	84-15-1	
N-Pentatriacontane (S)	94	%	42-159		1	04/16/23 19:37	04/17/23 15:23	630-07-09	
8270 Solid PAH									
Analytical Method: EPA 8270 Preparation Method: EPA 3546									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.018	U	mg/kg	0.041	0.018	1	04/13/23 10:21	04/17/23 15:09	83-32-9
Acenaphthylene	0.0060	U	mg/kg	0.039	0.0060	1	04/13/23 10:21	04/17/23 15:09	208-96-8
Anthracene	0.0052	U	mg/kg	0.041	0.0052	1	04/13/23 10:21	04/17/23 15:09	120-12-7
Benzo(a)anthracene	0.0051	U	mg/kg	0.039	0.0051	1	04/13/23 10:21	04/17/23 15:09	56-55-3
Benzo(a)pyrene	0.0096	U	mg/kg	0.039	0.0096	1	04/13/23 10:21	04/17/23 15:09	50-32-8
Benzo(b)fluoranthene	0.010	U	mg/kg	0.039	0.010	1	04/13/23 10:21	04/17/23 15:09	205-99-2
Benzo(g,h,i)perylene	0.0097	U	mg/kg	0.039	0.0097	1	04/13/23 10:21	04/17/23 15:09	191-24-2
Benzo(k)fluoranthene	0.010	U	mg/kg	0.039	0.010	1	04/13/23 10:21	04/17/23 15:09	207-08-9
Chrysene	0.0051	U	mg/kg	0.039	0.0051	1	04/13/23 10:21	04/17/23 15:09	218-01-9
Dibenz(a,h)anthracene	0.0089	U	mg/kg	0.039	0.0089	1	04/13/23 10:21	04/17/23 15:09	53-70-3
Fluoranthene	0.013	U	mg/kg	0.039	0.013	1	04/13/23 10:21	04/17/23 15:09	206-44-0
Fluorene	0.014	U	mg/kg	0.042	0.014	1	04/13/23 10:21	04/17/23 15:09	86-73-7
Indeno(1,2,3-cd)pyrene	0.0088	U	mg/kg	0.039	0.0088	1	04/13/23 10:21	04/17/23 15:09	193-39-5
1-Methylnaphthalene	0.0064	U	mg/kg	0.046	0.0064	1	04/13/23 10:21	04/17/23 15:09	90-12-0
2-Methylnaphthalene	0.0060	U	mg/kg	0.045	0.0060	1	04/13/23 10:21	04/17/23 15:09	91-57-6
Naphthalene	0.014	U	mg/kg	0.040	0.014	1	04/13/23 10:21	04/17/23 15:09	91-20-3
Phenanthrene	0.0055	U	mg/kg	0.039	0.0055	1	04/13/23 10:21	04/17/23 15:09	85-01-8
Pyrene	0.0051	U	mg/kg	0.039	0.0051	1	04/13/23 10:21	04/17/23 15:09	129-00-0
Surrogates									
Nitrobenzene-d5 (S)	66	%	24-98		1	04/13/23 10:21	04/17/23 15:09	4165-60-0	
2-Fluorobiphenyl (S)	74	%	29-101		1	04/13/23 10:21	04/17/23 15:09	321-60-8	
p-Terphenyl-d14 (S)	95	%	29-112		1	04/13/23 10:21	04/17/23 15:09	1718-51-0	
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.0015	U	mg/kg	0.0058	0.0015	1	04/13/23 08:41	04/13/23 15:12	71-55-6
1,1,2,2-Tetrachloroethane	0.00071	U	mg/kg	0.0058	0.00071	1	04/13/23 08:41	04/13/23 15:12	79-34-5
1,1,2-Trichloroethane	0.00069	U	mg/kg	0.0058	0.00069	1	04/13/23 08:41	04/13/23 15:12	79-00-5
1,1-Dichloroethane	0.0011	U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	75-34-3
1,1-Dichloroethene	0.0029	U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	75-35-4
1,1-Dichloropropene	0.0030	U	mg/kg	0.0058	0.0030	1	04/13/23 08:41	04/13/23 15:12	563-58-6
1,2,4-Trimethylbenzene	0.0013	U	mg/kg	0.0058	0.0013	1	04/13/23 08:41	04/13/23 15:12	95-63-6
1,2-Dichlorobenzene	0.00089	U	mg/kg	0.0058	0.00089	1	04/13/23 08:41	04/13/23 15:12	95-50-1
1,2-Dichloroethane	0.00090	U	mg/kg	0.0058	0.00090	1	04/13/23 08:41	04/13/23 15:12	107-06-2

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: SB-6 **Lab ID: 35792069006** Collected: 04/12/23 10:25 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
1,2-Dichloropropane	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	78-87-5	
1,3,5-Trimethylbenzene	0.0015 U	mg/kg	0.0058	0.0015	1	04/13/23 08:41	04/13/23 15:12	108-67-8	
1,3-Dichlorobenzene	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	541-73-1	
1,3-Dichloropropane	0.00099 U	mg/kg	0.0058	0.00099	1	04/13/23 08:41	04/13/23 15:12	142-28-9	
1,4-Dichlorobenzene	0.00078 U	mg/kg	0.0058	0.00078	1	04/13/23 08:41	04/13/23 15:12	106-46-7	
2-Butanone (MEK)	0.0058 U	mg/kg	0.058	0.0058	1	04/13/23 08:41	04/13/23 15:12	78-93-3	
2-Hexanone	0.0058 U	mg/kg	0.029	0.0058	1	04/13/23 08:41	04/13/23 15:12	591-78-6	
4-Methyl-2-pentanone (MIBK)	0.0058 U	mg/kg	0.029	0.0058	1	04/13/23 08:41	04/13/23 15:12	108-10-1	
Acetone	0.013 I	mg/kg	0.058	0.010	1	04/13/23 08:41	04/13/23 15:12	67-64-1	
Benzene	0.0012 U	mg/kg	0.0058	0.0012	1	04/13/23 08:41	04/13/23 15:12	71-43-2	
Bromobenzene	0.0010 U	mg/kg	0.0058	0.0010	1	04/13/23 08:41	04/13/23 15:12	108-86-1	
Bromochloromethane	0.00086 U	mg/kg	0.0058	0.00086	1	04/13/23 08:41	04/13/23 15:12	74-97-5	
Bromodichloromethane	0.0013 U	mg/kg	0.0058	0.0013	1	04/13/23 08:41	04/13/23 15:12	75-27-4	
Bromoform	0.0013 U	mg/kg	0.0058	0.0013	1	04/13/23 08:41	04/13/23 15:12	75-25-2	
Bromomethane	0.0021 U	mg/kg	0.0058	0.0021	1	04/13/23 08:41	04/13/23 15:12	74-83-9	J(v2)
Carbon disulfide	0.0029 U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	75-15-0	
Carbon tetrachloride	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	56-23-5	
Chlorobenzene	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	108-90-7	
Chloroethane	0.0024 U	mg/kg	0.0058	0.0024	1	04/13/23 08:41	04/13/23 15:12	75-00-3	J(v2)
Chloroform	0.00098 U	mg/kg	0.0058	0.00098	1	04/13/23 08:41	04/13/23 15:12	67-66-3	
Chloromethane	0.0010 U	mg/kg	0.0058	0.0010	1	04/13/23 08:41	04/13/23 15:12	74-87-3	
Dibromochloromethane	0.0010 U	mg/kg	0.0058	0.0010	1	04/13/23 08:41	04/13/23 15:12	124-48-1	
Dibromomethane	0.00083 U	mg/kg	0.0058	0.00083	1	04/13/23 08:41	04/13/23 15:12	74-95-3	
Dichlorodifluoromethane	0.0029 U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	75-71-8	
Ethylbenzene	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	100-41-4	
Isopropylbenzene (Cumene)	0.0015 U	mg/kg	0.0058	0.0015	1	04/13/23 08:41	04/13/23 15:12	98-82-8	
Methyl-tert-butyl ether	0.0017 U	mg/kg	0.0058	0.0017	1	04/13/23 08:41	04/13/23 15:12	1634-04-4	
Methylene Chloride	0.0051 U	mg/kg	0.0058	0.0051	1	04/13/23 08:41	04/13/23 15:12	75-09-2	J(v2)
Styrene	0.0029 U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	100-42-5	
Tetrachloroethene	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	127-18-4	
Toluene	0.00094 U	mg/kg	0.0058	0.00094	1	04/13/23 08:41	04/13/23 15:12	108-88-3	
Trichloroethene	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	79-01-6	
Trichlorofluoromethane	0.0029 U	mg/kg	0.0058	0.0029	1	04/13/23 08:41	04/13/23 15:12	75-69-4	
Vinyl chloride	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	75-01-4	
Xylene (Total)	0.0060 U	mg/kg	0.017	0.0060	1	04/13/23 08:41	04/13/23 15:12	1330-20-7	
cis-1,2-Dichloroethene	0.0013 U	mg/kg	0.0058	0.0013	1	04/13/23 08:41	04/13/23 15:12	156-59-2	
m&p-Xylene	0.0060 U	mg/kg	0.012	0.0060	1	04/13/23 08:41	04/13/23 15:12	179601-23-1	
n-Propylbenzene	0.0014 U	mg/kg	0.0058	0.0014	1	04/13/23 08:41	04/13/23 15:12	103-65-1	
o-Xylene	0.0011 U	mg/kg	0.0058	0.0011	1	04/13/23 08:41	04/13/23 15:12	95-47-6	
trans-1,2-Dichloroethene	0.0015 U	mg/kg	0.0058	0.0015	1	04/13/23 08:41	04/13/23 15:12	156-60-5	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: SB-6 **Lab ID: 35792069006** Collected: 04/12/23 10:25 Received: 04/12/23 11:48 Matrix: Solid

Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035									
Analytical Method: EPA 8260 Preparation Method: EPA 5035									
Pace Analytical Services - Ormond Beach									
Surrogates									
4-Bromofluorobenzene (S)	92	%	68-125		1	04/13/23 08:41	04/13/23 15:12	460-00-4	
Toluene-d8 (S)	101	%	70-130		1	04/13/23 08:41	04/13/23 15:12	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	97	%	70-130		1	04/13/23 08:41	04/13/23 15:12	2199-69-1	
Percent Moisture									
Analytical Method: ASTM D2974-87									
Pace Analytical Services - Ormond Beach									
Percent Moisture	12.4	%	0.10	0.10	1		04/13/23 09:00		

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-1 **Lab ID: 35792069007** Collected: 04/12/23 08:45 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
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FL-PRO Water, Low Volume

Analytical Method: FL-PRO Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Petroleum Range Organics	0.75	U	mg/L	0.93	0.75	1	04/13/23 12:42	04/13/23 16:41	
Surrogates									
o-Terphenyl (S)	90	%	66-139			1	04/13/23 12:42	04/13/23 16:41	84-15-1
N-Pentatriacontane (S)	71	%	42-159			1	04/13/23 12:42	04/13/23 16:41	630-07-09

8270 MSSV PAHLV by SIM

Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Acenaphthene	0.017	U	ug/L	0.45	0.017	1	04/14/23 14:08	04/17/23 09:07	83-32-9
Acenaphthylene	0.028	U	ug/L	0.45	0.028	1	04/14/23 14:08	04/17/23 09:07	208-96-8
Anthracene	0.018	U	ug/L	0.45	0.018	1	04/14/23 14:08	04/17/23 09:07	120-12-7
Benzo(a)anthracene	0.018	U	ug/L	0.091	0.018	1	04/14/23 14:08	04/17/23 09:07	56-55-3
Benzo(a)pyrene	0.019	U	ug/L	0.18	0.019	1	04/14/23 14:08	04/17/23 09:07	50-32-8
Benzo(b)fluoranthene	0.025	U	ug/L	0.091	0.025	1	04/14/23 14:08	04/17/23 09:07	205-99-2
Benzo(g,h,i)perylene	0.021	U	ug/L	0.45	0.021	1	04/14/23 14:08	04/17/23 09:07	191-24-2
Benzo(k)fluoranthene	0.022	U	ug/L	0.45	0.022	1	04/14/23 14:08	04/17/23 09:07	207-08-9
Chrysene	0.024	U	ug/L	0.45	0.024	1	04/14/23 14:08	04/17/23 09:07	218-01-9
Dibenz(a,h)anthracene	0.023	U	ug/L	0.14	0.023	1	04/14/23 14:08	04/17/23 09:07	53-70-3
Fluoranthene	0.016	U	ug/L	0.45	0.016	1	04/14/23 14:08	04/17/23 09:07	206-44-0
Fluorene	0.015	U	ug/L	0.45	0.015	1	04/14/23 14:08	04/17/23 09:07	86-73-7
Indeno(1,2,3-cd)pyrene	0.022	U	ug/L	0.14	0.022	1	04/14/23 14:08	04/17/23 09:07	193-39-5
1-Methylnaphthalene	0.035	U	ug/L	1.8	0.035	1	04/14/23 14:08	04/17/23 09:07	90-12-0
2-Methylnaphthalene	0.062	U	ug/L	1.8	0.062	1	04/14/23 14:08	04/17/23 09:07	91-57-6
Naphthalene	0.26	U	ug/L	1.8	0.26	1	04/14/23 14:08	04/17/23 09:07	91-20-3
Phenanthrene	0.017	U	ug/L	0.45	0.017	1	04/14/23 14:08	04/17/23 09:07	85-01-8
Pyrene	0.029	U	ug/L	0.45	0.029	1	04/14/23 14:08	04/17/23 09:07	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	71	%	32-100			1	04/14/23 14:08	04/17/23 09:07	321-60-8
p-Terphenyl-d14 (S)	91	%	48-112			1	04/14/23 14:08	04/17/23 09:07	1718-51-0

8260 MSV

Analytical Method: EPA 8260

Pace Analytical Services - Ormond Beach

1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1	04/20/23 01:16	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1	04/20/23 01:16	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1	04/20/23 01:16	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1	04/20/23 01:16	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 01:16	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1	04/20/23 01:16	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1	04/20/23 01:16	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1	04/20/23 01:16	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 01:16	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1	04/20/23 01:16	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1	04/20/23 01:16	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1	04/20/23 01:16	106-46-7

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-1 **Lab ID: 35792069007** Collected: 04/12/23 08:45 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7	U	ug/L	50.0	6.7	1	04/20/23 01:16	78-93-3	
2-Hexanone	3.2	U	ug/L	25.0	3.2	1	04/20/23 01:16	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5	U	ug/L	25.0	7.5	1	04/20/23 01:16	108-10-1	
Acetone	8.7	U	ug/L	25.0	8.7	1	04/20/23 01:16	67-64-1	
Benzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	71-43-2	
Bromobenzene	0.21	U	ug/L	1.0	0.21	1	04/20/23 01:16	108-86-1	
Bromochloromethane	0.37	U	ug/L	1.0	0.37	1	04/20/23 01:16	74-97-5	
Bromodichloromethane	0.19	U	ug/L	1.0	0.19	1	04/20/23 01:16	75-27-4	
Bromoform	0.48	U	ug/L	3.0	0.48	1	04/20/23 01:16	75-25-2	
Bromomethane	3.9	U	ug/L	10.0	3.9	1	04/20/23 01:16	74-83-9	J(v2)
Carbon disulfide	1.8	U	ug/L	10.0	1.8	1	04/20/23 01:16	75-15-0	J(v1)
Carbon tetrachloride	0.44	U	ug/L	3.0	0.44	1	04/20/23 01:16	56-23-5	
Chlorobenzene	0.35	U	ug/L	1.0	0.35	1	04/20/23 01:16	108-90-7	
Chloroethane	3.7	U	ug/L	10.0	3.7	1	04/20/23 01:16	75-00-3	
Chloroform	0.56	U	ug/L	1.0	0.56	1	04/20/23 01:16	67-66-3	
Chloromethane	0.43	U	ug/L	1.0	0.43	1	04/20/23 01:16	74-87-3	
Dibromochloromethane	0.45	U	ug/L	2.0	0.45	1	04/20/23 01:16	124-48-1	
Dibromomethane	0.68	U	ug/L	2.0	0.68	1	04/20/23 01:16	74-95-3	
Dichlorodifluoromethane	0.80	U	ug/L	1.0	0.80	1	04/20/23 01:16	75-71-8	
Ethylbenzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	100-41-4	
Isopropylbenzene (Cumene)	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:16	98-82-8	
Methyl-tert-butyl ether	1.2	U	ug/L	5.0	1.2	1	04/20/23 01:16	1634-04-4	
Methylene Chloride	1.7	U	ug/L	5.0	1.7	1	04/20/23 01:16	75-09-2	
Styrene	0.26	U	ug/L	1.0	0.26	1	04/20/23 01:16	100-42-5	
Tetrachloroethene	0.38	U	ug/L	1.0	0.38	1	04/20/23 01:16	127-18-4	
Toluene	0.33	U	ug/L	1.0	0.33	1	04/20/23 01:16	108-88-3	
Trichloroethene	0.36	U	ug/L	1.0	0.36	1	04/20/23 01:16	79-01-6	
Trichlorofluoromethane	0.72	U	ug/L	1.0	0.72	1	04/20/23 01:16	75-69-4	
Vinyl chloride	0.39	U	ug/L	1.0	0.39	1	04/20/23 01:16	75-01-4	
Xylene (Total)	2.1	U	ug/L	5.0	2.1	1	04/20/23 01:16	1330-20-7	
cis-1,2-Dichloroethene	0.27	U	ug/L	1.0	0.27	1	04/20/23 01:16	156-59-2	
m&p-Xylene	0.75	U	ug/L	4.0	0.75	1	04/20/23 01:16	179601-23-1	
n-Propylbenzene	0.37	U	ug/L	1.0	0.37	1	04/20/23 01:16	103-65-1	
o-Xylene	0.57	U	ug/L	1.0	0.57	1	04/20/23 01:16	95-47-6	
trans-1,2-Dichloroethene	0.23	U	ug/L	1.0	0.23	1	04/20/23 01:16	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	102	%		70-130		1	04/20/23 01:16	460-00-4	
Toluene-d8 (S)	98	%		70-130		1	04/20/23 01:16	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	103	%		70-130		1	04/20/23 01:16	2199-69-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-2 **Lab ID: 35792069008** Collected: 04/12/23 09:15 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
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FL-PRO Water, Low Volume

Analytical Method: FL-PRO Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Petroleum Range Organics	0.79	U	mg/L	0.99	0.79	1	04/17/23 02:00	04/17/23 18:05	
Surrogates									
o-Terphenyl (S)	16	%	66-139			1	04/17/23 02:00	04/17/23 18:05	84-15-1 J(S5)
N-Pentatriacontane (S)	20	%	42-159			1	04/17/23 02:00	04/17/23 18:05	630-07-09 J(S5)

8270 MSSV PAHLV by SIM

Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Acenaphthene	0.62	I	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 09:27	83-32-9
Acenaphthylene	0.31	U	ug/L	5.0	0.31	1	04/14/23 14:08	04/17/23 09:27	208-96-8
Anthracene	0.20	U	ug/L	5.0	0.20	1	04/14/23 14:08	04/17/23 09:27	120-12-7
Benzo(a)anthracene	0.20	U	ug/L	1.0	0.20	1	04/14/23 14:08	04/17/23 09:27	56-55-3
Benzo(a)pyrene	0.21	U	ug/L	2.0	0.21	1	04/14/23 14:08	04/17/23 09:27	50-32-8
Benzo(b)fluoranthene	0.27	U	ug/L	1.0	0.27	1	04/14/23 14:08	04/17/23 09:27	205-99-2
Benzo(g,h,i)perylene	0.23	U	ug/L	5.0	0.23	1	04/14/23 14:08	04/17/23 09:27	191-24-2
Benzo(k)fluoranthene	0.24	U	ug/L	5.0	0.24	1	04/14/23 14:08	04/17/23 09:27	207-08-9
Chrysene	0.26	U	ug/L	5.0	0.26	1	04/14/23 14:08	04/17/23 09:27	218-01-9
Dibenz(a,h)anthracene	0.25	U	ug/L	1.5	0.25	1	04/14/23 14:08	04/17/23 09:27	53-70-3
Fluoranthene	0.18	U	ug/L	5.0	0.18	1	04/14/23 14:08	04/17/23 09:27	206-44-0
Fluorene	0.69	I	ug/L	5.0	0.17	1	04/14/23 14:08	04/17/23 09:27	86-73-7
Indeno(1,2,3-cd)pyrene	0.24	U	ug/L	1.5	0.24	1	04/14/23 14:08	04/17/23 09:27	193-39-5
1-Methylnaphthalene	0.61	I	ug/L	20.0	0.39	1	04/14/23 14:08	04/17/23 09:27	90-12-0
2-Methylnaphthalene	1.7	I	ug/L	20.0	0.68	1	04/14/23 14:08	04/17/23 09:27	91-57-6
Naphthalene	4.1	I	ug/L	20.0	2.9	1	04/14/23 14:08	04/17/23 09:27	91-20-3
Phenanthrene	0.57	I	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 09:27	85-01-8
Pyrene	0.32	U	ug/L	5.0	0.32	1	04/14/23 14:08	04/17/23 09:27	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	66	%	32-100			1	04/14/23 14:08	04/17/23 09:27	321-60-8
p-Terphenyl-d14 (S)	86	%	48-112			1	04/14/23 14:08	04/17/23 09:27	1718-51-0

8260 MSV

Analytical Method: EPA 8260

Pace Analytical Services - Ormond Beach

1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1	04/20/23 01:39	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1	04/20/23 01:39	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1	04/20/23 01:39	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1	04/20/23 01:39	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 01:39	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1	04/20/23 01:39	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1	04/20/23 01:39	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1	04/20/23 01:39	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 01:39	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1	04/20/23 01:39	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1	04/20/23 01:39	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1	04/20/23 01:39	106-46-7

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

Sample: TW-2 **Lab ID: 35792069008** Collected: 04/12/23 09:15 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7	U	ug/L	50.0	6.7	1	04/20/23 01:39	78-93-3	
2-Hexanone	3.2	U	ug/L	25.0	3.2	1	04/20/23 01:39	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5	U	ug/L	25.0	7.5	1	04/20/23 01:39	108-10-1	
Acetone	8.7	U	ug/L	25.0	8.7	1	04/20/23 01:39	67-64-1	
Benzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	71-43-2	
Bromobenzene	0.21	U	ug/L	1.0	0.21	1	04/20/23 01:39	108-86-1	
Bromochloromethane	0.37	U	ug/L	1.0	0.37	1	04/20/23 01:39	74-97-5	
Bromodichloromethane	0.19	U	ug/L	1.0	0.19	1	04/20/23 01:39	75-27-4	
Bromoform	0.48	U	ug/L	3.0	0.48	1	04/20/23 01:39	75-25-2	
Bromomethane	3.9	U	ug/L	10.0	3.9	1	04/20/23 01:39	74-83-9	J(v2)
Carbon disulfide	1.8	U	ug/L	10.0	1.8	1	04/20/23 01:39	75-15-0	J(v1)
Carbon tetrachloride	0.44	U	ug/L	3.0	0.44	1	04/20/23 01:39	56-23-5	
Chlorobenzene	0.35	U	ug/L	1.0	0.35	1	04/20/23 01:39	108-90-7	
Chloroethane	3.7	U	ug/L	10.0	3.7	1	04/20/23 01:39	75-00-3	
Chloroform	0.56	U	ug/L	1.0	0.56	1	04/20/23 01:39	67-66-3	
Chloromethane	0.43	U	ug/L	1.0	0.43	1	04/20/23 01:39	74-87-3	
Dibromochloromethane	0.45	U	ug/L	2.0	0.45	1	04/20/23 01:39	124-48-1	
Dibromomethane	0.68	U	ug/L	2.0	0.68	1	04/20/23 01:39	74-95-3	
Dichlorodifluoromethane	0.80	U	ug/L	1.0	0.80	1	04/20/23 01:39	75-71-8	
Ethylbenzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	100-41-4	
Isopropylbenzene (Cumene)	0.30	U	ug/L	1.0	0.30	1	04/20/23 01:39	98-82-8	
Methyl-tert-butyl ether	1.2	U	ug/L	5.0	1.2	1	04/20/23 01:39	1634-04-4	
Methylene Chloride	1.7	U	ug/L	5.0	1.7	1	04/20/23 01:39	75-09-2	
Styrene	0.26	U	ug/L	1.0	0.26	1	04/20/23 01:39	100-42-5	
Tetrachloroethene	0.38	U	ug/L	1.0	0.38	1	04/20/23 01:39	127-18-4	
Toluene	0.33	U	ug/L	1.0	0.33	1	04/20/23 01:39	108-88-3	
Trichloroethene	0.36	U	ug/L	1.0	0.36	1	04/20/23 01:39	79-01-6	
Trichlorofluoromethane	0.72	U	ug/L	1.0	0.72	1	04/20/23 01:39	75-69-4	
Vinyl chloride	0.39	U	ug/L	1.0	0.39	1	04/20/23 01:39	75-01-4	
Xylene (Total)	2.1	U	ug/L	5.0	2.1	1	04/20/23 01:39	1330-20-7	
cis-1,2-Dichloroethene	0.27	U	ug/L	1.0	0.27	1	04/20/23 01:39	156-59-2	
m&p-Xylene	0.75	U	ug/L	4.0	0.75	1	04/20/23 01:39	179601-23-1	
n-Propylbenzene	0.37	U	ug/L	1.0	0.37	1	04/20/23 01:39	103-65-1	
o-Xylene	0.57	U	ug/L	1.0	0.57	1	04/20/23 01:39	95-47-6	
trans-1,2-Dichloroethene	0.23	U	ug/L	1.0	0.23	1	04/20/23 01:39	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	102	%		70-130		1	04/20/23 01:39	460-00-4	
Toluene-d8 (S)	100	%		70-130		1	04/20/23 01:39	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	100	%		70-130		1	04/20/23 01:39	2199-69-1	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-3		Lab ID: 35792069009		Collected: 04/12/23 09:45		Received: 04/12/23 11:48		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Water, Low Volume									
Analytical Method: FL-PRO Preparation Method: EPA 3510									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	0.75	U	mg/L	0.94	0.75	1	04/13/23 12:42	04/13/23 17:12	
Surrogates									
o-Terphenyl (S)	56	%	66-139			1	04/13/23 12:42	04/13/23 17:12	84-15-1 J(S0), P2
N-Pentatriacontane (S)	46	%	42-159			1	04/13/23 12:42	04/13/23 17:12	630-07-09
8270 MSSV PAHLV by SIM									
Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.19	U	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 09:47	83-32-9
Acenaphthylene	0.31	U	ug/L	5.0	0.31	1	04/14/23 14:08	04/17/23 09:47	208-96-8
Anthracene	0.20	U	ug/L	5.0	0.20	1	04/14/23 14:08	04/17/23 09:47	120-12-7
Benzo(a)anthracene	0.20	U	ug/L	1.0	0.20	1	04/14/23 14:08	04/17/23 09:47	56-55-3
Benzo(a)pyrene	0.21	U	ug/L	2.0	0.21	1	04/14/23 14:08	04/17/23 09:47	50-32-8
Benzo(b)fluoranthene	0.27	U	ug/L	1.0	0.27	1	04/14/23 14:08	04/17/23 09:47	205-99-2
Benzo(g,h,i)perylene	0.23	U	ug/L	5.0	0.23	1	04/14/23 14:08	04/17/23 09:47	191-24-2
Benzo(k)fluoranthene	0.24	U	ug/L	5.0	0.24	1	04/14/23 14:08	04/17/23 09:47	207-08-9
Chrysene	0.26	U	ug/L	5.0	0.26	1	04/14/23 14:08	04/17/23 09:47	218-01-9
Dibenz(a,h)anthracene	0.25	U	ug/L	1.5	0.25	1	04/14/23 14:08	04/17/23 09:47	53-70-3
Fluoranthene	0.18	U	ug/L	5.0	0.18	1	04/14/23 14:08	04/17/23 09:47	206-44-0
Fluorene	0.17	U	ug/L	5.0	0.17	1	04/14/23 14:08	04/17/23 09:47	86-73-7
Indeno(1,2,3-cd)pyrene	0.24	U	ug/L	1.5	0.24	1	04/14/23 14:08	04/17/23 09:47	193-39-5
1-Methylnaphthalene	0.39	U	ug/L	20.0	0.39	1	04/14/23 14:08	04/17/23 09:47	90-12-0
2-Methylnaphthalene	0.68	U	ug/L	20.0	0.68	1	04/14/23 14:08	04/17/23 09:47	91-57-6
Naphthalene	2.9	U	ug/L	20.0	2.9	1	04/14/23 14:08	04/17/23 09:47	91-20-3
Phenanthrene	0.19	U	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 09:47	85-01-8
Pyrene	0.32	U	ug/L	5.0	0.32	1	04/14/23 14:08	04/17/23 09:47	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	58	%	32-100			1	04/14/23 14:08	04/17/23 09:47	321-60-8
p-Terphenyl-d14 (S)	80	%	48-112			1	04/14/23 14:08	04/17/23 09:47	1718-51-0
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1		04/20/23 02:02	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1		04/20/23 02:02	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1		04/20/23 02:02	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1		04/20/23 02:02	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1		04/20/23 02:02	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1		04/20/23 02:02	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1		04/20/23 02:02	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1		04/20/23 02:02	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1		04/20/23 02:02	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1		04/20/23 02:02	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1		04/20/23 02:02	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1		04/20/23 02:02	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1		04/20/23 02:02	142-28-9

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-3 **Lab ID: 35792069009** Collected: 04/12/23 09:45 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
1,4-Dichlorobenzene	0.28 U	ug/L	1.0	0.28	1		04/20/23 02:02	106-46-7	
2-Butanone (MEK)	6.7 U	ug/L	50.0	6.7	1		04/20/23 02:02	78-93-3	
2-Hexanone	3.2 U	ug/L	25.0	3.2	1		04/20/23 02:02	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5 U	ug/L	25.0	7.5	1		04/20/23 02:02	108-10-1	
Acetone	8.7 U	ug/L	25.0	8.7	1		04/20/23 02:02	67-64-1	
Benzene	0.30 U	ug/L	1.0	0.30	1		04/20/23 02:02	71-43-2	
Bromobenzene	0.21 U	ug/L	1.0	0.21	1		04/20/23 02:02	108-86-1	
Bromochloromethane	0.37 U	ug/L	1.0	0.37	1		04/20/23 02:02	74-97-5	
Bromodichloromethane	0.19 U	ug/L	1.0	0.19	1		04/20/23 02:02	75-27-4	
Bromoform	0.48 U	ug/L	3.0	0.48	1		04/20/23 02:02	75-25-2	
Bromomethane	3.9 U	ug/L	10.0	3.9	1		04/20/23 02:02	74-83-9	J(v2)
Carbon disulfide	1.8 U	ug/L	10.0	1.8	1		04/20/23 02:02	75-15-0	J(v1)
Carbon tetrachloride	0.44 U	ug/L	3.0	0.44	1		04/20/23 02:02	56-23-5	
Chlorobenzene	0.35 U	ug/L	1.0	0.35	1		04/20/23 02:02	108-90-7	
Chloroethane	3.7 U	ug/L	10.0	3.7	1		04/20/23 02:02	75-00-3	
Chloroform	0.56 U	ug/L	1.0	0.56	1		04/20/23 02:02	67-66-3	
Chloromethane	0.43 U	ug/L	1.0	0.43	1		04/20/23 02:02	74-87-3	
Dibromochloromethane	0.45 U	ug/L	2.0	0.45	1		04/20/23 02:02	124-48-1	
Dibromomethane	0.68 U	ug/L	2.0	0.68	1		04/20/23 02:02	74-95-3	
Dichlorodifluoromethane	0.80 U	ug/L	1.0	0.80	1		04/20/23 02:02	75-71-8	
Ethylbenzene	0.30 U	ug/L	1.0	0.30	1		04/20/23 02:02	100-41-4	
Isopropylbenzene (Cumene)	0.30 U	ug/L	1.0	0.30	1		04/20/23 02:02	98-82-8	
Methyl-tert-butyl ether	1.2 U	ug/L	5.0	1.2	1		04/20/23 02:02	1634-04-4	
Methylene Chloride	1.7 U	ug/L	5.0	1.7	1		04/20/23 02:02	75-09-2	
Styrene	0.26 U	ug/L	1.0	0.26	1		04/20/23 02:02	100-42-5	
Tetrachloroethene	0.38 U	ug/L	1.0	0.38	1		04/20/23 02:02	127-18-4	
Toluene	0.33 U	ug/L	1.0	0.33	1		04/20/23 02:02	108-88-3	
Trichloroethene	0.36 U	ug/L	1.0	0.36	1		04/20/23 02:02	79-01-6	
Trichlorofluoromethane	0.72 U	ug/L	1.0	0.72	1		04/20/23 02:02	75-69-4	
Vinyl chloride	0.39 U	ug/L	1.0	0.39	1		04/20/23 02:02	75-01-4	
Xylene (Total)	2.1 U	ug/L	5.0	2.1	1		04/20/23 02:02	1330-20-7	
cis-1,2-Dichloroethene	0.27 U	ug/L	1.0	0.27	1		04/20/23 02:02	156-59-2	
m&p-Xylene	0.75 U	ug/L	4.0	0.75	1		04/20/23 02:02	179601-23-1	
n-Propylbenzene	0.37 U	ug/L	1.0	0.37	1		04/20/23 02:02	103-65-1	
o-Xylene	0.57 U	ug/L	1.0	0.57	1		04/20/23 02:02	95-47-6	
trans-1,2-Dichloroethene	0.23 U	ug/L	1.0	0.23	1		04/20/23 02:02	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	101	%	70-130		1		04/20/23 02:02	460-00-4	
Toluene-d8 (S)	99	%	70-130		1		04/20/23 02:02	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	101	%	70-130		1		04/20/23 02:02	2199-69-1	

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-4		Lab ID: 35792069010		Collected: 04/12/23 10:10		Received: 04/12/23 11:48		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Water, Low Volume									
Analytical Method: FL-PRO Preparation Method: EPA 3510									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	0.75	U	mg/L	0.94	0.75	1	04/13/23 12:42	04/13/23 17:28	
Surrogates									
o-Terphenyl (S)	68	%	66-139			1	04/13/23 12:42	04/13/23 17:28	84-15-1
N-Pentatriacontane (S)	53	%	42-159			1	04/13/23 12:42	04/13/23 17:28	630-07-09
8270 MSSV PAHLV by SIM									
Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.017	U	ug/L	0.46	0.017	1	04/14/23 14:08	04/17/23 10:08	83-32-9
Acenaphthylene	0.028	U	ug/L	0.46	0.028	1	04/14/23 14:08	04/17/23 10:08	208-96-8
Anthracene	0.018	U	ug/L	0.46	0.018	1	04/14/23 14:08	04/17/23 10:08	120-12-7
Benzo(a)anthracene	0.018	U	ug/L	0.092	0.018	1	04/14/23 14:08	04/17/23 10:08	56-55-3
Benzo(a)pyrene	0.019	U	ug/L	0.18	0.019	1	04/14/23 14:08	04/17/23 10:08	50-32-8
Benzo(b)fluoranthene	0.025	U	ug/L	0.092	0.025	1	04/14/23 14:08	04/17/23 10:08	205-99-2
Benzo(g,h,i)perylene	0.021	U	ug/L	0.46	0.021	1	04/14/23 14:08	04/17/23 10:08	191-24-2
Benzo(k)fluoranthene	0.022	U	ug/L	0.46	0.022	1	04/14/23 14:08	04/17/23 10:08	207-08-9
Chrysene	0.024	U	ug/L	0.46	0.024	1	04/14/23 14:08	04/17/23 10:08	218-01-9
Dibenz(a,h)anthracene	0.023	U	ug/L	0.14	0.023	1	04/14/23 14:08	04/17/23 10:08	53-70-3
Fluoranthene	0.016	U	ug/L	0.46	0.016	1	04/14/23 14:08	04/17/23 10:08	206-44-0
Fluorene	0.016	U	ug/L	0.46	0.016	1	04/14/23 14:08	04/17/23 10:08	86-73-7
Indeno(1,2,3-cd)pyrene	0.022	U	ug/L	0.14	0.022	1	04/14/23 14:08	04/17/23 10:08	193-39-5
1-Methylnaphthalene	0.035	U	ug/L	1.8	0.035	1	04/14/23 14:08	04/17/23 10:08	90-12-0
2-Methylnaphthalene	0.063	U	ug/L	1.8	0.063	1	04/14/23 14:08	04/17/23 10:08	91-57-6
Naphthalene	0.27	U	ug/L	1.8	0.27	1	04/14/23 14:08	04/17/23 10:08	91-20-3
Phenanthrene	0.017	U	ug/L	0.46	0.017	1	04/14/23 14:08	04/17/23 10:08	85-01-8
Pyrene	0.029	U	ug/L	0.46	0.029	1	04/14/23 14:08	04/17/23 10:08	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	63	%	32-100			1	04/14/23 14:08	04/17/23 10:08	321-60-8
p-Terphenyl-d14 (S)	84	%	48-112			1	04/14/23 14:08	04/17/23 10:08	1718-51-0
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1		04/20/23 02:24	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1		04/20/23 02:24	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1		04/20/23 02:24	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1		04/20/23 02:24	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1		04/20/23 02:24	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1		04/20/23 02:24	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1		04/20/23 02:24	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1		04/20/23 02:24	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1		04/20/23 02:24	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1		04/20/23 02:24	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1		04/20/23 02:24	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1		04/20/23 02:24	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1		04/20/23 02:24	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1		04/20/23 02:24	106-46-7

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-4 **Lab ID: 35792069010** Collected: 04/12/23 10:10 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7	U	ug/L	50.0	6.7	1	04/20/23 02:24	78-93-3	
2-Hexanone	3.2	U	ug/L	25.0	3.2	1	04/20/23 02:24	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5	U	ug/L	25.0	7.5	1	04/20/23 02:24	108-10-1	
Acetone	8.7	U	ug/L	25.0	8.7	1	04/20/23 02:24	67-64-1	
Benzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:24	71-43-2	
Bromobenzene	0.21	U	ug/L	1.0	0.21	1	04/20/23 02:24	108-86-1	
Bromochloromethane	0.37	U	ug/L	1.0	0.37	1	04/20/23 02:24	74-97-5	
Bromodichloromethane	0.19	U	ug/L	1.0	0.19	1	04/20/23 02:24	75-27-4	
Bromoform	0.48	U	ug/L	3.0	0.48	1	04/20/23 02:24	75-25-2	
Bromomethane	3.9	U	ug/L	10.0	3.9	1	04/20/23 02:24	74-83-9	J(v2)
Carbon disulfide	1.8	U	ug/L	10.0	1.8	1	04/20/23 02:24	75-15-0	J(v1)
Carbon tetrachloride	0.44	U	ug/L	3.0	0.44	1	04/20/23 02:24	56-23-5	
Chlorobenzene	0.35	U	ug/L	1.0	0.35	1	04/20/23 02:24	108-90-7	
Chloroethane	3.7	U	ug/L	10.0	3.7	1	04/20/23 02:24	75-00-3	
Chloroform	0.56	U	ug/L	1.0	0.56	1	04/20/23 02:24	67-66-3	
Chloromethane	0.43	U	ug/L	1.0	0.43	1	04/20/23 02:24	74-87-3	
Dibromochloromethane	0.45	U	ug/L	2.0	0.45	1	04/20/23 02:24	124-48-1	
Dibromomethane	0.68	U	ug/L	2.0	0.68	1	04/20/23 02:24	74-95-3	
Dichlorodifluoromethane	0.80	U	ug/L	1.0	0.80	1	04/20/23 02:24	75-71-8	
Ethylbenzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:24	100-41-4	
Isopropylbenzene (Cumene)	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:24	98-82-8	
Methyl-tert-butyl ether	1.2	U	ug/L	5.0	1.2	1	04/20/23 02:24	1634-04-4	
Methylene Chloride	1.7	U	ug/L	5.0	1.7	1	04/20/23 02:24	75-09-2	
Styrene	0.26	U	ug/L	1.0	0.26	1	04/20/23 02:24	100-42-5	
Tetrachloroethene	0.38	U	ug/L	1.0	0.38	1	04/20/23 02:24	127-18-4	
Toluene	0.33	U	ug/L	1.0	0.33	1	04/20/23 02:24	108-88-3	
Trichloroethene	0.36	U	ug/L	1.0	0.36	1	04/20/23 02:24	79-01-6	
Trichlorofluoromethane	0.72	U	ug/L	1.0	0.72	1	04/20/23 02:24	75-69-4	
Vinyl chloride	0.39	U	ug/L	1.0	0.39	1	04/20/23 02:24	75-01-4	
Xylene (Total)	2.1	U	ug/L	5.0	2.1	1	04/20/23 02:24	1330-20-7	
cis-1,2-Dichloroethene	0.27	U	ug/L	1.0	0.27	1	04/20/23 02:24	156-59-2	
m&p-Xylene	0.75	U	ug/L	4.0	0.75	1	04/20/23 02:24	179601-23-1	
n-Propylbenzene	0.37	U	ug/L	1.0	0.37	1	04/20/23 02:24	103-65-1	
o-Xylene	0.57	U	ug/L	1.0	0.57	1	04/20/23 02:24	95-47-6	
trans-1,2-Dichloroethene	0.23	U	ug/L	1.0	0.23	1	04/20/23 02:24	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	103	%		70-130		1	04/20/23 02:24	460-00-4	
Toluene-d8 (S)	98	%		70-130		1	04/20/23 02:24	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	101	%		70-130		1	04/20/23 02:24	2199-69-1	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-5		Lab ID: 35792069011		Collected: 04/12/23 10:45		Received: 04/12/23 11:48		Matrix: Water	
Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
FL-PRO Water, Low Volume									
Analytical Method: FL-PRO Preparation Method: EPA 3510									
Pace Analytical Services - Ormond Beach									
Petroleum Range Organics	0.76	U	mg/L	0.95	0.76	1	04/17/23 02:00	04/17/23 18:18	
Surrogates									
o-Terphenyl (S)	21	%	66-139			1	04/17/23 02:00	04/17/23 18:18	84-15-1 J(S5)
N-Pentatriacontane (S)	22	%	42-159			1	04/17/23 02:00	04/17/23 18:18	630-07-09 J(S5)
8270 MSSV PAHLV by SIM									
Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510									
Pace Analytical Services - Ormond Beach									
Acenaphthene	0.19	U	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 10:28	83-32-9
Acenaphthylene	0.31	U	ug/L	5.0	0.31	1	04/14/23 14:08	04/17/23 10:28	208-96-8
Anthracene	0.20	U	ug/L	5.0	0.20	1	04/14/23 14:08	04/17/23 10:28	120-12-7
Benzo(a)anthracene	0.20	U	ug/L	1.0	0.20	1	04/14/23 14:08	04/17/23 10:28	56-55-3
Benzo(a)pyrene	0.21	U	ug/L	2.0	0.21	1	04/14/23 14:08	04/17/23 10:28	50-32-8
Benzo(b)fluoranthene	0.27	U	ug/L	1.0	0.27	1	04/14/23 14:08	04/17/23 10:28	205-99-2
Benzo(g,h,i)perylene	0.23	U	ug/L	5.0	0.23	1	04/14/23 14:08	04/17/23 10:28	191-24-2
Benzo(k)fluoranthene	0.24	U	ug/L	5.0	0.24	1	04/14/23 14:08	04/17/23 10:28	207-08-9
Chrysene	0.26	U	ug/L	5.0	0.26	1	04/14/23 14:08	04/17/23 10:28	218-01-9
Dibenz(a,h)anthracene	0.25	U	ug/L	1.5	0.25	1	04/14/23 14:08	04/17/23 10:28	53-70-3
Fluoranthene	0.18	U	ug/L	5.0	0.18	1	04/14/23 14:08	04/17/23 10:28	206-44-0
Fluorene	0.17	U	ug/L	5.0	0.17	1	04/14/23 14:08	04/17/23 10:28	86-73-7
Indeno(1,2,3-cd)pyrene	0.24	U	ug/L	1.5	0.24	1	04/14/23 14:08	04/17/23 10:28	193-39-5
1-Methylnaphthalene	0.39	U	ug/L	20.0	0.39	1	04/14/23 14:08	04/17/23 10:28	90-12-0
2-Methylnaphthalene	0.68	U	ug/L	20.0	0.68	1	04/14/23 14:08	04/17/23 10:28	91-57-6
Naphthalene	2.9	U	ug/L	20.0	2.9	1	04/14/23 14:08	04/17/23 10:28	91-20-3
Phenanthrene	0.19	U	ug/L	5.0	0.19	1	04/14/23 14:08	04/17/23 10:28	85-01-8
Pyrene	0.32	U	ug/L	5.0	0.32	1	04/14/23 14:08	04/17/23 10:28	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	70	%	32-100			1	04/14/23 14:08	04/17/23 10:28	321-60-8
p-Terphenyl-d14 (S)	86	%	48-112			1	04/14/23 14:08	04/17/23 10:28	1718-51-0
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1		04/20/23 02:46	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1		04/20/23 02:46	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1		04/20/23 02:46	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1		04/20/23 02:46	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1		04/20/23 02:46	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1		04/20/23 02:46	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1		04/20/23 02:46	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1		04/20/23 02:46	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1		04/20/23 02:46	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1		04/20/23 02:46	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1		04/20/23 02:46	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1		04/20/23 02:46	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1		04/20/23 02:46	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1		04/20/23 02:46	106-46-7

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-5 **Lab ID: 35792069011** Collected: 04/12/23 10:45 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7	U	ug/L	50.0	6.7	1	04/20/23 02:46	78-93-3	
2-Hexanone	3.2	U	ug/L	25.0	3.2	1	04/20/23 02:46	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5	U	ug/L	25.0	7.5	1	04/20/23 02:46	108-10-1	
Acetone	8.7	U	ug/L	25.0	8.7	1	04/20/23 02:46	67-64-1	
Benzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:46	71-43-2	
Bromobenzene	0.21	U	ug/L	1.0	0.21	1	04/20/23 02:46	108-86-1	
Bromochloromethane	0.37	U	ug/L	1.0	0.37	1	04/20/23 02:46	74-97-5	
Bromodichloromethane	0.19	U	ug/L	1.0	0.19	1	04/20/23 02:46	75-27-4	
Bromoform	0.48	U	ug/L	3.0	0.48	1	04/20/23 02:46	75-25-2	
Bromomethane	3.9	U	ug/L	10.0	3.9	1	04/20/23 02:46	74-83-9	J(v2)
Carbon disulfide	1.8	U	ug/L	10.0	1.8	1	04/20/23 02:46	75-15-0	J(v1)
Carbon tetrachloride	0.44	U	ug/L	3.0	0.44	1	04/20/23 02:46	56-23-5	
Chlorobenzene	0.35	U	ug/L	1.0	0.35	1	04/20/23 02:46	108-90-7	
Chloroethane	3.7	U	ug/L	10.0	3.7	1	04/20/23 02:46	75-00-3	
Chloroform	0.56	U	ug/L	1.0	0.56	1	04/20/23 02:46	67-66-3	
Chloromethane	0.43	U	ug/L	1.0	0.43	1	04/20/23 02:46	74-87-3	
Dibromochloromethane	0.45	U	ug/L	2.0	0.45	1	04/20/23 02:46	124-48-1	
Dibromomethane	0.68	U	ug/L	2.0	0.68	1	04/20/23 02:46	74-95-3	
Dichlorodifluoromethane	0.80	U	ug/L	1.0	0.80	1	04/20/23 02:46	75-71-8	
Ethylbenzene	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:46	100-41-4	
Isopropylbenzene (Cumene)	0.30	U	ug/L	1.0	0.30	1	04/20/23 02:46	98-82-8	
Methyl-tert-butyl ether	1.2	U	ug/L	5.0	1.2	1	04/20/23 02:46	1634-04-4	
Methylene Chloride	1.7	U	ug/L	5.0	1.7	1	04/20/23 02:46	75-09-2	
Styrene	0.26	U	ug/L	1.0	0.26	1	04/20/23 02:46	100-42-5	
Tetrachloroethene	0.38	U	ug/L	1.0	0.38	1	04/20/23 02:46	127-18-4	
Toluene	0.33	U	ug/L	1.0	0.33	1	04/20/23 02:46	108-88-3	
Trichloroethene	0.36	U	ug/L	1.0	0.36	1	04/20/23 02:46	79-01-6	
Trichlorofluoromethane	0.72	U	ug/L	1.0	0.72	1	04/20/23 02:46	75-69-4	
Vinyl chloride	0.39	U	ug/L	1.0	0.39	1	04/20/23 02:46	75-01-4	
Xylene (Total)	2.1	U	ug/L	5.0	2.1	1	04/20/23 02:46	1330-20-7	
cis-1,2-Dichloroethene	0.27	U	ug/L	1.0	0.27	1	04/20/23 02:46	156-59-2	
m&p-Xylene	0.75	U	ug/L	4.0	0.75	1	04/20/23 02:46	179601-23-1	
n-Propylbenzene	0.37	U	ug/L	1.0	0.37	1	04/20/23 02:46	103-65-1	
o-Xylene	0.57	U	ug/L	1.0	0.57	1	04/20/23 02:46	95-47-6	
trans-1,2-Dichloroethene	0.23	U	ug/L	1.0	0.23	1	04/20/23 02:46	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	103	%		70-130		1	04/20/23 02:46	460-00-4	
Toluene-d8 (S)	99	%		70-130		1	04/20/23 02:46	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	101	%		70-130		1	04/20/23 02:46	2199-69-1	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-6 **Lab ID: 35792069012** Collected: 04/12/23 11:10 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
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FL-PRO Water, Low Volume

Analytical Method: FL-PRO Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Petroleum Range Organics	0.75	U	mg/L	0.94	0.75	1	04/13/23 12:42	04/13/23 17:59	
Surrogates									
o-Terphenyl (S)	74	%	66-139			1	04/13/23 12:42	04/13/23 17:59	84-15-1
N-Pentatriacontane (S)	59	%	42-159			1	04/13/23 12:42	04/13/23 17:59	630-07-09

8270 MSSV PAHLV by SIM

Analytical Method: EPA 8270 by SIM Preparation Method: EPA 3510

Pace Analytical Services - Ormond Beach

Acenaphthene	0.018	U	ug/L	0.47	0.018	1	04/14/23 14:08	04/17/23 10:48	83-32-9
Acenaphthylene	0.029	U	ug/L	0.47	0.029	1	04/14/23 14:08	04/17/23 10:48	208-96-8
Anthracene	0.019	U	ug/L	0.47	0.019	1	04/14/23 14:08	04/17/23 10:48	120-12-7
Benzo(a)anthracene	0.019	U	ug/L	0.093	0.019	1	04/14/23 14:08	04/17/23 10:48	56-55-3
Benzo(a)pyrene	0.020	U	ug/L	0.19	0.020	1	04/14/23 14:08	04/17/23 10:48	50-32-8
Benzo(b)fluoranthene	0.025	U	ug/L	0.093	0.025	1	04/14/23 14:08	04/17/23 10:48	205-99-2
Benzo(g,h,i)perylene	0.021	U	ug/L	0.47	0.021	1	04/14/23 14:08	04/17/23 10:48	191-24-2
Benzo(k)fluoranthene	0.022	U	ug/L	0.47	0.022	1	04/14/23 14:08	04/17/23 10:48	207-08-9
Chrysene	0.024	U	ug/L	0.47	0.024	1	04/14/23 14:08	04/17/23 10:48	218-01-9
Dibenz(a,h)anthracene	0.023	U	ug/L	0.14	0.023	1	04/14/23 14:08	04/17/23 10:48	53-70-3
Fluoranthene	0.017	U	ug/L	0.47	0.017	1	04/14/23 14:08	04/17/23 10:48	206-44-0
Fluorene	0.016	U	ug/L	0.47	0.016	1	04/14/23 14:08	04/17/23 10:48	86-73-7
Indeno(1,2,3-cd)pyrene	0.022	U	ug/L	0.14	0.022	1	04/14/23 14:08	04/17/23 10:48	193-39-5
1-Methylnaphthalene	0.036	U	ug/L	1.9	0.036	1	04/14/23 14:08	04/17/23 10:48	90-12-0
2-Methylnaphthalene	0.083	I	ug/L	1.9	0.064	1	04/14/23 14:08	04/17/23 10:48	91-57-6
Naphthalene	0.27	U	ug/L	1.9	0.27	1	04/14/23 14:08	04/17/23 10:48	91-20-3
Phenanthrene	0.018	U	ug/L	0.47	0.018	1	04/14/23 14:08	04/17/23 10:48	85-01-8
Pyrene	0.030	U	ug/L	0.47	0.030	1	04/14/23 14:08	04/17/23 10:48	129-00-0
Surrogates									
2-Fluorobiphenyl (S)	69	%	32-100			1	04/14/23 14:08	04/17/23 10:48	321-60-8
p-Terphenyl-d14 (S)	84	%	48-112			1	04/14/23 14:08	04/17/23 10:48	1718-51-0

8260 MSV

Analytical Method: EPA 8260

Pace Analytical Services - Ormond Beach

1,1,1-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 03:09	71-55-6
1,1,2,2-Tetrachloroethane	0.59	U	ug/L	1.0	0.59	1	04/20/23 03:09	79-34-5
1,1,2-Trichloroethane	0.30	U	ug/L	1.0	0.30	1	04/20/23 03:09	79-00-5
1,1-Dichloroethane	0.34	U	ug/L	1.0	0.34	1	04/20/23 03:09	75-34-3
1,1-Dichloroethene	0.59	U	ug/L	1.0	0.59	1	04/20/23 03:09	75-35-4
1,1-Dichloropropene	0.66	U	ug/L	1.0	0.66	1	04/20/23 03:09	563-58-6
1,2,4-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 03:09	95-63-6
1,2-Dichlorobenzene	0.60	U	ug/L	1.0	0.60	1	04/20/23 03:09	95-50-1
1,2-Dichloroethane	0.27	U	ug/L	1.0	0.27	1	04/20/23 03:09	107-06-2
1,2-Dichloropropane	0.23	U	ug/L	1.0	0.23	1	04/20/23 03:09	78-87-5
1,3,5-Trimethylbenzene	0.24	U	ug/L	1.0	0.24	1	04/20/23 03:09	108-67-8
1,3-Dichlorobenzene	0.33	U	ug/L	1.0	0.33	1	04/20/23 03:09	541-73-1
1,3-Dichloropropane	0.26	U	ug/L	1.0	0.26	1	04/20/23 03:09	142-28-9
1,4-Dichlorobenzene	0.28	U	ug/L	1.0	0.28	1	04/20/23 03:09	106-46-7

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ANALYTICAL RESULTS

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

Sample: TW-6 **Lab ID: 35792069012** Collected: 04/12/23 11:10 Received: 04/12/23 11:48 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Pace Analytical Services - Ormond Beach									
2-Butanone (MEK)	6.7 U	ug/L	50.0	6.7	1		04/20/23 03:09	78-93-3	
2-Hexanone	3.2 U	ug/L	25.0	3.2	1		04/20/23 03:09	591-78-6	
4-Methyl-2-pentanone (MIBK)	7.5 U	ug/L	25.0	7.5	1		04/20/23 03:09	108-10-1	
Acetone	8.7 U	ug/L	25.0	8.7	1		04/20/23 03:09	67-64-1	
Benzene	0.30 U	ug/L	1.0	0.30	1		04/20/23 03:09	71-43-2	
Bromobenzene	0.21 U	ug/L	1.0	0.21	1		04/20/23 03:09	108-86-1	
Bromochloromethane	0.37 U	ug/L	1.0	0.37	1		04/20/23 03:09	74-97-5	
Bromodichloromethane	0.19 U	ug/L	1.0	0.19	1		04/20/23 03:09	75-27-4	
Bromoform	0.48 U	ug/L	3.0	0.48	1		04/20/23 03:09	75-25-2	
Bromomethane	3.9 U	ug/L	10.0	3.9	1		04/20/23 03:09	74-83-9	J(v2)
Carbon disulfide	1.8 U	ug/L	10.0	1.8	1		04/20/23 03:09	75-15-0	J(v1)
Carbon tetrachloride	0.44 U	ug/L	3.0	0.44	1		04/20/23 03:09	56-23-5	
Chlorobenzene	0.35 U	ug/L	1.0	0.35	1		04/20/23 03:09	108-90-7	
Chloroethane	3.7 U	ug/L	10.0	3.7	1		04/20/23 03:09	75-00-3	
Chloroform	0.56 U	ug/L	1.0	0.56	1		04/20/23 03:09	67-66-3	
Chloromethane	0.43 U	ug/L	1.0	0.43	1		04/20/23 03:09	74-87-3	
Dibromochloromethane	0.45 U	ug/L	2.0	0.45	1		04/20/23 03:09	124-48-1	
Dibromomethane	0.68 U	ug/L	2.0	0.68	1		04/20/23 03:09	74-95-3	
Dichlorodifluoromethane	0.80 U	ug/L	1.0	0.80	1		04/20/23 03:09	75-71-8	
Ethylbenzene	0.30 U	ug/L	1.0	0.30	1		04/20/23 03:09	100-41-4	
Isopropylbenzene (Cumene)	0.30 U	ug/L	1.0	0.30	1		04/20/23 03:09	98-82-8	
Methyl-tert-butyl ether	1.2 U	ug/L	5.0	1.2	1		04/20/23 03:09	1634-04-4	
Methylene Chloride	1.7 U	ug/L	5.0	1.7	1		04/20/23 03:09	75-09-2	
Styrene	0.26 U	ug/L	1.0	0.26	1		04/20/23 03:09	100-42-5	
Tetrachloroethene	0.38 U	ug/L	1.0	0.38	1		04/20/23 03:09	127-18-4	
Toluene	0.33 U	ug/L	1.0	0.33	1		04/20/23 03:09	108-88-3	
Trichloroethene	0.36 U	ug/L	1.0	0.36	1		04/20/23 03:09	79-01-6	
Trichlorofluoromethane	0.72 U	ug/L	1.0	0.72	1		04/20/23 03:09	75-69-4	
Vinyl chloride	0.39 U	ug/L	1.0	0.39	1		04/20/23 03:09	75-01-4	
Xylene (Total)	2.1 U	ug/L	5.0	2.1	1		04/20/23 03:09	1330-20-7	
cis-1,2-Dichloroethene	0.27 U	ug/L	1.0	0.27	1		04/20/23 03:09	156-59-2	
m&p-Xylene	0.75 U	ug/L	4.0	0.75	1		04/20/23 03:09	179601-23-1	
n-Propylbenzene	0.37 U	ug/L	1.0	0.37	1		04/20/23 03:09	103-65-1	
o-Xylene	0.57 U	ug/L	1.0	0.57	1		04/20/23 03:09	95-47-6	
trans-1,2-Dichloroethene	0.23 U	ug/L	1.0	0.23	1		04/20/23 03:09	156-60-5	
Surrogates									
4-Bromofluorobenzene (S)	102	%	70-130		1		04/20/23 03:09	460-00-4	
Toluene-d8 (S)	97	%	70-130		1		04/20/23 03:09	2037-26-5	
1,2-Dichlorobenzene-d4 (S)	100	%	70-130		1		04/20/23 03:09	2199-69-1	

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	908888	Analysis Method:	EPA 8260
QC Batch Method:	EPA 5035	Analysis Description:	8260 MSV 5035
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

METHOD BLANK: 4996355 Matrix: Solid
Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
1,1,1-Trichloroethane	mg/kg	0.0013 U	0.0050	0.0013	04/13/23 10:31	
1,1,2,2-Tetrachloroethane	mg/kg	0.00061 U	0.0050	0.00061	04/13/23 10:31	
1,1,2-Trichloroethane	mg/kg	0.00059 U	0.0050	0.00059	04/13/23 10:31	
1,1-Dichloroethane	mg/kg	0.00099 U	0.0050	0.00099	04/13/23 10:31	
1,1-Dichloroethene	mg/kg	0.0025 U	0.0050	0.0025	04/13/23 10:31	
1,1-Dichloropropene	mg/kg	0.0026 U	0.0050	0.0026	04/13/23 10:31	
1,2,4-Trimethylbenzene	mg/kg	0.0011 U	0.0050	0.0011	04/13/23 10:31	
1,2-Dichlorobenzene	mg/kg	0.00076 U	0.0050	0.00076	04/13/23 10:31	
1,2-Dichloroethane	mg/kg	0.00077 U	0.0050	0.00077	04/13/23 10:31	
1,2-Dichloropropane	mg/kg	0.00093 U	0.0050	0.00093	04/13/23 10:31	
1,3,5-Trimethylbenzene	mg/kg	0.0013 U	0.0050	0.0013	04/13/23 10:31	
1,3-Dichlorobenzene	mg/kg	0.00092 U	0.0050	0.00092	04/13/23 10:31	
1,3-Dichloropropane	mg/kg	0.00086 U	0.0050	0.00086	04/13/23 10:31	
1,4-Dichlorobenzene	mg/kg	0.00067 U	0.0050	0.00067	04/13/23 10:31	
2-Butanone (MEK)	mg/kg	0.0050 U	0.050	0.0050	04/13/23 10:31	
2-Hexanone	mg/kg	0.0050 U	0.025	0.0050	04/13/23 10:31	
4-Methyl-2-pentanone (MIBK)	mg/kg	0.0050 U	0.025	0.0050	04/13/23 10:31	
Acetone	mg/kg	0.0090 U	0.050	0.0090	04/13/23 10:31	
Benzene	mg/kg	0.0010 U	0.0050	0.0010	04/13/23 10:31	
Bromobenzene	mg/kg	0.00090 U	0.0050	0.00090	04/13/23 10:31	
Bromochloromethane	mg/kg	0.00074 U	0.0050	0.00074	04/13/23 10:31	
Bromodichloromethane	mg/kg	0.0011 U	0.0050	0.0011	04/13/23 10:31	
Bromoform	mg/kg	0.0011 U	0.0050	0.0011	04/13/23 10:31	
Bromomethane	mg/kg	0.0018 U	0.0050	0.0018	04/13/23 10:31	J(v2)
Carbon disulfide	mg/kg	0.0025 U	0.0050	0.0025	04/13/23 10:31	
Carbon tetrachloride	mg/kg	0.0012 U	0.0050	0.0012	04/13/23 10:31	
Chlorobenzene	mg/kg	0.00094 U	0.0050	0.00094	04/13/23 10:31	
Chloroethane	mg/kg	0.0021 U	0.0050	0.0021	04/13/23 10:31	J(v2)
Chloroform	mg/kg	0.00085 U	0.0050	0.00085	04/13/23 10:31	
Chloromethane	mg/kg	0.00090 U	0.0050	0.00090	04/13/23 10:31	
cis-1,2-Dichloroethene	mg/kg	0.0011 U	0.0050	0.0011	04/13/23 10:31	
Dibromochloromethane	mg/kg	0.00088 U	0.0050	0.00088	04/13/23 10:31	
Dibromomethane	mg/kg	0.00071 U	0.0050	0.00071	04/13/23 10:31	
Dichlorodifluoromethane	mg/kg	0.0025 U	0.0050	0.0025	04/13/23 10:31	
Ethylbenzene	mg/kg	0.0012 U	0.0050	0.0012	04/13/23 10:31	
Isopropylbenzene (Cumene)	mg/kg	0.0013 U	0.0050	0.0013	04/13/23 10:31	
m&p-Xylene	mg/kg	0.0052 U	0.010	0.0052	04/13/23 10:31	
Methyl-tert-butyl ether	mg/kg	0.0015 U	0.0050	0.0015	04/13/23 10:31	
Methylene Chloride	mg/kg	0.0044 U	0.0050	0.0044	04/13/23 10:31	J(v2)
n-Propylbenzene	mg/kg	0.0012 U	0.0050	0.0012	04/13/23 10:31	

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

METHOD BLANK: 4996355

Matrix: Solid

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
o-Xylene	mg/kg	0.00097	U	0.0050	0.00097	04/13/23 10:31
Styrene	mg/kg	0.0025	U	0.0050	0.0025	04/13/23 10:31
Tetrachloroethene	mg/kg	0.0012	U	0.0050	0.0012	04/13/23 10:31
Toluene	mg/kg	0.00081	U	0.0050	0.00081	04/13/23 10:31
trans-1,2-Dichloroethene	mg/kg	0.0013	U	0.0050	0.0013	04/13/23 10:31
Trichloroethene	mg/kg	0.0012	U	0.0050	0.0012	04/13/23 10:31
Trichlorofluoromethane	mg/kg	0.0025	U	0.0050	0.0025	04/13/23 10:31
Vinyl chloride	mg/kg	0.00094	U	0.0050	0.00094	04/13/23 10:31
Xylene (Total)	mg/kg	0.0052	U	0.015	0.0052	04/13/23 10:31
1,2-Dichlorobenzene-d4 (S)	%	101	70-130			04/13/23 10:31
4-Bromofluorobenzene (S)	%	94	68-125			04/13/23 10:31
Toluene-d8 (S)	%	97	70-130			04/13/23 10:31

LABORATORY CONTROL SAMPLE: 4996356

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,1,1-Trichloroethane	mg/kg	0.02	0.019	92	70-130	
1,1,2,2-Tetrachloroethane	mg/kg	0.02	0.021	102	70-130	
1,1,2-Trichloroethane	mg/kg	0.02	0.020	99	70-130	
1,1-Dichloroethane	mg/kg	0.02	0.018	88	70-130	
1,1-Dichloroethene	mg/kg	0.02	0.019	93	62-131	
1,1-Dichloropropene	mg/kg	0.02	0.019	95	70-130	
1,2,4-Trimethylbenzene	mg/kg	0.02	0.021	105	70-130	
1,2-Dichlorobenzene	mg/kg	0.02	0.021	102	70-130	
1,2-Dichloroethane	mg/kg	0.02	0.018	89	70-130	
1,2-Dichloropropane	mg/kg	0.02	0.019	94	70-130	
1,3,5-Trimethylbenzene	mg/kg	0.02	0.021	102	70-130	
1,3-Dichlorobenzene	mg/kg	0.02	0.021	106	70-130	
1,3-Dichloropropane	mg/kg	0.02	0.021	104	70-130	
1,4-Dichlorobenzene	mg/kg	0.02	0.021	102	70-130	
2-Butanone (MEK)	mg/kg	0.1	0.087	86	64-121	
2-Hexanone	mg/kg	0.1	0.096	95	59-137	
4-Methyl-2-pentanone (MIBK)	mg/kg	0.1	0.096	95	70-130	
Acetone	mg/kg	0.1	0.098	97	68-146	
Benzene	mg/kg	0.02	0.018	90	70-130	
Bromobenzene	mg/kg	0.02	0.021	105	70-130	
Bromochloromethane	mg/kg	0.02	0.018	90	70-130	
Bromodichloromethane	mg/kg	0.02	0.020	98	70-130	
Bromoform	mg/kg	0.02	0.019	96	54-129	
Bromomethane	mg/kg	0.02	0.015	77	58-144	J(v3)
Carbon disulfide	mg/kg	0.02	0.018	88	57-133	
Carbon tetrachloride	mg/kg	0.02	0.018	91	63-137	
Chlorobenzene	mg/kg	0.02	0.019	96	70-130	
Chloroethane	mg/kg	0.02	0.014	72	40-165	J(v3)

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

LABORATORY CONTROL SAMPLE: 4996356

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Chloroform	mg/kg	0.02	0.017	83	70-130	
Chloromethane	mg/kg	0.02	0.020	99	64-127	
cis-1,2-Dichloroethene	mg/kg	0.02	0.018	89	70-130	
Dibromochloromethane	mg/kg	0.02	0.020	100	70-130	
Dibromomethane	mg/kg	0.02	0.019	93	70-130	
Dichlorodifluoromethane	mg/kg	0.02	0.018	90	51-143	
Ethylbenzene	mg/kg	0.02	0.019	96	70-130	
Isopropylbenzene (Cumene)	mg/kg	0.02	0.020	99	70-130	
m&p-Xylene	mg/kg	0.04	0.039	96	70-130	
Methyl-tert-butyl ether	mg/kg	0.02	0.017	85	65-124	
Methylene Chloride	mg/kg	0.02	0.015	73	51-142 J(v3)	
n-Propylbenzene	mg/kg	0.02	0.021	105	70-130	
o-Xylene	mg/kg	0.02	0.019	96	70-130	
Styrene	mg/kg	0.02	0.024	120	70-130	
Tetrachloroethene	mg/kg	0.02	0.019	96	70-130	
Toluene	mg/kg	0.02	0.019	94	70-130	
trans-1,2-Dichloroethene	mg/kg	0.02	0.018	88	70-130	
Trichloroethene	mg/kg	0.02	0.019	94	70-130	
Trichlorofluoromethane	mg/kg	0.02	0.018	87	60-148	
Vinyl chloride	mg/kg	0.02	0.020	98	69-124	
Xylene (Total)	mg/kg	0.061	0.058	96	70-130	
1,2-Dichlorobenzene-d4 (S)	%			99	70-130	
4-Bromofluorobenzene (S)	%			97	68-125	
Toluene-d8 (S)	%			103	70-130	

MATRIX SPIKE SAMPLE: 4996360

Parameter	Units	35792069002 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
1,1,1-Trichloroethane	mg/kg	0.0014 U	0.021	0.025	115	70-130	
1,1,2,2-Tetrachloroethane	mg/kg	0.00068 U	0.021	0.029	135	70-130 J(M1)	
1,1,2-Trichloroethane	mg/kg	0.00065 U	0.021	0.026	120	70-130	
1,1-Dichloroethane	mg/kg	0.0011 U	0.021	0.023	109	70-130	
1,1-Dichloroethene	mg/kg	0.0028 U	0.021	0.026	121	62-131	
1,1-Dichloropropene	mg/kg	0.0028 U	0.021	0.025	117	70-130	
1,2,4-Trimethylbenzene	mg/kg	0.0012 U	0.021	0.024	109	70-130	
1,2-Dichlorobenzene	mg/kg	0.00084 U	0.021	0.021	98	70-130	
1,2-Dichloroethane	mg/kg	0.00085 U	0.021	0.023	105	70-130	
1,2-Dichloropropane	mg/kg	0.0010 U	0.021	0.025	114	70-130	
1,3,5-Trimethylbenzene	mg/kg	0.0014 U	0.021	0.024	113	70-130	
1,3-Dichlorobenzene	mg/kg	0.0010 U	0.021	0.022	103	70-130	
1,3-Dichloropropane	mg/kg	0.00094 U	0.021	0.027	123	70-130	
1,4-Dichlorobenzene	mg/kg	0.00074 U	0.021	0.021	98	70-130	
2-Butanone (MEK)	mg/kg	0.0055 U	0.11	0.10	93	64-121	
2-Hexanone	mg/kg	0.0055 U	0.11	0.12	115	59-137	
4-Methyl-2-pentanone (MIBK)	mg/kg	0.0055 U	0.11	0.12	115	70-130	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

MATRIX SPIKE SAMPLE: 4996360		35792069002	Spike	MS	MS	% Rec	
Parameter	Units	Result	Conc.	Result	% Rec	Limits	Qualifiers
Acetone	mg/kg	0.0099 U	0.11	0.13	116	68-146	
Benzene	mg/kg	0.0011 U	0.021	0.022	101	70-130	
Bromobenzene	mg/kg	0.00099 U	0.021	0.026	120	70-130	
Bromochloromethane	mg/kg	0.00082 U	0.021	0.023	107	70-130	
Bromodichloromethane	mg/kg	0.0012 U	0.021	0.024	111	70-130	
Bromoform	mg/kg	0.0012 U	0.021	0.022	104	54-129	
Bromomethane	mg/kg	0.0020 U	0.021	0.021	99	58-144 J(v3)	
Carbon disulfide	mg/kg	0.0028 U	0.021	0.024	114	57-133	
Carbon tetrachloride	mg/kg	0.0013 U	0.021	0.024	114	63-137	
Chlorobenzene	mg/kg	0.0010 U	0.021	0.022	103	70-130	
Chloroethane	mg/kg	0.0023 U	0.021	0.021	100	40-165 J(v3)	
Chloroform	mg/kg	0.00093 U	0.021	0.021	100	70-130	
Chloromethane	mg/kg	0.00099 U	0.021	0.028	128	64-127 J(M1)	
cis-1,2-Dichloroethene	mg/kg	0.0012 U	0.021	0.023	108	70-130	
Dibromochloromethane	mg/kg	0.00097 U	0.021	0.025	115	70-130	
Dibromomethane	mg/kg	0.00079 U	0.021	0.024	110	70-130	
Dichlorodifluoromethane	mg/kg	0.0028 U	0.021	0.030	141	51-143	
Ethylbenzene	mg/kg	0.0013 U	0.021	0.022	104	70-130	
Isopropylbenzene (Cumene)	mg/kg	0.0014 U	0.021	0.022	102	70-130	
m&p-Xylene	mg/kg	0.0057 U	0.043	0.044	101	70-130	
Methyl-tert-butyl ether	mg/kg	0.0017 U	0.021	0.022	104	65-124	
Methylene Chloride	mg/kg	0.0049 U	0.021	0.021	96	51-142 J(v3)	
n-Propylbenzene	mg/kg	0.0013 U	0.021	0.026	119	70-130	
o-Xylene	mg/kg	0.0011 U	0.021	0.021	100	70-130	
Styrene	mg/kg	0.0028 U	0.021	0.025	118	70-130	
Tetrachloroethene	mg/kg	0.0013 U	0.021	0.024	111	70-130	
Toluene	mg/kg	0.00090 U	0.021	0.024	111	70-130	
trans-1,2-Dichloroethene	mg/kg	0.0014 U	0.021	0.024	109	70-130	
Trichloroethene	mg/kg	0.0013 U	0.021	0.024	113	70-130	
Trichlorofluoromethane	mg/kg	0.0028 U	0.021	0.030	137	60-148	
Vinyl chloride	mg/kg	0.0010 U	0.021	0.029	134	69-124 J(M1)	
Xylene (Total)	mg/kg	0.0057 U	0.064	0.065	101	70-130	
1,2-Dichlorobenzene-d4 (S)	%				95	70-130	
4-Bromofluorobenzene (S)	%				91	68-125	
Toluene-d8 (S)	%				100	70-130	

SAMPLE DUPLICATE: 4996359

Parameter	Units	35792069001	Dup	RPD	Max	Qualifiers
		Result	Result		RPD	
1,1,1-Trichloroethane	mg/kg	0.0014 U	0.0014 U		40	
1,1,2,2-Tetrachloroethane	mg/kg	0.00064 U	0.00063 U		40	
1,1,2-Trichloroethane	mg/kg	0.00062 U	0.00061 U		40	
1,1-Dichloroethane	mg/kg	0.0010 U	0.0010 U		40	
1,1-Dichloroethene	mg/kg	0.0026 U	0.0026 U		40	
1,1-Dichloropropene	mg/kg	0.0027 U	0.0027 U		40	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

SAMPLE DUPLICATE: 4996359

Parameter	Units	35792069001 Result	Dup Result	RPD	Max RPD	Qualifiers
1,2,4-Trimethylbenzene	mg/kg	0.0012 U	0.0011 U		40	
1,2-Dichlorobenzene	mg/kg	0.00080 U	0.00079 U		40	
1,2-Dichloroethane	mg/kg	0.00081 U	0.00080 U		40	
1,2-Dichloropropane	mg/kg	0.00097 U	0.00096 U		40	
1,3,5-Trimethylbenzene	mg/kg	0.0014 U	0.0014 U		40	
1,3-Dichlorobenzene	mg/kg	0.00096 U	0.00095 U		40	
1,3-Dichloropropane	mg/kg	0.00089 U	0.00088 U		40	
1,4-Dichlorobenzene	mg/kg	0.00070 U	0.00070 U		40	
2-Butanone (MEK)	mg/kg	0.0052 U	0.0052 U		40	
2-Hexanone	mg/kg	0.0052 U	0.0052 U		40	
4-Methyl-2-pentanone (MIBK)	mg/kg	0.0052 U	0.0052 U		40	
Acetone	mg/kg	0.0093 U	0.0093 U		40	
Benzene	mg/kg	0.0010 U	0.0010 U		40	
Bromobenzene	mg/kg	0.00093 U	0.00093 U		40	
Bromochloromethane	mg/kg	0.00078 U	0.00077 U		40	
Bromodichloromethane	mg/kg	0.0012 U	0.0011 U		40	
Bromoform	mg/kg	0.0012 U	0.0011 U		40	
Bromomethane	mg/kg	0.0019 U	0.0019 U		40	J(v2)
Carbon disulfide	mg/kg	0.0026 U	0.0026 U		40	
Carbon tetrachloride	mg/kg	0.0013 U	0.0012 U		40	
Chlorobenzene	mg/kg	0.00098 U	0.00097 U		40	
Chloroethane	mg/kg	0.0022 U	0.0022 U		40	J(v2)
Chloroform	mg/kg	0.00088 U	0.00087 U		40	
Chloromethane	mg/kg	0.00093 U	0.00093 U		40	
cis-1,2-Dichloroethene	mg/kg	0.0012 U	0.0011 U		40	
Dibromochloromethane	mg/kg	0.00091 U	0.00090 U		40	
Dibromomethane	mg/kg	0.00075 U	0.00074 U		40	
Dichlorodifluoromethane	mg/kg	0.0026 U	0.0026 U		40	
Ethylbenzene	mg/kg	0.0013 U	0.0012 U		40	
Isopropylbenzene (Cumene)	mg/kg	0.0014 U	0.0014 U		40	
m&p-Xylene	mg/kg	0.0054 U	0.0053 U		40	
Methyl-tert-butyl ether	mg/kg	0.0016 U	0.0016 U		40	
Methylene Chloride	mg/kg	0.0046 U	0.0046 U		40	J(v2)
n-Propylbenzene	mg/kg	0.0013 U	0.0012 U		40	
o-Xylene	mg/kg	0.0010 U	0.0010 U		40	
Styrene	mg/kg	0.0026 U	0.0026 U		40	
Tetrachloroethene	mg/kg	0.0013 U	0.0012 U		40	
Toluene	mg/kg	0.00085 U	0.00084 U		40	
trans-1,2-Dichloroethene	mg/kg	0.0014 U	0.0014 U		40	
Trichloroethene	mg/kg	0.0013 U	0.0012 U		40	
Trichlorofluoromethane	mg/kg	0.0026 U	0.0026 U		40	
Vinyl chloride	mg/kg	0.00098 U	0.00097 U		40	
Xylene (Total)	mg/kg	0.0054 U	0.0053 U		40	
1,2-Dichlorobenzene-d4 (S)	%	100	100		40	
4-Bromofluorobenzene (S)	%	93	94		40	
Toluene-d8 (S)	%	101	96		40	

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	910806	Analysis Method:	EPA 8260
QC Batch Method:	EPA 8260	Analysis Description:	8260 MSV
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

METHOD BLANK: 5006676 Matrix: Water
Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
1,1,1-Trichloroethane	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
1,1,2,2-Tetrachloroethane	ug/L	0.59 U	1.0	0.59	04/19/23 23:46	
1,1,2-Trichloroethane	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
1,1-Dichloroethane	ug/L	0.34 U	1.0	0.34	04/19/23 23:46	
1,1-Dichloroethene	ug/L	0.59 U	1.0	0.59	04/19/23 23:46	
1,1-Dichloropropene	ug/L	0.66 U	1.0	0.66	04/19/23 23:46	
1,2,4-Trimethylbenzene	ug/L	0.24 U	1.0	0.24	04/19/23 23:46	
1,2-Dichlorobenzene	ug/L	0.60 U	1.0	0.60	04/19/23 23:46	
1,2-Dichloroethane	ug/L	0.27 U	1.0	0.27	04/19/23 23:46	
1,2-Dichloropropane	ug/L	0.23 U	1.0	0.23	04/19/23 23:46	
1,3,5-Trimethylbenzene	ug/L	0.24 U	1.0	0.24	04/19/23 23:46	
1,3-Dichlorobenzene	ug/L	0.33 U	1.0	0.33	04/19/23 23:46	
1,3-Dichloropropane	ug/L	0.26 U	1.0	0.26	04/19/23 23:46	
1,4-Dichlorobenzene	ug/L	0.28 U	1.0	0.28	04/19/23 23:46	
2-Butanone (MEK)	ug/L	6.7 U	50.0	6.7	04/19/23 23:46	
2-Hexanone	ug/L	3.2 U	25.0	3.2	04/19/23 23:46	
4-Methyl-2-pentanone (MIBK)	ug/L	7.5 U	25.0	7.5	04/19/23 23:46	
Acetone	ug/L	8.7 U	25.0	8.7	04/19/23 23:46	
Benzene	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
Bromobenzene	ug/L	0.21 U	1.0	0.21	04/19/23 23:46	
Bromochloromethane	ug/L	0.37 U	1.0	0.37	04/19/23 23:46	
Bromodichloromethane	ug/L	0.19 U	1.0	0.19	04/19/23 23:46	
Bromoform	ug/L	0.48 U	3.0	0.48	04/19/23 23:46	
Bromomethane	ug/L	3.9 U	10.0	3.9	04/19/23 23:46	J(v2)
Carbon disulfide	ug/L	1.8 U	10.0	1.8	04/19/23 23:46	J(v1)
Carbon tetrachloride	ug/L	0.44 U	3.0	0.44	04/19/23 23:46	
Chlorobenzene	ug/L	0.35 U	1.0	0.35	04/19/23 23:46	
Chloroethane	ug/L	3.7 U	10.0	3.7	04/19/23 23:46	
Chloroform	ug/L	0.56 U	1.0	0.56	04/19/23 23:46	
Chloromethane	ug/L	0.43 U	1.0	0.43	04/19/23 23:46	
cis-1,2-Dichloroethene	ug/L	0.27 U	1.0	0.27	04/19/23 23:46	
Dibromochloromethane	ug/L	0.45 U	2.0	0.45	04/19/23 23:46	
Dibromomethane	ug/L	0.68 U	2.0	0.68	04/19/23 23:46	
Dichlorodifluoromethane	ug/L	0.80 U	1.0	0.80	04/19/23 23:46	
Ethylbenzene	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
Isopropylbenzene (Cumene)	ug/L	0.30 U	1.0	0.30	04/19/23 23:46	
m&p-Xylene	ug/L	0.75 U	4.0	0.75	04/19/23 23:46	
Methyl-tert-butyl ether	ug/L	1.2 U	5.0	1.2	04/19/23 23:46	
Methylene Chloride	ug/L	1.7 U	5.0	1.7	04/19/23 23:46	
n-Propylbenzene	ug/L	0.37 U	1.0	0.37	04/19/23 23:46	

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

METHOD BLANK: 5006676

Matrix: Water

Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
o-Xylene	ug/L	0.57 U	1.0	0.57	04/19/23 23:46	
Styrene	ug/L	0.26 U	1.0	0.26	04/19/23 23:46	
Tetrachloroethene	ug/L	0.38 U	1.0	0.38	04/19/23 23:46	
Toluene	ug/L	0.33 U	1.0	0.33	04/19/23 23:46	
trans-1,2-Dichloroethene	ug/L	0.23 U	1.0	0.23	04/19/23 23:46	
Trichloroethene	ug/L	0.36 U	1.0	0.36	04/19/23 23:46	
Trichlorofluoromethane	ug/L	0.72 U	1.0	0.72	04/19/23 23:46	
Vinyl chloride	ug/L	0.39 U	1.0	0.39	04/19/23 23:46	
Xylene (Total)	ug/L	2.1 U	5.0	2.1	04/19/23 23:46	
1,2-Dichlorobenzene-d4 (S)	%	100	70-130		04/19/23 23:46	
4-Bromofluorobenzene (S)	%	102	70-130		04/19/23 23:46	
Toluene-d8 (S)	%	98	70-130		04/19/23 23:46	

LABORATORY CONTROL SAMPLE: 5006677

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,1,1-Trichloroethane	ug/L	20	18.9	95	70-130	
1,1,2,2-Tetrachloroethane	ug/L	20	20.8	104	68-125	
1,1,2-Trichloroethane	ug/L	20	22.0	110	70-130	
1,1-Dichloroethane	ug/L	20	20.5	103	70-130	
1,1-Dichloroethene	ug/L	20	22.5	113	66-133	
1,1-Dichloropropene	ug/L	20	20.5	103	70-130	
1,2,4-Trimethylbenzene	ug/L	20	20.3	101	70-130	
1,2-Dichlorobenzene	ug/L	20	20.8	104	70-130	
1,2-Dichloroethane	ug/L	20	19.8	99	70-130	
1,2-Dichloropropane	ug/L	20	20.1	100	70-130	
1,3,5-Trimethylbenzene	ug/L	20	19.9	100	70-130	
1,3-Dichlorobenzene	ug/L	20	20.8	104	70-130	
1,3-Dichloropropane	ug/L	20	22.2	111	70-130	
1,4-Dichlorobenzene	ug/L	20	20.8	104	70-130	
2-Butanone (MEK)	ug/L	100	97.5	98	47-143	
2-Hexanone	ug/L	100	102	102	48-145	
4-Methyl-2-pentanone (MIBK)	ug/L	100	104	104	57-132	
Acetone	ug/L	100	95.5	95	46-148	
Benzene	ug/L	20	21.0	105	70-130	
Bromobenzene	ug/L	20	19.8	99	70-130	
Bromochloromethane	ug/L	20	19.4	97	70-130	
Bromodichloromethane	ug/L	20	20.2	101	70-130	
Bromoform	ug/L	20	17.2	86	49-126	
Bromomethane	ug/L	20	13.8	69	10-165 J(v3)	
Carbon disulfide	ug/L	20	25.7	128	60-141 J(v1)	
Carbon tetrachloride	ug/L	20	17.6	88	63-126	
Chlorobenzene	ug/L	20	21.8	109	70-130	
Chloroethane	ug/L	20	18.8	94	71-142	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

LABORATORY CONTROL SAMPLE: 5006677

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Chloroform	ug/L	20	19.8	99	70-130	
Chloromethane	ug/L	20	21.0	105	40-140	
cis-1,2-Dichloroethene	ug/L	20	20.2	101	70-130	
Dibromochloromethane	ug/L	20	21.0	105	62-118	
Dibromomethane	ug/L	20	19.8	99	70-130	
Dichlorodifluoromethane	ug/L	20	20.4	102	47-150	
Ethylbenzene	ug/L	20	21.2	106	70-130	
Isopropylbenzene (Cumene)	ug/L	20	18.8	94	70-130	
m&p-Xylene	ug/L	40	41.5	104	70-130	
Methyl-tert-butyl ether	ug/L	20	21.0	105	64-124	
Methylene Chloride	ug/L	20	21.6	108	65-136	
n-Propylbenzene	ug/L	20	20.9	104	70-130	
o-Xylene	ug/L	20	20.9	104	70-130	
Styrene	ug/L	20	21.6	108	70-130	
Tetrachloroethene	ug/L	20	18.8	94	64-134	
Toluene	ug/L	20	21.5	108	70-130	
trans-1,2-Dichloroethene	ug/L	20	22.7	113	68-127	
Trichloroethene	ug/L	20	20.8	104	70-130	
Trichlorofluoromethane	ug/L	20	21.2	106	65-135	
Vinyl chloride	ug/L	20	21.7	108	68-131	
Xylene (Total)	ug/L	60	62.3	104	70-130	
1,2-Dichlorobenzene-d4 (S)	%			99	70-130	
4-Bromofluorobenzene (S)	%			106	70-130	
Toluene-d8 (S)	%			98	70-130	

MATRIX SPIKE SAMPLE: 5006679

Parameter	Units	35793539002 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
1,1,1-Trichloroethane	ug/L	0.30 U	20	22.2	111	70-130	
1,1,2,2-Tetrachloroethane	ug/L	0.59 U	20	21.9	110	68-125	
1,1,2-Trichloroethane	ug/L	0.30 U	20	23.2	116	70-130	
1,1-Dichloroethane	ug/L	0.34 U	20	23.5	118	70-130	
1,1-Dichloroethene	ug/L	0.59 U	20	27.1	136	66-133 J(M1)	
1,1-Dichloropropene	ug/L	0.66 U	20	23.3	117	70-130	
1,2,4-Trimethylbenzene	ug/L	0.24 U	20	20.9	104	70-130	
1,2-Dichlorobenzene	ug/L	0.60 U	20	21.2	106	70-130	
1,2-Dichloroethane	ug/L	0.27 U	20	21.6	108	70-130	
1,2-Dichloropropane	ug/L	0.23 U	20	22.3	112	70-130	
1,3,5-Trimethylbenzene	ug/L	0.24 U	20	20.3	102	70-130	
1,3-Dichlorobenzene	ug/L	0.33 U	20	20.8	104	70-130	
1,3-Dichloropropane	ug/L	0.26 U	20	23.1	116	70-130	
1,4-Dichlorobenzene	ug/L	0.28 U	20	21.1	106	70-130	
2-Butanone (MEK)	ug/L	6.7 U	100	104	104	47-143	
2-Hexanone	ug/L	3.2 U	100	115	115	48-145	
4-Methyl-2-pentanone (MIBK)	ug/L	7.5 U	100	117	117	57-132	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

MATRIX SPIKE SAMPLE: 5006679		35793539002	Spike	MS	MS	% Rec	Qualifiers
Parameter	Units	Result	Conc.	Result	% Rec	Limits	
Acetone	ug/L	8.7 U	100	103	103	46-148	
Benzene	ug/L	0.30 U	20	24.0	120	70-130	
Bromobenzene	ug/L	0.21 U	20	20.9	105	70-130	
Bromochloromethane	ug/L	0.37 U	20	21.2	106	70-130	
Bromodichloromethane	ug/L	0.19 U	20	21.5	107	70-130	
Bromoform	ug/L	0.48 U	20	15.9	79	49-126	
Bromomethane	ug/L	3.9 U	20	10 I	50	10-165 J(v3)	
Carbon disulfide	ug/L	1.8 U	20	29.3	146	60-141 J(M1),J(v1)	
Carbon tetrachloride	ug/L	0.44 U	20	19.3	96	63-126	
Chlorobenzene	ug/L	0.35 U	20	23.4	117	70-130	
Chloroethane	ug/L	3.7 U	20	23.9	119	71-142	
Chloroform	ug/L	0.56 U	20	22.7	114	70-130	
Chloromethane	ug/L	0.43 U	20	23.5	118	40-140	
cis-1,2-Dichloroethene	ug/L	0.27 U	20	21.9	110	70-130	
Dibromochloromethane	ug/L	0.45 U	20	21.1	106	62-118	
Dibromomethane	ug/L	0.68 U	20	21.1	106	70-130	
Dichlorodifluoromethane	ug/L	0.80 U	20	22.7	113	47-150	
Ethylbenzene	ug/L	0.30 U	20	22.6	113	70-130	
Isopropylbenzene (Cumene)	ug/L	0.30 U	20	19.6	98	70-130	
m&p-Xylene	ug/L	0.75 U	40	43.6	109	70-130	
Methyl-tert-butyl ether	ug/L	1.2 U	20	23.4	117	64-124	
Methylene Chloride	ug/L	1.7 U	20	24.8	124	65-136	
n-Propylbenzene	ug/L	0.37 U	20	21.3	107	70-130	
o-Xylene	ug/L	0.57 U	20	22.2	111	70-130	
Styrene	ug/L	0.26 U	20	22.5	112	70-130	
Tetrachloroethene	ug/L	0.38 U	20	19.6	98	64-134	
Toluene	ug/L	0.33 U	20	24.0	120	70-130	
trans-1,2-Dichloroethene	ug/L	0.23 U	20	24.5	123	68-127	
Trichloroethene	ug/L	0.36 U	20	23.0	115	70-130	
Trichlorofluoromethane	ug/L	0.72 U	20	26.6	133	65-135	
Vinyl chloride	ug/L	0.39 U	20	24.6	123	68-131	
Xylene (Total)	ug/L	2.1 U	60	65.8	110	70-130	
1,2-Dichlorobenzene-d4 (S)	%				98	70-130	
4-Bromofluorobenzene (S)	%				104	70-130	
Toluene-d8 (S)	%				99	70-130	

SAMPLE DUPLICATE: 5006678

Parameter	Units	35793539001	Dup	RPD	Max	Qualifiers
		Result	Result		RPD	
1,1,1-Trichloroethane	ug/L	0.30 U	0.30 U		40	
1,1,2,2-Tetrachloroethane	ug/L	0.59 U	0.59 U		40	
1,1,2-Trichloroethane	ug/L	0.30 U	0.30 U		40	
1,1-Dichloroethane	ug/L	0.34 U	0.34 U		40	
1,1-Dichloroethene	ug/L	0.59 U	0.59 U		40	
1,1-Dichloropropene	ug/L	0.66 U	0.66 U		40	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

SAMPLE DUPLICATE: 5006678

Parameter	Units	35793539001 Result	Dup Result	RPD	Max RPD	Qualifiers
1,2,4-Trimethylbenzene	ug/L	0.24 U	0.24 U		40	
1,2-Dichlorobenzene	ug/L	0.60 U	0.60 U		40	
1,2-Dichloroethane	ug/L	0.27 U	0.27 U		40	
1,2-Dichloropropane	ug/L	0.23 U	0.23 U		40	
1,3,5-Trimethylbenzene	ug/L	0.24 U	0.24 U		40	
1,3-Dichlorobenzene	ug/L	0.33 U	0.33 U		40	
1,3-Dichloropropane	ug/L	0.26 U	0.26 U		40	
1,4-Dichlorobenzene	ug/L	0.28 U	0.28 U		40	
2-Butanone (MEK)	ug/L	6.7 U	6.7 U		40	
2-Hexanone	ug/L	3.2 U	3.2 U		40	
4-Methyl-2-pentanone (MIBK)	ug/L	7.5 U	7.5 U		40	
Acetone	ug/L	8.7 U	8.7 U		40	
Benzene	ug/L	0.30 U	0.30 U		40	
Bromobenzene	ug/L	0.21 U	0.21 U		40	
Bromochloromethane	ug/L	0.37 U	0.37 U		40	
Bromodichloromethane	ug/L	0.19 U	0.19 U		40	
Bromoform	ug/L	0.48 U	0.48 U		40	
Bromomethane	ug/L	3.9 U	3.9 U		40	J(v2)
Carbon disulfide	ug/L	1.8 U	1.8 U		40	J(v1)
Carbon tetrachloride	ug/L	0.44 U	0.44 U		40	
Chlorobenzene	ug/L	0.35 U	0.35 U		40	
Chloroethane	ug/L	3.7 U	3.7 U		40	
Chloroform	ug/L	0.56 U	0.56 U		40	
Chloromethane	ug/L	0.43 U	0.43 U		40	
cis-1,2-Dichloroethene	ug/L	0.27 U	0.27 U		40	
Dibromochloromethane	ug/L	0.45 U	0.45 U		40	
Dibromomethane	ug/L	0.68 U	0.68 U		40	
Dichlorodifluoromethane	ug/L	0.80 U	0.80 U		40	
Ethylbenzene	ug/L	0.30 U	0.30 U		40	
Isopropylbenzene (Cumene)	ug/L	0.30 U	0.30 U		40	
m&p-Xylene	ug/L	0.75 U	0.75 U		40	
Methyl-tert-butyl ether	ug/L	1.2 U	1.2 U		40	
Methylene Chloride	ug/L	1.7 U	1.7 U		40	
n-Propylbenzene	ug/L	0.37 U	0.37 U		40	
o-Xylene	ug/L	0.57 U	0.57 U		40	
Styrene	ug/L	0.26 U	0.26 U		40	
Tetrachloroethene	ug/L	0.38 U	0.38 U		40	
Toluene	ug/L	0.33 U	0.33 U		40	
trans-1,2-Dichloroethene	ug/L	0.23 U	0.23 U		40	
Trichloroethene	ug/L	0.36 U	0.36 U		40	
Trichlorofluoromethane	ug/L	0.72 U	0.72 U		40	
Vinyl chloride	ug/L	0.39 U	0.39 U		40	
Xylene (Total)	ug/L	2.1 U	2.1 U		40	
1,2-Dichlorobenzene-d4 (S)	%	102	99		40	
4-Bromofluorobenzene (S)	%	105	103		40	
Toluene-d8 (S)	%	99	99		40	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	909160	Analysis Method:	EPA 8270 by SIM
QC Batch Method:	EPA 3510	Analysis Description:	8270 Water PAHLV by SIM MSSV
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

METHOD BLANK: 4998520 Matrix: Water
Associated Lab Samples: 35792069007, 35792069008, 35792069009, 35792069010, 35792069011, 35792069012

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
1-Methylnaphthalene	ug/L	0.039 U	2.0	0.039	04/17/23 07:05	
2-Methylnaphthalene	ug/L	0.068 U	2.0	0.068	04/17/23 07:05	
Acenaphthene	ug/L	0.019 U	0.50	0.019	04/17/23 07:05	
Acenaphthylene	ug/L	0.031 U	0.50	0.031	04/17/23 07:05	
Anthracene	ug/L	0.020 U	0.50	0.020	04/17/23 07:05	
Benzo(a)anthracene	ug/L	0.020 U	0.10	0.020	04/17/23 07:05	
Benzo(a)pyrene	ug/L	0.021 U	0.20	0.021	04/17/23 07:05	
Benzo(b)fluoranthene	ug/L	0.027 U	0.10	0.027	04/17/23 07:05	
Benzo(g,h,i)perylene	ug/L	0.023 U	0.50	0.023	04/17/23 07:05	
Benzo(k)fluoranthene	ug/L	0.024 U	0.50	0.024	04/17/23 07:05	
Chrysene	ug/L	0.026 U	0.50	0.026	04/17/23 07:05	
Dibenz(a,h)anthracene	ug/L	0.025 U	0.15	0.025	04/17/23 07:05	
Fluoranthene	ug/L	0.018 U	0.50	0.018	04/17/23 07:05	
Fluorene	ug/L	0.017 U	0.50	0.017	04/17/23 07:05	
Indeno(1,2,3-cd)pyrene	ug/L	0.024 U	0.15	0.024	04/17/23 07:05	
Naphthalene	ug/L	0.29 U	2.0	0.29	04/17/23 07:05	
Phenanthrene	ug/L	0.019 U	0.50	0.019	04/17/23 07:05	
Pyrene	ug/L	0.032 U	0.50	0.032	04/17/23 07:05	
2-Fluorobiphenyl (S)	%	68	32-100		04/17/23 07:05	
p-Terphenyl-d14 (S)	%	87	48-112		04/17/23 07:05	

LABORATORY CONTROL SAMPLE: 4998521

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1-Methylnaphthalene	ug/L	5	3.6	72	34-103	
2-Methylnaphthalene	ug/L	5	3.8	76	35-100	
Acenaphthene	ug/L	5	3.7	74	38-102	
Acenaphthylene	ug/L	5	3.2	64	35-97	
Anthracene	ug/L	5	3.7	74	46-107	
Benzo(a)anthracene	ug/L	5	4.3	87	55-113	
Benzo(a)pyrene	ug/L	5	4.0	79	51-112	
Benzo(b)fluoranthene	ug/L	5	4.5	90	58-116	
Benzo(g,h,i)perylene	ug/L	5	4.7	93	45-116	
Benzo(k)fluoranthene	ug/L	5	4.6	93	58-118	
Chrysene	ug/L	5	4.8	95	58-120	
Dibenz(a,h)anthracene	ug/L	5	4.4	89	46-114	
Fluoranthene	ug/L	5	4.3	87	54-118	
Fluorene	ug/L	5	3.8	76	40-105	
Indeno(1,2,3-cd)pyrene	ug/L	5	4.8	95	46-114	

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

LABORATORY CONTROL SAMPLE: 4998521

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Naphthalene	ug/L	5	3.6	71	34-97	
Phenanthrene	ug/L	5	4.1	83	47-110	
Pyrene	ug/L	5	4.4	87	54-117	
2-Fluorobiphenyl (S)	%			77	32-100	
p-Terphenyl-d14 (S)	%			94	48-112	

MATRIX SPIKE SAMPLE: 4998523

Parameter	Units	35791688011 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
1-Methylnaphthalene	ug/L	0.037 U	5	3.5	69	34-103	
2-Methylnaphthalene	ug/L	0.065 U	5	3.6	72	35-100	
Acenaphthene	ug/L	0.018 U	5	3.5	69	38-102	
Acenaphthylene	ug/L	0.030 U	5	3.0	60	35-97	
Anthracene	ug/L	0.019 U	5	3.2	63	46-107	
Benzo(a)anthracene	ug/L	0.019 U	5	4.2	84	55-113	
Benzo(a)pyrene	ug/L	0.020 U	5	3.9	78	51-112	
Benzo(b)fluoranthene	ug/L	0.026 U	5	4.4	88	58-116	
Benzo(g,h,i)perylene	ug/L	0.022 U	5	4.7	94	45-116	
Benzo(k)fluoranthene	ug/L	0.023 U	5	4.5	90	58-118	
Chrysene	ug/L	0.025 U	5	4.5	90	58-120	
Dibenz(a,h)anthracene	ug/L	0.024 U	5	4.7	93	46-114	
Fluoranthene	ug/L	0.017 U	5	3.9	78	54-118	
Fluorene	ug/L	0.016 U	5	3.4	68	40-105	
Indeno(1,2,3-cd)pyrene	ug/L	0.023 U	5	4.7	94	46-114	
Naphthalene	ug/L	0.28 U	5	3.5	69	34-97	
Phenanthrene	ug/L	0.018 U	5	3.6	71	47-110	
Pyrene	ug/L	0.031 U	5	4.0	79	54-117	
2-Fluorobiphenyl (S)	%				73	32-100	
p-Terphenyl-d14 (S)	%				88	48-112	

SAMPLE DUPLICATE: 4998524

Parameter	Units	35791688012 Result	Dup Result	RPD	Max RPD	Qualifiers
1-Methylnaphthalene	ug/L	0.040 U	0.040 U		40	
2-Methylnaphthalene	ug/L	0.070 U	0.070 U		40	
Acenaphthene	ug/L	0.020 U	0.019 U		40	
Acenaphthylene	ug/L	0.032 U	0.032 U		40	
Anthracene	ug/L	0.021 U	0.020 U		40	
Benzo(a)anthracene	ug/L	0.021 U	0.020 U		40	
Benzo(a)pyrene	ug/L	0.022 U	0.022 U		40	
Benzo(b)fluoranthene	ug/L	0.028 U	0.028 U		40	
Benzo(g,h,i)perylene	ug/L	0.024 U	0.024 U		40	
Benzo(k)fluoranthene	ug/L	0.025 U	0.025 U		40	
Chrysene	ug/L	0.027 U	0.027 U		40	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

SAMPLE DUPLICATE: 4998524

Parameter	Units	35791688012 Result	Dup Result	RPD	Max RPD	Qualifiers
Dibenz(a,h)anthracene	ug/L	0.026 U	0.026 U		40	
Fluoranthene	ug/L	0.019 U	0.018 U		40	
Fluorene	ug/L	0.018 U	0.017 U		40	
Indeno(1,2,3-cd)pyrene	ug/L	0.025 U	0.025 U		40	
Naphthalene	ug/L	0.30 U	0.30 U		40	
Phenanthrene	ug/L	0.020 U	0.019 U		40	
Pyrene	ug/L	0.033 U	0.033 U		40	
2-Fluorobiphenyl (S)	%	73	60			
p-Terphenyl-d14 (S)	%	88	82			

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	908806	Analysis Method:	EPA 8270
QC Batch Method:	EPA 3546	Analysis Description:	8270 Solid MSSV Microwave Short Spike
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

METHOD BLANK: 4996119 Matrix: Solid
Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
1-Methylnaphthalene	mg/kg	0.0056 U	0.040	0.0056	04/17/23 10:18	
2-Methylnaphthalene	mg/kg	0.0053 U	0.039	0.0053	04/17/23 10:18	
Acenaphthene	mg/kg	0.016 U	0.036	0.016	04/17/23 10:18	
Acenaphthylene	mg/kg	0.0053 U	0.034	0.0053	04/17/23 10:18	
Anthracene	mg/kg	0.0046 U	0.036	0.0046	04/17/23 10:18	
Benzo(a)anthracene	mg/kg	0.0045 U	0.034	0.0045	04/17/23 10:18	
Benzo(a)pyrene	mg/kg	0.0084 U	0.034	0.0084	04/17/23 10:18	
Benzo(b)fluoranthene	mg/kg	0.0090 U	0.034	0.0090	04/17/23 10:18	
Benzo(g,h,i)perylene	mg/kg	0.0085 U	0.034	0.0085	04/17/23 10:18	
Benzo(k)fluoranthene	mg/kg	0.0090 U	0.034	0.0090	04/17/23 10:18	
Chrysene	mg/kg	0.0045 U	0.034	0.0045	04/17/23 10:18	
Dibenz(a,h)anthracene	mg/kg	0.0078 U	0.034	0.0078	04/17/23 10:18	
Fluoranthene	mg/kg	0.011 U	0.034	0.011	04/17/23 10:18	
Fluorene	mg/kg	0.012 U	0.037	0.012	04/17/23 10:18	
Indeno(1,2,3-cd)pyrene	mg/kg	0.0077 U	0.034	0.0077	04/17/23 10:18	
Naphthalene	mg/kg	0.012 U	0.035	0.012	04/17/23 10:18	
Phenanthrene	mg/kg	0.0048 U	0.034	0.0048	04/17/23 10:18	
Pyrene	mg/kg	0.0045 U	0.034	0.0045	04/17/23 10:18	
2-Fluorobiphenyl (S)	%	76	29-101		04/17/23 10:18	
Nitrobenzene-d5 (S)	%	70	24-98		04/17/23 10:18	
p-Terphenyl-d14 (S)	%	94	29-112		04/17/23 10:18	

LABORATORY CONTROL SAMPLE: 4996120

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1-Methylnaphthalene	mg/kg	1.7	1.2	75	38-115	
2-Methylnaphthalene	mg/kg	1.7	1.3	76	37-115	
Acenaphthene	mg/kg	1.7	1.2	72	30-127	
Acenaphthylene	mg/kg	1.7	1.2	71	29-129	
Anthracene	mg/kg	1.7	1.3	81	37-126	
Benzo(a)anthracene	mg/kg	1.7	1.4	82	37-130	
Benzo(a)pyrene	mg/kg	1.7	1.4	85	39-128	
Benzo(b)fluoranthene	mg/kg	1.7	1.4	82	38-128	
Benzo(g,h,i)perylene	mg/kg	1.7	1.5	90	34-136	
Benzo(k)fluoranthene	mg/kg	1.7	1.4	86	39-133	
Chrysene	mg/kg	1.7	1.4	85	39-125	
Dibenz(a,h)anthracene	mg/kg	1.7	1.5	88	37-127	
Fluoranthene	mg/kg	1.7	1.5	88	39-130	
Fluorene	mg/kg	1.7	1.3	78	35-125	

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

LABORATORY CONTROL SAMPLE: 4996120

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Indeno(1,2,3-cd)pyrene	mg/kg	1.7	1.4	82	35-133	
Naphthalene	mg/kg	1.7	1.2	70	36-115	
Phenanthrene	mg/kg	1.7	1.3	79	35-128	
Pyrene	mg/kg	1.7	1.3	80	37-132	
2-Fluorobiphenyl (S)	%			75	29-101	
Nitrobenzene-d5 (S)	%			65	24-98	
p-Terphenyl-d14 (S)	%			92	29-112	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4996344 4996345

Parameter	Units	35791655048 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
1-Methylnaphthalene	mg/kg	0.0059 U	1.8	1.8	0.98	0.92	56	53	38-115	6	40	
2-Methylnaphthalene	mg/kg	0.0055 U	1.8	1.8	1.0	0.94	58	54	37-115	7	40	
Acenaphthene	mg/kg	0.017 U	1.8	1.8	0.97	0.90	56	51	30-127	7	40	
Acenaphthylene	mg/kg	0.012 I	1.8	1.8	1.0	1.0	57	57	29-129	1	40	
Anthracene	mg/kg	0.0097 I	1.8	1.8	1.2	1.2	67	67	37-126	0	40	
Benzo(a)anthracene	mg/kg	0.093	1.8	1.8	1.6	2.1	88	114	37-130	25	40	
Benzo(a)pyrene	mg/kg	0.096	1.8	1.8	1.7	2.2	92	120	39-128	25	40	
Benzo(b)fluoranthene	mg/kg	0.11	1.8	1.8	1.6	2.2	86	122	38-128	33	40	
Benzo(g,h,i)perylene	mg/kg	0.063	1.8	1.8	1.6	2.0	90	112	34-136	22	40	
Benzo(k)fluoranthene	mg/kg	0.043	1.8	1.8	1.5	1.7	82	93	39-133	12	40	
Chrysene	mg/kg	0.10	1.8	1.8	1.7	2.1	94	117	39-125	20	40	
Dibenz(a,h)anthracene	mg/kg	0.015 I	1.8	1.8	1.3	1.4	74	79	37-127	7	40	
Fluoranthene	mg/kg	0.15	1.8	1.8	2.1	2.8	115	150	39-130	25	40	J(M1)
Fluorene	mg/kg	0.013 U	1.8	1.8	1.1	0.98	60	56	35-125	7	40	
Indeno(1,2,3-cd)pyrene	mg/kg	0.053	1.8	1.8	1.4	1.8	80	99	35-133	21	40	
Naphthalene	mg/kg	0.013 U	1.8	1.8	0.96	0.92	55	52	36-115	4	40	
Phenanthrene	mg/kg	0.025 I	1.8	1.8	1.4	1.5	80	87	35-128	8	40	
Pyrene	mg/kg	0.14	1.8	1.8	2.0	2.5	106	137	37-132	24	40	J(M1)
2-Fluorobiphenyl (S)	%						66	65	29-101			
Nitrobenzene-d5 (S)	%						58	56	24-98			
p-Terphenyl-d14 (S)	%						82	79	29-112			

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

QC Batch:	908768	Analysis Method:	FL-PRO
QC Batch Method:	EPA 3546	Analysis Description:	FL-PRO Soil
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004

METHOD BLANK: 4995927 Matrix: Solid

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Petroleum Range Organics	mg/kg	5.1 U	6.0	5.1	04/13/23 14:15	
N-Pentatriacontane (S)	%	88	42-159		04/13/23 14:15	
o-Terphenyl (S)	%	75	66-136		04/13/23 14:15	

LABORATORY CONTROL SAMPLE: 4995928

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/kg	199	166	83	65-119	
N-Pentatriacontane (S)	%			89	42-159	
o-Terphenyl (S)	%			77	66-136	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 4996058 4996059

Parameter	Units	35792069001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Petroleum Range Organics	mg/kg	5.5 U	211	211	180	153	84	71	39-181	16	25	
N-Pentatriacontane (S)	%						89	76	42-159			
o-Terphenyl (S)	%						75	65	66-136			J(S0)

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	909724	Analysis Method:	FL-PRO
QC Batch Method:	EPA 3546	Analysis Description:	FL-PRO Soil
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069005, 35792069006

METHOD BLANK: 5001156 Matrix: Solid

Associated Lab Samples: 35792069005, 35792069006

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Petroleum Range Organics	mg/kg	5.1 U	5.9	5.1	04/17/23 10:35	
N-Pentatriacontane (S)	%	84	42-159		04/17/23 10:35	
o-Terphenyl (S)	%	92	66-136		04/17/23 10:35	

LABORATORY CONTROL SAMPLE: 5001157

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/kg	204	199	98	65-119	
N-Pentatriacontane (S)	%			95	42-159	
o-Terphenyl (S)	%			103	66-136	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 5001175 5001176

Parameter	Units	35792041002 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Petroleum Range Organics	mg/kg	20.0	241	239	249	238	95	91	39-181	5	25	
N-Pentatriacontane (S)	%						92	83	42-159			
o-Terphenyl (S)	%						93	88	66-136			

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	908797	Analysis Method:	FL-PRO
QC Batch Method:	EPA 3510	Analysis Description:	FL-PRO Water Low Volume
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069007, 35792069009, 35792069010, 35792069012

METHOD BLANK: 4996097 Matrix: Water
Associated Lab Samples: 35792069007, 35792069009, 35792069010, 35792069012

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Petroleum Range Organics	mg/L	0.80 U	1.0	0.80	04/13/23 16:11	
N-Pentatriacontane (S)	%	67	42-159		04/13/23 16:11	
o-Terphenyl (S)	%	85	66-139		04/13/23 16:11	

LABORATORY CONTROL SAMPLE: 4996098

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/L	5	4.1	82	66-119	
N-Pentatriacontane (S)	%			70	42-159	
o-Terphenyl (S)	%			85	66-139	

MATRIX SPIKE SAMPLE: 4996318

Parameter	Units	35791981001 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/L	5.3	4.7	8.7	73	65-123	
N-Pentatriacontane (S)	%				68	42-159	
o-Terphenyl (S)	%				85	66-139	

SAMPLE DUPLICATE: 4996319

Parameter	Units	35791981002 Result	Dup Result	RPD	Max RPD	Qualifiers
Petroleum Range Organics	mg/L	4.3	4.6	7	20	
N-Pentatriacontane (S)	%	65	68			
o-Terphenyl (S)	%	85	85			

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

QC Batch:	909742	Analysis Method:	FL-PRO
QC Batch Method:	EPA 3510	Analysis Description:	FL-PRO Water Low Volume
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069008, 35792069011

METHOD BLANK: 5001215 Matrix: Water
Associated Lab Samples: 35792069008, 35792069011

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Petroleum Range Organics	mg/L	0.80 U	1.0	0.80	04/17/23 16:58	
N-Pentatriacontane (S)	%	83	42-159		04/17/23 16:58	
o-Terphenyl (S)	%	78	66-139		04/17/23 16:58	

LABORATORY CONTROL SAMPLE: 5001216

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Petroleum Range Organics	mg/L	5	4.1	82	66-119	
N-Pentatriacontane (S)	%			82	42-159	
o-Terphenyl (S)	%			76	66-139	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 5001217 5001218

Parameter	Units	35792591004 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Petroleum Range Organics	mg/L	0.75 U	4.6	4.6	3.1	3.8	65	80	65-123	20	20	
N-Pentatriacontane (S)	%						73	88	42-159			
o-Terphenyl (S)	%						68	83	66-139			

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QUALITY CONTROL DATA

Project: AEI Project# 477000, PO # 332 *

Pace Project No.: 35792069

QC Batch:	908814	Analysis Method:	ASTM D2974-87
QC Batch Method:	ASTM D2974-87	Analysis Description:	Dry Weight/Percent Moisture
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35792069001, 35792069002, 35792069003, 35792069004, 35792069005, 35792069006

SAMPLE DUPLICATE: 4996136

Parameter	Units	35791121002 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	97.6	97.8	0	10	

SAMPLE DUPLICATE: 4996137

Parameter	Units	35791655033 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	4.3	4.3	1	10	

SAMPLE DUPLICATE: 4996138

Parameter	Units	35791655043 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	14.0	13.1	6	10	

SAMPLE DUPLICATE: 4996139

Parameter	Units	35791655053 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	8.2	8.2	0	10	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

QUALIFIERS

Project: AEI Project# 477000, PO # 332 *
Pace Project No.: 35792069

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.
ND - Not Detected at or above adjusted reporting limit.
TNTC - Too Numerous To Count
MDL - Adjusted Method Detection Limit.
PQL - Practical Quantitation Limit.
RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.
S - Surrogate
1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.
Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.
LCS(D) - Laboratory Control Sample (Duplicate)
MS(D) - Matrix Spike (Duplicate)
DUP - Sample Duplicate
RPD - Relative Percent Difference
NC - Not Calculable.
SG - Silica Gel - Clean-Up
U - Indicates the compound was analyzed for, but not detected.
N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.
Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.
Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.
TNI - The NELAC Institute.

ANALYTE QUALIFIERS

I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
U	Compound was analyzed for but not detected.
J(M1)	Estimated Value. Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.
J(S0)	Estimated Value. Surrogate recovery outside laboratory control limits.
J(S5)	Estimated Value. Surrogate recovery outside control limits due to matrix interferences (not confirmed by re-analysis).
J(v1)	The continuing calibration verification was above the method acceptance limit. Any detection for the analyte in the associated samples may have a high bias.
J(v2)	The continuing calibration verification was below the method acceptance limit. The analyte was not detected in the associated samples and the sensitivity of the instrument was verified with a reporting limit check standard.
J(v3)	The continuing calibration verification was below the method acceptance limit. Any detection for the analyte in the associated samples may have a low bias.
P2	Re-extraction or re-analysis could not be performed due to insufficient sample amount.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: AEI Project# 477000,PO # 332 *

Pace Project No.: 35792069

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35792069001	SB-1	EPA 3546	908768	FL-PRO	908940
35792069002	SB-2	EPA 3546	908768	FL-PRO	908940
35792069003	SB-3	EPA 3546	908768	FL-PRO	908940
35792069004	SB-4	EPA 3546	908768	FL-PRO	908940
35792069005	SB-5	EPA 3546	909724	FL-PRO	909818
35792069006	SB-6	EPA 3546	909724	FL-PRO	909818
35792069007	TW-1	EPA 3510	908797	FL-PRO	909024
35792069008	TW-2	EPA 3510	909742	FL-PRO	909817
35792069009	TW-3	EPA 3510	908797	FL-PRO	909024
35792069010	TW-4	EPA 3510	908797	FL-PRO	909024
35792069011	TW-5	EPA 3510	909742	FL-PRO	909817
35792069012	TW-6	EPA 3510	908797	FL-PRO	909024
35792069007	TW-1	EPA 3510	909160	EPA 8270 by SIM	909767
35792069008	TW-2	EPA 3510	909160	EPA 8270 by SIM	909767
35792069009	TW-3	EPA 3510	909160	EPA 8270 by SIM	909767
35792069010	TW-4	EPA 3510	909160	EPA 8270 by SIM	909767
35792069011	TW-5	EPA 3510	909160	EPA 8270 by SIM	909767
35792069012	TW-6	EPA 3510	909160	EPA 8270 by SIM	909767
35792069001	SB-1	EPA 3546	908806	EPA 8270	909029
35792069002	SB-2	EPA 3546	908806	EPA 8270	909029
35792069003	SB-3	EPA 3546	908806	EPA 8270	909029
35792069004	SB-4	EPA 3546	908806	EPA 8270	909029
35792069005	SB-5	EPA 3546	908806	EPA 8270	909029
35792069006	SB-6	EPA 3546	908806	EPA 8270	909029
35792069001	SB-1	EPA 5035	908888	EPA 8260	908893
35792069002	SB-2	EPA 5035	908888	EPA 8260	908893
35792069003	SB-3	EPA 5035	908888	EPA 8260	908893
35792069004	SB-4	EPA 5035	908888	EPA 8260	908893
35792069005	SB-5	EPA 5035	908888	EPA 8260	908893
35792069006	SB-6	EPA 5035	908888	EPA 8260	908893
35792069007	TW-1	EPA 8260	910806		
35792069008	TW-2	EPA 8260	910806		
35792069009	TW-3	EPA 8260	910806		
35792069010	TW-4	EPA 8260	910806		
35792069011	TW-5	EPA 8260	910806		
35792069012	TW-6	EPA 8260	910806		
35792069001	SB-1	ASTM D2974-87	908814		
35792069002	SB-2	ASTM D2974-87	908814		
35792069003	SB-3	ASTM D2974-87	908814		
35792069004	SB-4	ASTM D2974-87	908814		
35792069005	SB-5	ASTM D2974-87	908814		
35792069006	SB-6	ASTM D2974-87	908814		

REPORT OF LABORATORY ANALYSIS

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Pace Container Order #1086563

Addresses

Order By :

Company AEI Consultants
 Contact Friedman, Ben
 Email bfriedman@aeiconsultants.com
 Address 333 Camino Gardens Boulevard
 Address 2 Suite 203
 City Boca Raton
 State FL Zip 33432
 Phone (862)703-6329

Ship To :

Company AEI Consultants (Pace Analytical)
 Contact Friedman, Ben - HOME
 Email bfriedman@aeiconsultants.com
 Address 6197 Woodbury Road
 Address 2
 City Boca Raton
 State FL Zip 33432
 Phone (862)703-6329

Return To:

Company Pace Analytical Pompano Beach
 Contact Palmer, Lori
 Email lori.palmer@pacelabs.com
 Address 3610 Park Central Blvd North
 Address 2
 City Pompano Beach
 State FL Zip 33064
 Phone 813-855-1844

Info

Project Name AEI Project# 477000, PO # 332872 Due Date 04/04/2023 Profile 10352- 21 Quote
 Project Manager Palmer, Lori Return Date Carrier Pace Courier Location FL

Trip Blanks

☐ Include Trip Blanks

Bottle Labels

☐ Blank
☒ Pre-Printed No Sample IDs
☐ Pre-Printed With Sample IDs

Bottles

☐ Boxed Cases
☐ Individually Wrapped
☐ Grouped By Sample ID/Matrix

Return Shipping Labels

☐ No Shipper
☐ With Shipper

COC Options

☐ Number of Blanks
☒ Pre-Printed

Misc

☐ Sampling Instructions
☐ Custody Seal
☐ Temp. Blanks
☐ Coolers
☐ Syringes
☐ Extra Bubble Wrap
☐ Short Hold/Rush Stickers
☐ DI Water Liter(s)
☐ USDA Regulated Soils

# of Samples	Matrix	Test	Container	Total	# of	Lot #	Notes
6	WT	8260 VOC	3-40ml vials w/HCl	18	0		
6	WT	PAH by 8270 SIM (low vol)	2-100 mL amber glass, unpres	12	0		
6	WT	FL Pro Low Volume for Waters	2-100 mL amber glass w/H2SO4	12	0		
1	WT	PAH MS/MSD	100ml amber glass unpres	2	2		
1	WT	FL PRO MS/MSD	100ml amber glass w/H2SO4	2	2		

Hazard Shipping Placard In Place : NO

Sample receiving hours are Mon-Fri 8:00am-6:00pm unless special arrangements are made with your project manager.

Pace Analytical reserves the right to return hazardous, toxic, or radioactive samples to you.

Pace Analytical reserves the right to charge for unused bottles, as well as cost associated with sample storage/disposal.

Payment term are net 30 days.

Please include the proposal number on the chain of custody to insure proper billing.

LAB USE:

Ship Date :
 Prepared By :
 Verified By :

Sample

RUSH - 3-day

CLIENT USE (Optional):

Date Rec'd :
 Received By :
 Verified By :
 Page 60 of 64

Pace Container Order #1086576

Addresses	
Order By : Company AEI Consultants Contact Friedman, Ben Email bfriedman@aeiconsultants.com Address 333 Camino Gardens Boulevard Address 2 Suite 203 City Boca Raton State FL Zip 33432 Phone (862)703-6329	Ship To : Company AEI Consultants - Boca Contact Friedman, Ben - HOME Email bfriedman@aeiconsultants.com Address 6197 Woodbury Road Address 2 City Boca Raton State FL Zip 33433 Phone (862)703-6329
Return To: Company Pace Analytical Pompano Beach Contact Palmer, Lori Email lori.palmer@pacelabs.com Address 3610 Park Central Blvd North Address 2 City Pompano Beach State FL Zip 33064 Phone 813-855-1844	

Info				
Project Name	AEI Project# 477000, PO # 332872	Due Date	04/04/2023	Profile 10352-15
Project Manager	Palmer, Lori	Return Date		Carrier Pace Courier
				Location FL

Trip Blanks ☐ Include Trip Blanks	Bottle Labels ☐ Blank ☒ Pre-Printed No Sample IDs ☐ Pre-Printed With Sample IDs	Bottles ☐ Boxed Cases ☐ Individually Wrapped ☐ Grouped By Sample ID/Matrix
Return Shipping Labels ☐ No Shipper ☐ With Shipper	Misc ☐ Sampling Instructions ☐ Custody Seal ☐ Temp. Blanks ☒ Coolers ☐ Syringes ☐ Extra Bubble Wrap ☐ Short Hold/Rush Stickers ☐ DI Water Liter(s) ☐ USDA Regulated Soils	
COC Options ☐ Number of Blanks ☒ Pre-Printed 		

# of Samples	Matrix	Test	Container	Total	# of	Lot #	Notes
6	SL	8260 VOC	3-40ml vials (2-DI, 1-MeOH)	6	0		
6	SL	PAH / FL-PRO	8oz soil jar	6	0		
6	SL	% Moisture/Dry weight	4oz soil jar	6	0		

Hazard Shipping Placard In Place : NO

Sample receiving hours are Mon-Fri 8:00am-6:00pm unless special arrangements are made with your project manager.

Pace Analytical reserves the right to return hazardous, toxic, or radioactive samples to you.

Pace Analytical reserves the right to charge for unused bottles, as well as cost associated with sample storage/disposal.

Payment term are net 30 days.

Please include the proposal number on the chain of custody to insure proper billing.

LAB USE:

Ship Date :	
Prepared By:	
Verified By:	

Sample

RUSH 3-day TAT

CLIENT USE (Optional):

Date Rec'd:	
Received By:	
Verified By:	



CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately. Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at <https://info.pacelabs.com/hubs/pas-standard-terms.pdf>.

Section A

Required Client Information:

Company:	AEI Consultants	Report To:	Ben Friedman
Address:	333 Camino Gardens Boulevard	Copy To:	
Suite:	203 Boca Raton, FL 33432	Company Name:	
Email:	bfriedman@aiconsultants.com	Address:	
Phone:	(862)703-6329	Pace Quote:	
Requested Due Date:		Pace Project Manager:	lori.palmer@pacelabs.com
		Pace Profile #:	10352-15

Section B

Required Project Information:

Project Name:	AEI Project# 477000, PO # 332872
Purchase Order #:	
State / Location:	FL
Regulatory Agency:	

Section C

Invoice Information:

Attention:	
Company Name:	
Address:	
Pace Quote:	
Pace Project Manager:	lori.palmer@pacelabs.com
Pace Profile #:	10352-15

ITEM #	MATRIX Drinking Water Water Waste Water WW P Food Solid O Wipe Air Other Tissue CODE DW W WW P SL O WIP AIR OT TS	MATRIX CODE (see valid codes to left)	SAMPLE TYPE (G=GRAB C=COMP)	COLLECTED			SAMPLE TEMP AT COLLECTION	# OF CONTAINERS	Preservatives								Analyses Test	Y/N	Requested Analysis Filtered (Y/N)																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
				START	END	TIME			DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME			DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE

ADDITIONAL COMMENTS		RELINQUISHED BY / AFFILIATION		DATE	TIME	ACCEPTED BY / AFFILIATION		DATE	TIME	SAMPLE CONDITIONS	



Sample Condition Upon Receipt Form (SCUR)

Date and Initials of person:

Examining contents:

Label:

Deliver:

pH:

Initials:

Project #

Project Manager:

Client:

WO#: 35792069

PM: LAP

Due Date: 04/17/23

CLIENT: 36-AEI

Thermometer Used: T-409

Date: 4.12.23

Time: 2307

Initials: [Signature]

State of Origin:

☐ For WV projects, all containers verified to $\leq 6^{\circ}\text{C}$

Cooler #1 Temp. $^{\circ}\text{C}$ 0.8 (Visual) 0 (Correction Factor) 0.8 (Actual)

Cooler #2 Temp. $^{\circ}\text{C}$ 4.6 (Visual) (Correction Factor) 4.6 (Actual)

Cooler #3 Temp. $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

Cooler #4 Temp. $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

Cooler #5 Temp. $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

Cooler #6 Temp. $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

Recheck for OOT $^{\circ}\text{C}$ (Visual) (Correction Factor) (Actual)

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

Time: Initials:

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☐ Client ☒ Commercial ☐ Pace ☐ Other:

Shipping Method: ☐ Standard Overnight ☐ First Overnight ☐ Priority Overnight ☐ Ground ☐ International Priority ☐ Other:

Billing: ☐ Recipient ☐ Sender ☐ Third Party ☐ Credit Card ☐ Unknown

Tracking #

Custody Seal Present: ☒ Yes ☐ No Seal properly placed and intact: ☒ Yes ☐ No

Ice: ☒ Wet ☐ Blue ☐ Dry ☐ None ☐ Melted

Packing Material: ☐ Bubble Wrap ☒ Bubble Bags ☐ None ☐ Other:

Samples shorted to lab: ☐ Yes ☐ No (If yes, complete the following)

Shorted Date:

Shorted Time:

Bottle Quantity / Type:

Chain of Custody:	Present: ☒ Yes ☐ No Filled Out: ☒ Yes ☐ No ☐ N/A Relinquished From Pace: ☒ Yes ☐ No ☐ N/A Sampler Name: ☒ Yes ☐ No ☐ N/A
	Relinquished To Pace: ☒ Yes ☐ No ☐ N/A Sampling Date(s): ☒ Yes ☐ No ☐ N/A Sampling Time(s): ☒ Yes ☐ No ☐ N/A
Samples Arrived within Hold Time.	☒ Yes ☐ No ☐ N/A
Rush Turnaround Requested on COC.	☒ Yes ☐ No ☐ N/A
Sufficient Volume.	☒ Yes ☐ No ☐ N/A
Correct Containers Used.	☒ Yes ☐ No ☐ N/A
Containers Intact.	☒ Yes ☐ No ☐ N/A
Sample Labels Match COC (Sample ID, Date/Time of Collection).	☒ Yes ☐ No ☐ N/A
All containers needing acid / base preservation have been checked.	☒ Yes ☐ No ☐ N/A
All containers needing preservation are found to be in compliance with EPA recommendation:	☒ Yes ☐ No ☐ N/A
Exceptions: Vials, Microbiology, O&G, PFAS	
Headspace in Volatile Vials? (>6mm):	☐ Yes ☒ No ☐ N/A
Trip Blank Present:	☐ Yes ☐ No ☒ N/A

Comments / Resolutions (use back for additional comments):

No sign of damage

TW-3
TW-4

1/2
1/2

AG45
AG4U

arrived empty
11



Sample Condition Upon Receipt Form (SCUR)

Project #
Project Manager:
Client:

WO#: 35792069

PM: LAP Due Date: 04/17/23
CLIENT: 36-AEI

Date and Initials of person:

Examining contents: _____

Label: _____

Deliver: _____

pH: _____

Initials: KD

Thermometer Used: T-398

Date: 04/13/2023
KO

Time: 1150

State of Origin: _____ ☐ For WV projects, all containers verified to ≤6 °C

Cooler #1 Temp. °C 4.6 (Visual) +0.5 (Correction Factor) 5.1 (Actual)

Cooler #2 Temp. °C 5.8 (Visual) 0.5 (Correction Factor) 6.3 (Actual)

Cooler #3 Temp. °C _____ (Visual) _____ (Correction Factor) _____ (Actual)

Cooler #4 Temp. °C _____ (Visual) _____ (Correction Factor) _____ (Actual)

Cooler #5 Temp. °C _____ (Visual) _____ (Correction Factor) _____ (Actual)

Cooler #6 Temp. °C _____ (Visual) _____ (Correction Factor) _____ (Actual)

Recheck for OOT °C _____ (Visual) _____ (Correction Factor) _____ (Actual)

☒ Samples on ice, cooling process has begun.

☒ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

☐ Samples on ice, cooling process has begun.

Time: _____ Initials: _____

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☒ Client ☐ Commercial ☐ Pace ☐ Other: _____

Shipping Method: ☐ Standard Overnight ☐ First Overnight ☐ Priority Overnight ☐ Ground ☐ International Priority ☐ Other: _____

Billing: ☐ Recipient ☐ Sender ☐ Third Party ☐ Credit Card ☐ Unknown

Tracking # _____

Custody Seal Present: ☐ Yes ☒ No Seal properly placed and intact: ☐ Yes ☒ No

Ice: ☒ Wet ☐ Blue ☐ Dry ☐ None ☐ Melted

Packing Material: ☒ Bubble Wrap ☐ Bubble Bags ☐ None ☐ Other: _____

Samples shorted to lab: ☐ Yes ☒ No (If yes, complete the following)

Shorted Date: _____

Shorted Time: _____

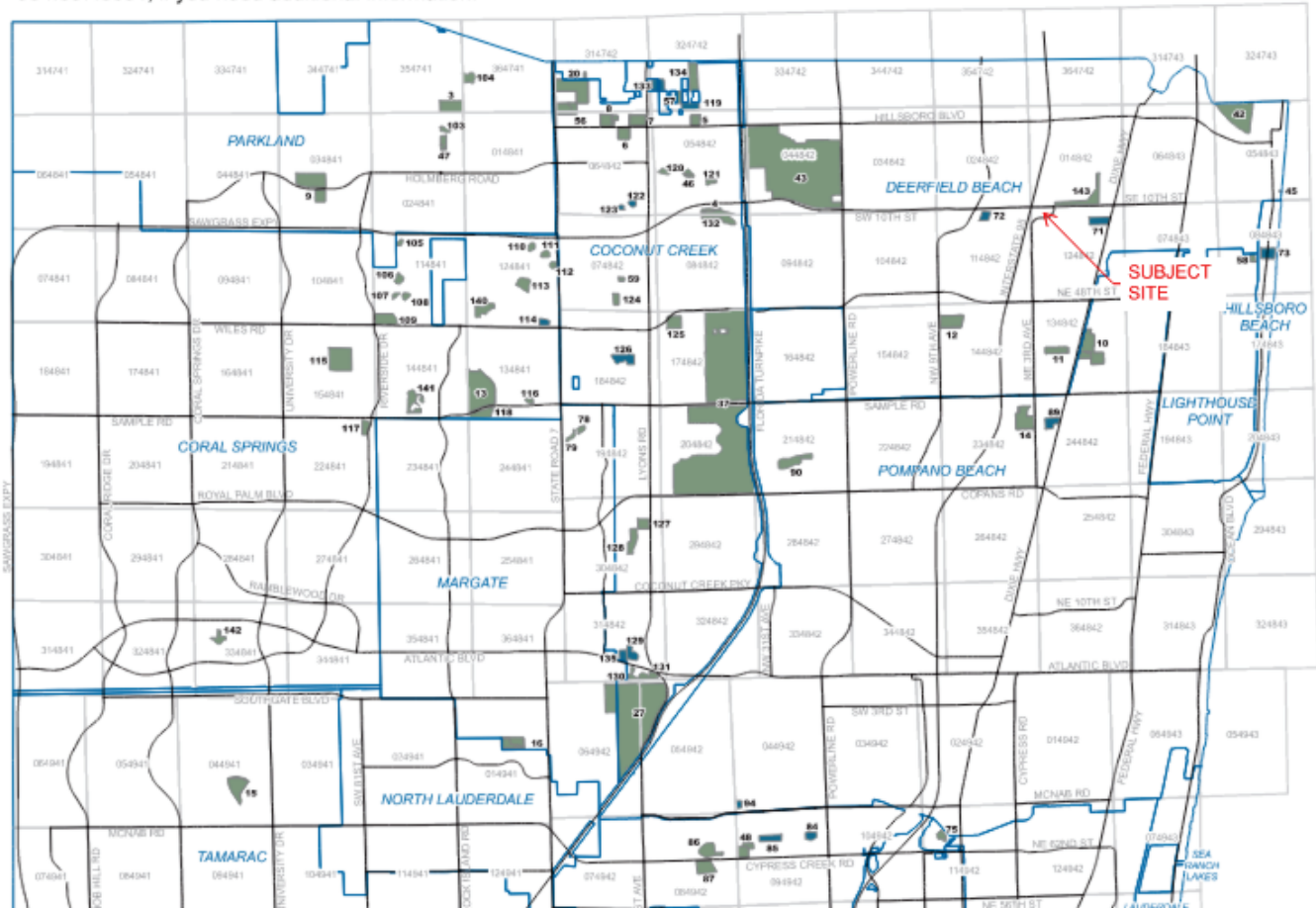
Bottle Quantity / Type: _____

Chain of Custody:	Present: ☒ Yes ☐ No Filled Out: ☒ Yes ☐ No ☐ N/A Pace Relinquished: ☒ Yes ☐ No ☐ N/A Sampler Accepted: ☒ Yes ☐ No ☐ N/A		
	Sampler Name: ☐ Yes ☐ No ☐ N/A Sampler Relinquished: ☐ Yes ☐ No ☐ N/A Sampling Date(s): ☐ Yes ☐ No ☐ N/A Sampling Time(s): ☐ Yes ☐ No ☐ N/A		
Samples Arrived within Hold Time.	☒ Yes ☐ No ☐ N/A	Comments:	
Rush Turnaround Requested on COC.	☐ Yes ☒ No ☐ N/A	Comments:	
Sufficient Volume.	☐ Yes ☐ No ☐ N/A	Comments:	
Correct Containers Used.	☐ Yes ☐ No ☐ N/A	Comments:	
Containers Intact.	☐ Yes ☐ No ☐ N/A	Comments:	
Sample Labels Match COC (Sample ID, Date/Time of Collection).	☐ Yes ☐ No ☐ N/A	Comments:	
All containers needing acid / base preservation have been checked.	☐ Yes ☐ No ☐ N/A	Preservation Information Preservative: _____ Date: _____ Int / Trace: _____ Time: _____ Amount added (mL): _____ Initials: _____	
All containers needing preservation are found to be in compliance with EPA recommendation:	☐ Yes ☐ No ☐ N/A		
Exceptions: Vials, Microbiology, O&G, PFAS			
Headspace in Volatile Vials? (>6mm):	☐ Yes ☐ No ☐ N/A		
Trip Blank Present:	☐ Yes ☐ No ☐ N/A		

Comments / Resolutions (use back for additional comments): _____

PCNRM 10-1 Amended Map to Include Wedge.
Please contact the Planning Council at
954.357.8051, if you need additional information.

PALM BEACH COUNTY



Legend

- Designated lands
- Protected lands
- Section Township Range
- Municipal Boundaries

See Table A for individual site name and designation

Designated lands are publicly or privately owned but not managed for preservation.

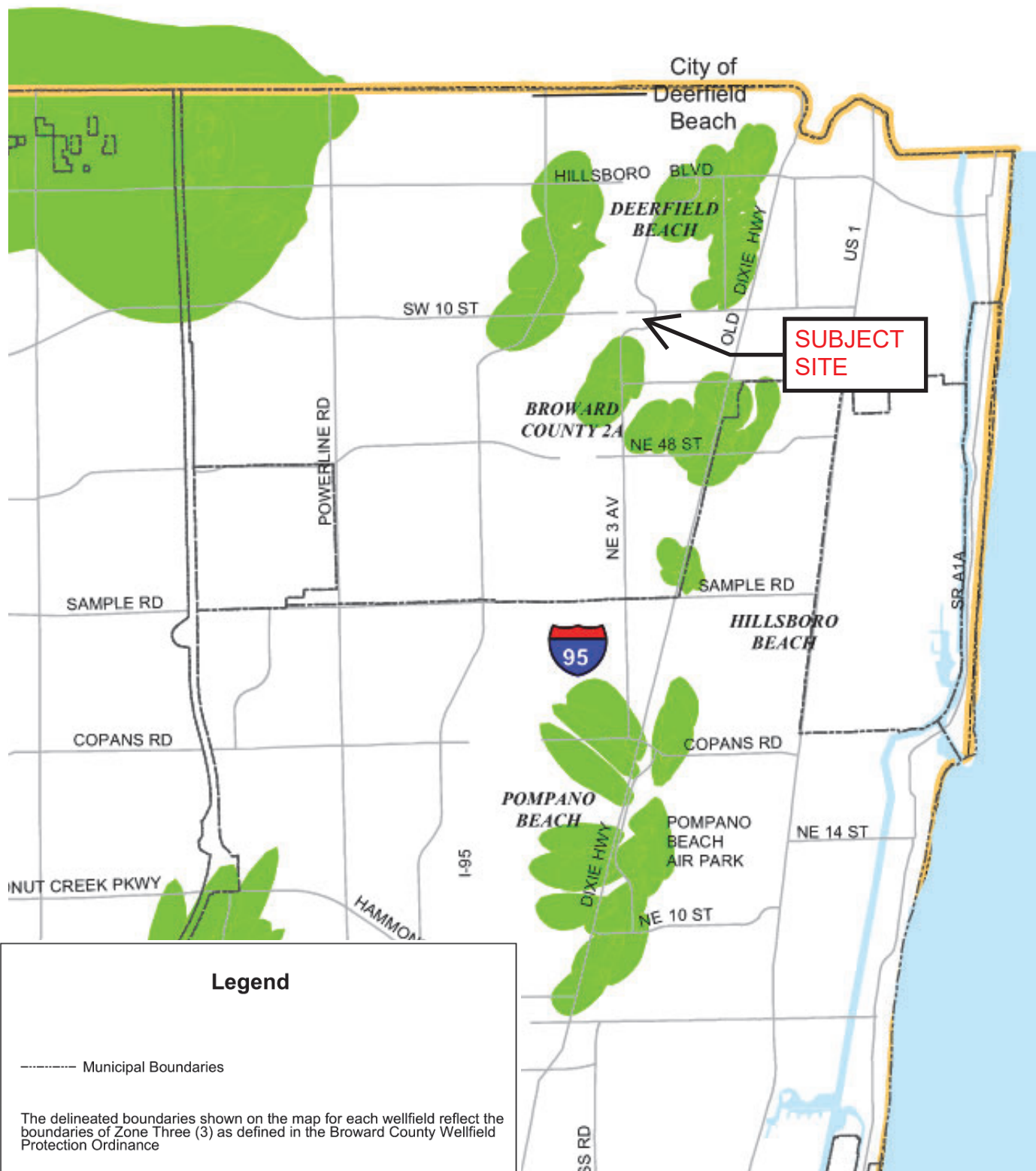
Protected lands are publicly owned and managed for preservation, or privately owned and restricted by conservation easement or plat note.

Policies 2.23.1 through 2.23.3 (Formerly Objective 9.01.00 and its policies) ensure the protection of these designated Environmentally Sensitive Lands (ESL's).

Criteria and Procedures for Environmentally Sensitive Lands and Local Areas of Particular Concern (LAPC's) are contained within the Broward County Land Use Plan Implementation Requirements and Procedures.

EXHIBIT 'L' - BCLUP Environmentally Sensitive Lands





Legend

----- Municipal Boundaries

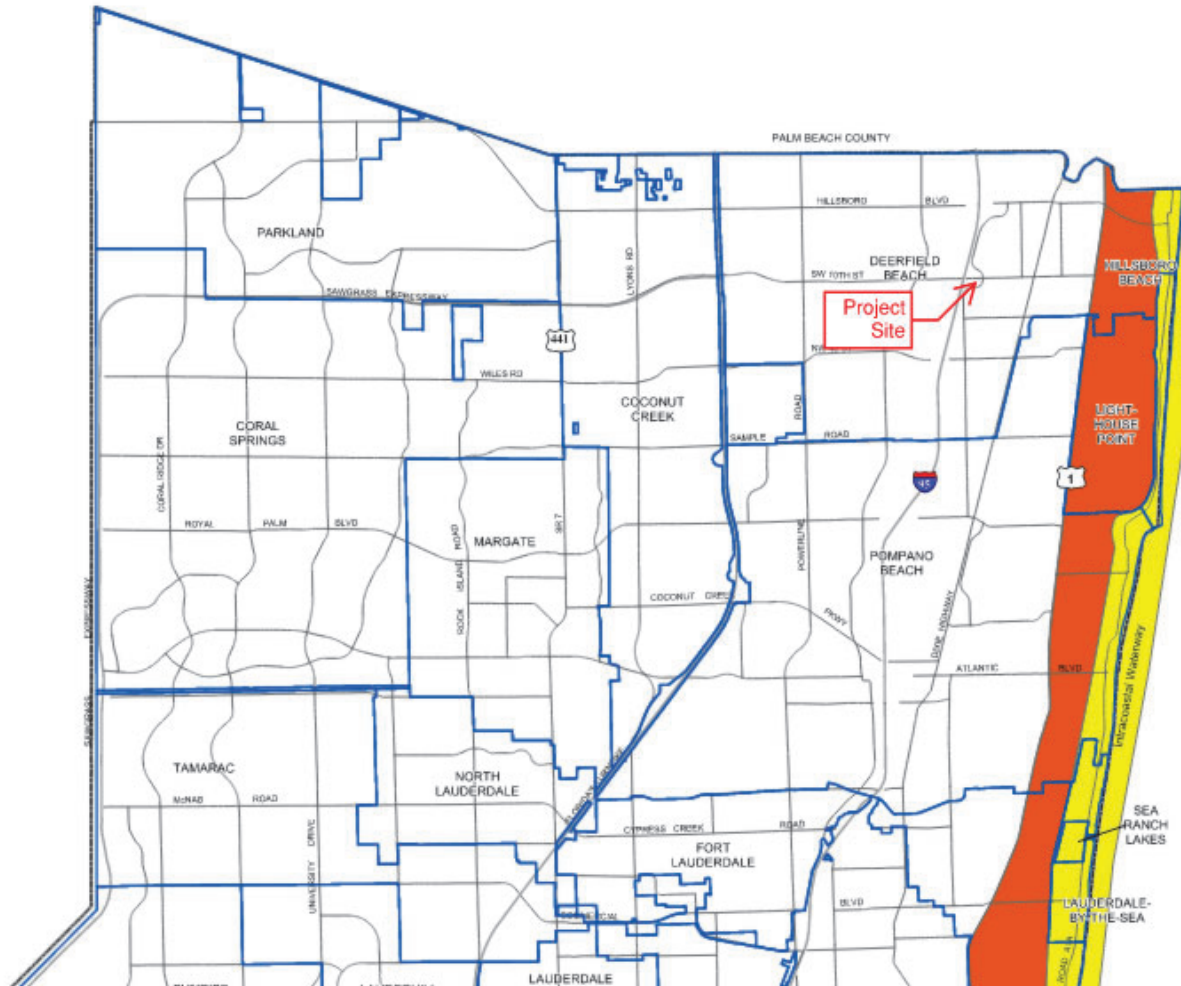
The delineated boundaries shown on the map for each wellfield reflect the boundaries of Zone Three (3) as defined in the Broward County Wellfield Protection Ordinance

Policies 2.26.2 and 2.26.3 (formerly Objective 09.02.00 and its policies) address the protection of existing and planned Wellfield and Zones of Influence.

EXHIBIT 'M' - BCLUP Water Wells Map

BROWARD COUNTY LAND USE PLAN

Natural Resource Map Series Eastern Broward County:
Hurricane Evacuation Zones



Legend

- PLAN A** Typically a category 1-2 hurricane
- PLAN B** Typically a category 3 or higher hurricane
- Municipal Boundary

NOTE: Municipal boundary without names are
Unincorporated Broward County

Source:

Broward County Emergency Management Agency

EXHIBIT 'N' Hurricane Evacuation Zones





Outlook

Request for Verification of Potable Water Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

From Michael Amodio <MAmodio@keithteam.com>**Date** Wed 7/22/2026 12:47 PM**To** yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>**Cc** Alfonso Orellana <AOrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Daniel Wandzilak <dwandzilak@keithteam.com> 1 attachment (145 KB)

01-Concurrency Letter-Potable Water-City.pdf;

Good Afternoon!

I hope you are doing well. As part of the review process for the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we are seeking verification of the analysis included in the attached letter. The analysis has been prepared to support the amendment application and includes information regarding public facility impacts and service availability. Separate emails will be forthcoming for the Sanitary Sewer and Drainage analyses as well.

At your convenience, would you please review the attached potable water analysis and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.

July 22, 2026

**Yaroslav Concepcion, Director of Environmental Services
Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Email: yconcepcion@deerfieldbeachfl.gov
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Potable Water Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate the property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on potable water facilities. Please review the enclosed analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan.

RESPONSE: The subject site is served by the City of Deerfield Beach potable water system, with water supply supported through available regional water resources and facilities, including . , the City's potable water service supply from the City of Deerfield Beach and BWWS District 2 wellfields and water treatment facilities.

The City adopted potable water level of service (LOS) standards of 170 gallons per capita per day (gpcd), as set forth in the City of Deerfield Beach Utilities Element (Sec. 5.2.4.4) and Sec. 4.3.2 of the Deerfield Beach 2020 Comprehensive Water Supply Facilities Work Plan, adopted November 15, 2022.

2. Provide the adoption date of the local government's 10 Year Water Supply Facilities Plan.

RESPONSE: The City's of Deerfield Beach's 2020 Comprehensive Water Supply Facilities Work Plan (10-Year Water Supply Facilities Plan) was adopted on November 15, 2022, as part of the City's comprehensive planning process to ensure adequate water supply and facility capacity to meet projected demands within the planning horizon.

3. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

RESPONSE: The subject property is served by the City of Deerfield Beach potable water system. Potable water treatment is provided through the City of Deerfield Beach West Water Treatment Plant (West WTP), which has a current permitted treatment capacity of 23.6 million gallons per day (MGD). Based on the City of Deerfield Beach Water Supply

Facilities Work Plan, the current and committed demand for the West WTP is approximately 10.41 MGD.

The potable water supply supporting the City's system is obtained through permitted groundwater withdrawals authorized by the South Florida Water Management District (SFWMD). The Broward County North Regional Wellfield serving the area has an SFWMD permitted withdrawal capacity of 14.15 MGD pursuant to SFWMD Water Use Permit No. 06-00082-W. Current and committed demand associated with the permitted withdrawal is approximately 10.41 MGD, resulting in approximately 3.74 MGD of remaining permitted capacity. The SFWMD permit is currently scheduled to expire on March 14, 2029.

The City of Deerfield Beach Water Supply Facilities Work Plan demonstrates that adequate potable water supplies, treatment capacity, and related infrastructure are available to accommodate existing and projected development within the City's service area throughout the planning horizon.

Table 5: PLANT CAPACITY & DEMAND – POTABLE WATER

Item	Value
Current Plant Capacity (West WTP)	23.6 MGD
Current and Committed Plant Demand	10.41 MGD ¹
SFWMD Permitted Withdrawal	14.15 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

¹ Demand per Table 5.11: Projected Population and Water Demand – City Service Area, as summarized in the November 2021 Water Supply Facilities Work Plan.

Table 6: WELLFIELDS (Broward County North Regional Wellfield)

Item	Value
Capacity (SFWMD Permitted Withdrawal)	14.15 MGD
Current + Committed Demand	10.41 MGD
Remaining Capacity	3.74 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

City of Deerfield Beach Water Supply Facilities Work Plan (November 2021)

4. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

TABLE 7: POTABLE WATER IMPACT

Based on the potable water demand factors established by Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, generating an estimated potable water demand of 27,750 gallons per day (GPD), calculated at 250 GPD per dwelling unit.

The proposed amendment would permit development consisting of 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial uses. Estimated potable water demand is calculated as follows:

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – Residential	150 Dus × 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms × 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x .2 GPD/sf	28,800 GPD
Total Proposed Potable Water Demand		84,300GPD
Net Change in Potable Water Demand	84,300 – 27,500	+56,550 GPD

Source: Broward County Code of Ordinances

The total proposed potable water demand is estimated at 84,300 GPD. Compared to the existing demand of 27,750 GPD, the proposed amendment would result in a net increase of approximately 56,550 GPD of potable water demand.

5. Correspondence from potable water provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit ‘O’ for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442



Outlook

Re: Request for Verification of Sanitary Sewer and Drainage Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

From Daniel Wandzilak <dwandzilak@keithteam.com>

Date Thu 8/13/2026 10:38 AM

To Alfonso Orellana <AOrrellana@deerfield-beach.com>

Cc Michael Amodio <MAmodio@keithteam.com>; Michael Pinzon <mpinzon@keithteam.com>

 2 attachments (489 KB)

02-Revised Concurrency Letter-Sanitary Sewer-City.pdf; 05-Revised Concurrency Letter-Drainage-City.pdf;

[Report This Email](#)

Good morning Alfonso,

Per your recent discussions with Michael Amodio, the attached **sanitary sewer and drainage** analysis has been revised to address the comments and concerns you identified during your review.

As part of the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we respectfully request that the revised analysis be reviewed and considered in support of the concurrency review process.

At your convenience, please review the attached analysis and let us know if any additional revisions, corrections, or information are needed. If the revised analysis is acceptable, a brief email confirmation would be greatly appreciated and will assist us in completing the application package.

Regards,



Daniel Wandzilak

Planning Technician

Office: 954.788.3400

Email: dwandzilak@keithteam.com

www.KEITHteam.com

From: Daniel Wandzilak <dwandzilak@keithteam.com>

Sent: Monday, August 10, 2026 9:00 AM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

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Thank you for your time and assistance. We appreciate your prompt attention to this matter and look forward to your response.

Regards,

From: Daniel Wandzilak <dwandzilak@keithteam.com>

Sent: Friday, August 7, 2026 3:53 PM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>

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Thank you for your time and assistance. We appreciate your prompt attention to this matter and look forward to your response.

Best regards,

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A brief email confirming the analysis, or providing any feedback, would be greatly appreciated as we work toward completing the application package.

Thank you for your time and assistance. Please feel free to contact us if you have any questions.

Best regards,

From: Daniel Wandzilak <dwandzilak@keithteam.com>

Sent: Wednesday, July 29, 2026 3:23 PM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Michael Amodio <MAmodio@keithteam.com>

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Thank you for your time and assistance. Please feel free to contact us if you have any questions.

Best regards,

From: Michael Amodio <MAmodio@keithteam.com>

Sent: Wednesday, July 22, 2026 12:51 PM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Daniel Wandzilak <dwandzilak@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

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At your convenience, would you please review the attached **sanitary sewer analysis** and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.



Michael Amodio, AICP

Principal Planner, Associate

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com



RE: Request for Verification of Solid Waste Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

From Eleonel Lorenzo <ELorenzo@deerfieldbeachfl.gov>

Date Thu 7/23/2026 8:18 AM

To Michael Amodio <MAmodio@keithteam.com>



Caution: External (elorenzo@deerfieldbeachfl.gov)

First-Time Sender [Details](#)



[Safe](#) [Spam](#) [Phish](#) [More...](#)

Good morning

The information is accurate.

Thank you



Eleonel Lorenzo

Assistant Director of Municipal Services Department

954-250-4351 | Mobile: 954-695-1176

401 SW 4th St, Deerfield Beach, FL, 33441

www.deerfieldbeachfl.gov

ELorenzo@deerfieldbeachfl.gov

Established 1925

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From: Michael Amodio <MAmodio@keithteam.com>

Sent: Wednesday, July 22, 2026 1:03 PM

To: Eleonel Lorenzo <ELorenzo@deerfieldbeachfl.gov>

Subject: Fw: Request for Verification of Solid Waste Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good Afternoon! I received your contact information from Chad's out of office reply. Would you be able to assist with the request below?

Thanks in advance!

**Michael Amodio, AICP**

Principal Planner, Associate

Office: 954.788.3400

Email: MAmodio@keithteam.comwww.KEITHteam.com

From: Michael Amodio <MAmodio@keithteam.com>**Sent:** Wednesday, July 22, 2026 12:58 PM**To:** cgregsek@deerfieldbeachfl.gov <cgregsek@deerfieldbeachfl.gov>**Cc:** Daniel Wandzilak <dwandzilak@keithteam.com>**Subject:** Re: Request for Verification of Solid Waste Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good Afternoon!

As part of the review process for the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we are seeking verification of the analysis included in the attached letter. The analysis has been prepared to support the amendment application and includes information regarding public facility impacts and service availability.

At your convenience, would you please review the attached **solid waste analysis** and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.

July 22, 2026

CHAD E. GRECSEK, MBA, LEED AP
Director of Municipal Services
954.250.4350
401 SW 4th Street, Deerfield Beach FL 33441
cgrecsek@deerfieldbeachfl.gov

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Solid Waste Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate Property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on solid waste facilities. Please review the enclosed solid waste analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

C. Solid Waste

1. Provide the solid waste level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach's adopted level of service for solid waste collection is 5.4 lbs per capita per day and 7.0 lbs per capita per day for disposal.

2. Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

RESPONSE: The City has contracted Waste Connections, Inc. for solid waste processing, transportation and disposal of municipal solid waste. Recycling materials are delivered by the city to Waste Management's Transfer Station in Deerfield Beach.

The city is served by the Waste Connection's solid waste transfer operations with final disposal occurring at the John E. Drury (JED) landfill in Saint Cloud, Florida.

The city sends approximately 72,000 tons per year to this facility. The JED landfill has total remaining disposal capacity of approximately 3,836,210 tons through 2032. The total permitted capacity of the JED landfill is approximately 52,215,585 tons.

Per Table 5.9 of the City's Solid Waste Sub-Element, the City's projected solid waste generation is 115,000 tons per year in 2030 and 118,665 tons per year in 2040.

The City's projected solid waste generation remains within the available capacity of the JED landfill throughout the planning horizon. No additional landfill capacity expansions are identified as necessary to accommodate projected solid waste generation during the planning period

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

The proposed amendment results in an estimated net increase of approximately 434.81 tons per year, which represents less than 1% of the City's projected 2030 and 2040 solid waste generation and approximately 0.011% of the landfill's remaining disposal capacity therefore, solid waste LOS is maintained.

TABLE 10: SOLID WASTE IMPACT	Existing / Adopted System Capacity (Comp Plan)	Projected Overall Impact (with Proposed Project)	Net Change Attributable to Project
City Annual Solid Waste Sent to System	~72,000 tons/year (Citywide)	72,434.81 tons/year (Citywide + project increment)	+434.81 tons/year

Landfill Available Capacity (Annual Throughput Capacity)	3,836,210 tons/of available capacity through 2032	3,836,210 tons/year (unchanged; project is an increment to demand)	Project increment = 0.011% of annual landfill capacity
Landfill Total Capacity	52,215,585 tons total capacity	52,215,585 tons (unchanged)	De minimis relative to total capacity
City Projected Solid Waste Generation (2030)	115,000 tons/year (City projection)	115,434.81 tons/year (projection + project increment)	+434.81 tons/year (0.378% of 2030 projection)
City Projected Solid Waste Generation (2040)	118,665 tons/year (City projection)	119,099.81 tons/year (projection + project increment)	+434.81 tons/year (0.366% of 2040 projection)

RESPONSE: Based on the City's adopted solid waste level of service and the capacity information contained in the Solid Waste Sub-Element, the proposed amendment would generate an estimated net increase of 434.81 tons per year of solid waste.

As shown in Table 10, this increase represents approximately 0.378% of the City's projected 2030 solid waste generation, 0.366% of the City's projected 2040 solid waste generation, and approximately 0.011% of the landfill's remaining disposal capacity.

Accordingly, adequate solid waste capacity exists to accommodate the proposed amendment while maintaining the adopted level of service.

4. Correspondence from the solid waste provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification

RESPONSE: Will be provided. See Exhibit 'Q' for correspondence.

Name: CHAD E. GRECSEK, MBA, LEED AP

Agency: Director of Municipal Services, City of Deerfield Beach

Phone: 954-250-4350

Email: cgregcsek@deerfieldbeachfl.gov

Address : 401 SW 4th Street, Deerfield Beach FL 33441



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Planning Technician

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Good afternoon,

I wanted to follow up on the request below regarding the sanitary sewer analysis submitted in support of the Deerfield City Center FLUP Amendment (Application #LUPA 70A).

At your convenience, could you please review the analysis and confirm whether the information provided is accurate? If there are any revisions, comments, or additional information needed, please let us know and we will address them promptly.

A brief email confirming the analysis, or providing any feedback, would be greatly appreciated as we work toward completing the application package.

Thank you for your time and assistance. Please feel free to contact us if you have any questions.

Best regards,

From: Michael Amodio <MAmodio@keithteam.com>

Sent: Wednesday, July 22, 2026 12:51 PM

To: yconcepcion@deerfieldbeachfl.gov <yconcepcion@deerfieldbeachfl.gov>

Cc: Alfonso Orellana <AOrrellana@deerfield-beach.com>; Josef Farbiarz <jfarbiarz@deerfieldbeachfl.gov>; Daniel Wandzilak <dwandzilak@keithteam.com>

Subject: Re: Request for Verification of Sanitary Sewer Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

Good Afternoon!

As part of the review process for the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we are seeking verification of the analysis included in the attached letter. The analysis has been prepared to support the amendment application and includes information regarding public facility impacts and service availability.

At your convenience, would you please review the attached **sanitary sewer analysis** and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.



Michael Amodio, AICP

Principal Planner, Associate

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com



Outlook

Re: Request for Verification of Drainage Analysis – Deerfield City Center FLUP Amendment LUPA 70A (K#12796.01)

From Michael Amodio <MAmodio@keithteam.com>
Date Wed 7/22/2026 1:04 PM
To Narvaez, Johana <jnarvaez@broward.org>
Cc Daniel Wandzilak <dwandzilak@keithteam.com>

 1 attachment (167 KB)

05-Concurrency Letter-Drainage-County.pdf;

Good Afternoon!

As part of the review process for the proposed Future Land Use Plan Amendment for the Deerfield City Center Project (Application #LUPA 70A), we are seeking verification of the analysis included in the attached letter. The analysis has been prepared to support the amendment application and includes information regarding public facility impacts and service availability.

At your convenience, would you please review the attached **drainage analysis** and confirm whether the information presented is accurate? If any revisions, corrections, or additional information are warranted, please let us know and we will promptly address them.

A brief email confirming the analysis, or any comments you may have, would be greatly appreciated and will assist in completing the application package.

Thank you for your time and assistance. Please feel free to contact me if you have any questions or would like to discuss the analysis further. 954-751-1920.

July 22, 2026

**Johana Narvaez, M.S.E.E.,
Environmental Program Manager
Broward County Public Works and Environmental Services Department
Ph: (954) 519- 0318
1 North University Drive, Mailbox 201, Plantation, FL 33324-2038**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Drainage Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate Property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on drainage facilities. Please review the enclosed drainage analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with the City's stormwater management criteria, including on-site retention and/or detention, conformance with South Florida Water Management District (SFWMD) standards, and adherence to applicable floodplain and elevation requirements. The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Road Protection	Residential streets not greater than fifty feet wide rights-of-way to have crown elevations no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map." Rights-of-way greater than fifty feet wide to have an ultimate edge of pavement no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map."
Building Elevations	To have the lowest floor elevation no lower than the elevation for the respective area depicted on the "100 Year Flood Elevation Map", the FEMA Base Flood Elevation for the area or the site- specific 100-yr, 3-day design storm stage, whichever is highest. Off Site Discharge Not to exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Storm Sewers	Design frequency minimum to be three-year rainfall intensity of the State Department of Transportation Zone 10 rainfall curves.

Flood Plain Routing	Calculated flood elevations based on the ten-year and one hundred-year return frequency rainfall of three-day duration shall not exceed the corresponding elevations of the ten year "FEMA Flood Map" and the "100-Year Flood Elevation Map."
Antecedent Water Level	The elevation depicted on the map "Average Wet Season Water Levels".
On Site Storage	Minimum capacity above antecedent water level and below flood plain routing elevations to be designed rainfall volume minus off site discharge occurring during design rainfall, except for the 100-yr, 3-day design storm event, which is zero discharge.
Water Quality	Prior to discharge to surface or ground water, 80% or 95% reductions in pollutant load must be achieved based on the rebuttable presumptions of the water quality treatment criteria.

2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The subject property is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City's municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

Surface water management within the amendment area is also subject to the permitting requirements and drainage criteria of the South Florida Water Management District (SFWMD) and other applicable regulatory agencies.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City's development review process and detailed engineering design phase.

All project-specific drainage improvements required to accommodate the proposed development, maintain adopted stormwater level-of-service standards, and comply with applicable City of Deerfield Beach and South Florida Water Management District (SFWMD) requirements will be constructed as part of the development and funded by the developer.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County, and SFWMD stormwater management requirements.

Accordingly, no SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

Name: Johana Narvaez, M.S.E.E.,
Environmental Program Manager

Agency: Broward County Public Works and Environmental Services Department

Phone: (954) 519- 0318

Address: 1 North University Drive, Mailbox 201, Plantation, FL 33324-2038



Transportation Department

TRANSIT DIVISION - Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

VIA EMAIL

August 13, 2026

Michael Amodio, AICP
Keith
Principal Planner, Associate

RE: Land Use Plan Amendment (LUPA) – Deerfield City Center Project – Transit
Verification Letter

Michael Amodio,

Broward County Transit (BCT) has reviewed your correspondence dated July 22, 2026, regarding the proposed Land Use Plan Amendment (LUPA) for the Deerfield City Center Project, Deerfield Beach, FL 33441, located south of SW 10 Street between the ramp from I-95 and SW 11th Way for current and planned transit service. The transit service provided within a quarter mile walking distance of the amendment site is limited to the Deerfield Beach community shuttles Express I (BCT 728) and Express II (BCT 729). Please refer to the following table for detailed information.

The first row lists the column headings: Bus Route, Days of Service, Service Span, and Service Frequency. The second row details service for the Deerfield Beach Express I community shuttle on weekdays and Saturdays line by line. For example, on weekdays the Deerfield Beach Express I community shuttle runs 8:00 a.m. – 4:00 p.m. with a frequency of 60 minutes.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
Deerfield Beach Express I – BCT 728	Weekday Saturday	8:00 a.m. – 4:00 p.m. 8:00 a.m. – 4:00 p.m.	60 minutes 60 minutes
Deerfield Beach Express II – BCT 729	Weekday Saturday	8:00 a.m. – 4:00 p.m. 8:00 a.m. – 4:00 p.m.	60 minutes 60 minutes



Transportation Department

TRANSIT DIVISION - Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

BCT can accommodate additional transit demand, as described in the Mass Transit Analysis, with planned fixed route and community shuttle service to the amendment site.

BCT is in the process of finalizing the Transit**FORWARD** 2040 Vision Plan. This plan proposes fixed route bus improvements, including shorter headways and increased span of service on weekdays and weekends, in addition to new service types like demand-response County-wide. The development of the subject property will be considered for its support in the utilization of public transit services by enhancing the transit propensity along SW 10th Street in the City of Deerfield Beach. The subject property will be noted as a key area of development for possible service expansion and/or new service once it is completed in conjunction with a transit service market analysis. The proposed development will provide safe circulation routes for pedestrians and bicycles including transit connectivity between existing sidewalks and proposed future bus stops.

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

Please feel free to call me at 954-357-5481 or email me at dacohen@broward.org if you require any additional information or clarification on this matter.

Sincerely,

Daniel Cohen

Daniel Cohen
Service Planner
Service and Strategic Planning – Broward County Transit

July 22, 2026

**Yaroslav Concepcion, Director of Environmental Services
Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Email: yconcepcion@deerfieldbeachfl.gov
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Potable Water Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate the property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on potable water facilities. Please review the enclosed analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan.

RESPONSE: The subject site is served by the City of Deerfield Beach potable water system, with water supply supported through available regional water resources and facilities, including . , the City's potable water service supply from the City of Deerfield Beach and BWWS District 2 wellfields and water treatment facilities.

The City adopted potable water level of service (LOS) standards of 170 gallons per capita per day (gpcd), as set forth in the City of Deerfield Beach Utilities Element (Sec. 5.2.4.4) and Sec. 4.3.2 of the Deerfield Beach 2020 Comprehensive Water Supply Facilities Work Plan, adopted November 15, 2022.

2. Provide the adoption date of the local government's 10 Year Water Supply Facilities Plan.

RESPONSE: The City's of Deerfield Beach's 2020 Comprehensive Water Supply Facilities Work Plan (10-Year Water Supply Facilities Plan) was adopted on November 15, 2022, as part of the City's comprehensive planning process to ensure adequate water supply and facility capacity to meet projected demands within the planning horizon.

3. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

RESPONSE: The subject property is served by the City of Deerfield Beach potable water system. Potable water treatment is provided through the City of Deerfield Beach West Water Treatment Plant (West WTP), which has a current permitted treatment capacity of 23.6 million gallons per day (MGD). Based on the City of Deerfield Beach Water Supply

Facilities Work Plan, the current and committed demand for the West WTP is approximately 10.41 MGD.

The potable water supply supporting the City's system is obtained through permitted groundwater withdrawals authorized by the South Florida Water Management District (SFWMD). The Broward County North Regional Wellfield serving the area has an SFWMD permitted withdrawal capacity of 14.15 MGD pursuant to SFWMD Water Use Permit No. 06-00082-W. Current and committed demand associated with the permitted withdrawal is approximately 10.41 MGD, resulting in approximately 3.74 MGD of remaining permitted capacity. The SFWMD permit is currently scheduled to expire on March 14, 2029.

The City of Deerfield Beach Water Supply Facilities Work Plan demonstrates that adequate potable water supplies, treatment capacity, and related infrastructure are available to accommodate existing and projected development within the City's service area throughout the planning horizon.

Table 5: PLANT CAPACITY & DEMAND – POTABLE WATER

Item	Value
Current Plant Capacity (West WTP)	23.6 MGD
Current and Committed Plant Demand	10.41 MGD ¹
SFWMD Permitted Withdrawal	14.15 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

¹ Demand per Table 5.11: Projected Population and Water Demand – City Service Area, as summarized in the November 2021 Water Supply Facilities Work Plan.

Table 6: WELLFIELDS (Broward County North Regional Wellfield)

Item	Value
Capacity (SFWMD Permitted Withdrawal)	14.15 MGD
Current + Committed Demand	10.41 MGD
Remaining Capacity	3.74 MGD
Expiration Date of SFWMD Permit (No. 06-00082-W)	March 14, 2029

City of Deerfield Beach Water Supply Facilities Work Plan (November 2021)

4. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

TABLE 7: POTABLE WATER IMPACT

Based on the potable water demand factors established by Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, generating an estimated potable water demand of 27,750 gallons per day (GPD), calculated at 250 GPD per dwelling unit.

The proposed amendment would permit development consisting of 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial uses. Estimated potable water demand is calculated as follows:

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – Residential	150 Dus × 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms × 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x .2 GPD/sf	28,800 GPD
Total Proposed Potable Water Demand		84,300GPD
Net Change in Potable Water Demand	84,300 – 27,500	+56,550 GPD

Source: Broward County Code of Ordinances

The total proposed potable water demand is estimated at 84,300 GPD. Compared to the existing demand of 27,750 GPD, the proposed amendment would result in a net increase of approximately 56,550 GPD of potable water demand.

5. Correspondence from potable water provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit ‘O’ for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services
 Agency: Deerfield Beach Environmental Services/Engineering Dept.
 Ph: 954-250-4290
 Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

July 22, 2026

**Yaroslav Concepcion, Director of Environmental Services
City of Deerfield Beach Environmental Services Department
200 Goolsby Boulevard, Deerfield Beach, FL 33442
dfbenv@deerfield-beach.com
954-480-4400**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Sanitary Sewer Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate the property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on Sanitary Sewer Facilities. Please review the enclosed sanitary sewer analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

B. Sanitary Sewer

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

RESPONSE: The adopted level of service for sanitary sewer in the City of Deerfield Beach is established in the City’s Utilities Element and adopted comprehensive planning documents at 105.7 gallons per capita per day (gpcd) based on annual average daily flow for the permanent population.

This level of service factor represents the City’s adopted wastewater generation standard and includes both residential and non-residential wastewater flows associated with development within the City’s service area.

The sanitary sewer level of service standard is used for evaluating the adequacy of wastewater treatment capacity and infrastructure availability associated with proposed development and land use amendments.

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

RESPONSE: The amendment area is served by the Broward County North Regional Wastewater Treatment Plant (NRWWTP), which has a permitted treatment capacity of 95.0 MGD. Broward County’s adopted Water Supply Facilities Work Plan reports an annual average daily flow of 72.8 MGD at the facility.

No additional wastewater treatment plant capacity expansions are identified as necessary for the City of Deerfield Beach within the current planning horizon. Available reserved treatment capacity at the NRWWTP is sufficient to accommodate projected wastewater flows, including the proposed amendment. Any future improvements, if required, will be addressed through the applicable capital improvements planning process and identified funding sources.

TABLE 8: SANITARY SEWER CAPACITY
Broward County North Regional Wastewater Treatment Plant (NRWWTP)

Item	Capacity, Flow, or Allocation (MGD)
Plant Capacity	
NRWWTP Permitted Treatment Capacity	95.0 MGD
Reserved Capacity by BC & Municipalities	87.015 MGD
NRWWTP Annual Average Daily Flow (2024)	72.8 MGD*
Reserved Capacity	

Deerfield Beach Reserved Capacity (2030)	8.0 MGD
Deerfield Beach Reserved Capacity (2045)	9.0 MGD
Existing / Projected Demand	
Deerfield Beach Projected Flow (2030)	6.25 MGD
Deerfield Beach Projected Flow (2045)	6.43 MGD
Capacity Status	Sufficient Capacity Available

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

*Per Broward County Water Supply Facilities Work Plan adopted March 3, 2026

The City Comprehensive Plan Utilities Element provides projected average daily wastewater flows and reserved treatment capacities for the City through 2045. The projections indicate that future wastewater flows remain below the City's reserved capacity allocation at the North Regional Wastewater Treatment Plant.

Year	Projected Flow	Reserved Capacity	Available Capacity
2030	6.25 MGD	8.0 MGD	1.75 MGD
2045	6.43 MGD	9.0 MGD	2.57 MGD

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

The City of Deerfield Beach Utilities Element identifies 87.015 MGD of reserved treatment capacity allocated among Broward County and participating municipalities. Deerfield Beach's reserved treatment capacity is 8.0 MGD in 2030 and 9.0 MGD in 2045, while projected average daily wastewater flows are 6.25 MGD and 6.43 MGD, respectively.

Because projected flows remain below the City's reserved treatment capacity allocation throughout the current and future planning horizon, adequate wastewater treatment capacity exists to serve the proposed amendment.3. Identify the net impact on sanitary sewer demand, based on the adopted level of service.

TABLE 9: SANITARY SEWER IMPACT

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – High Residential	150 Dus x 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms x 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x 0.2 GPD/sf	28,800 GPD
Total Proposed Sewer Demand		84,300 GPD
Net Change in Sewer Demand	84,300-27,750	+56,550 GPD

Source: Broward County Code of Ordinances

Based on the demand factors established in the Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, which generate an estimated sanitary sewer demand of 27,750 GPD.

The proposed amendment would permit 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial development, generating an estimated sanitary sewer demand of 84,300 GPD.

Accordingly, the proposed amendment would result in a net increase of 56,550 GPD in sanitary sewer demand.

4. Correspondence from the sanitary sewer provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit 'O' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services

Agency: Deerfield Beach Environmental Services/Engineering Dept.

Ph: 954-250-4290

Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

August 13, 2026

**Yaroslav Concepcion, Director of Environmental Services
City of Deerfield Beach Environmental Services Department
200 Goolsby Boulevard, Deerfield Beach, FL 33442
dfbenv@deerfield-beach.com
954-480-4400**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Sanitary Sewer Analysis

To Whom it may Concern,

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The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate the property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on Sanitary Sewer Facilities. Please review the enclosed sanitary sewer analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

B. Sanitary Sewer

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

RESPONSE: The adopted level of service for sanitary sewer in the City of Deerfield Beach is established in the City's Utilities Element and adopted comprehensive planning documents at 105.7 gallons per capita per day (gpcd) based on annual average daily flow for the permanent population.

This level of service factor represents the City's adopted wastewater generation standard and includes both residential and non-residential wastewater flows associated with development within the City's service area.

The sanitary sewer level of service standard is used for evaluating the adequacy of wastewater treatment capacity and infrastructure availability associated with proposed development and land use amendments.

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

RESPONSE: The City of Deerfield owns and maintains the collection and conveyance of sewer discharge. The City has no treatment facility, however, the amendment area is served by the Broward County North Regional Wastewater Treatment Plant (NRWWTP), which has a permitted treatment capacity of 95.0 MGD. Broward County's adopted Water Supply Facilities Work Plan reports an annual average daily flow of 72.8 MGD at the facility.

No additional wastewater treatment plant capacity expansions are identified as necessary for the City of Deerfield Beach within the current planning horizon. Available reserved treatment capacity at the NRWWTP is sufficient to accommodate projected wastewater flows, including the proposed amendment. Any future improvements, if required, will be addressed through the applicable capital improvements planning process and identified funding sources.

TABLE 8: SANITARY SEWER CAPACITY
Broward County North Regional Wastewater Treatment Plant (NRWWTP)

Item	Capacity, Flow, or Allocation (MGD)
Plant Capacity	
NRWWTP Permitted Treatment Capacity	95.0 MGD
Reserved Capacity by BC & Municipalities	87.015 MGD

NRWWTP Annual Average Daily Flow (2024)	72.8 MGD*
Reserved Capacity	
Deerfield Beach Reserved Capacity (2030)	8.0 MGD
Deerfield Beach Reserved Capacity (2045)	9.0 MGD
Existing / Projected Demand	
Deerfield Beach Projected Flow (2030)	6.25 MGD
Deerfield Beach Projected Flow (2045)	6.43 MGD
Capacity Status	Sufficient Capacity Available

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

*Per Broward County Water Supply Facilities Work Plan adopted March 3, 2026

The City Comprehensive Plan Utilities Element provides projected average daily wastewater flows and reserved treatment capacities for the City through 2045. The projections indicate that future wastewater flows remain below the City's reserved capacity allocation at the North Regional Wastewater Treatment Plant.

Year	Projected Flow	Reserved Capacity	Available Capacity
2030	6.25 MGD	8.0 MGD	1.75 MGD
2045	6.43 MGD	9.0 MGD	2.57 MGD

Source: City of Deerfield Comprehensive Plan: Utilities Element: Table 5.6

The City of Deerfield Beach Utilities Element identifies 87.015 MGD of reserved treatment capacity allocated among Broward County and participating municipalities. Deerfield Beach's reserved treatment capacity is 8.0 MGD in 2030 and 9.0 MGD in 2045, while projected average daily wastewater flows are 6.25 MGD and 6.43 MGD, respectively.

Because projected flows remain below the City's reserved treatment capacity allocation throughout the current and future planning horizon, adequate wastewater treatment capacity exists to serve the proposed amendment.3. Identify the net impact on sanitary sewer demand, based on the adopted level of service.

TABLE 9: SANITARY SEWER IMPACT

Use	Rate / Calculation	Total
Current – Medium High Residential	111 Dus x 250 GPD/DU	27,750 GPD
Proposed – High Residential	150 Dus × 250 GPD/DU	37,500 GPD
Proposed – Hotel	120 rooms × 150 GPD/room	18,000 GPD
Proposed – Commercial	144,000 sf x 0.2 GPD/sf	28,800 GPD
Total Proposed Sewer Demand		84,300 GPD

Net Change in Sewer Demand	84,300-27,750	+56,550 GPD
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Source: Broward County Code of Ordinances & City of Deerfield Comprehensive Plan

Based on the demand factors established in the Broward County Code of Ordinances, the existing Medium High Residential land use designation permits 111 dwelling units, which generate an estimated sanitary sewer demand of 27,750 GPD.

The proposed amendment would permit 150 residential dwelling units, 120 hotel rooms, and 144,000 square feet of commercial development, generating an estimated sanitary sewer demand of 84,300 GPD.

Accordingly, the proposed amendment would result in a net increase of 56,550 GPD in sanitary sewer demand.

4. Correspondence from the sanitary sewer provider verifying the information submitted.

RESPONSE: Will be provided. See Exhibit 'P' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services

Agency: Deerfield Beach Environmental Services/Engineering Dept.

Ph: 954-250-4290

Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

July 22, 2026

CHAD E. GRECSEK, MBA, LEED AP
Director of Municipal Services
954.250.4350
401 SW 4th Street, Deerfield Beach FL 33441
[**cgrecsek@deerfieldbeachfl.gov**](mailto:cgrecsek@deerfieldbeachfl.gov)

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Solid Waste Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate Property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on solid waste facilities. Please review the enclosed solid waste analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

C. Solid Waste

1. Provide the solid waste level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach’s adopted level of service for solid waste collection is 5.4 lbs per capita per day and 7.0 lbs per capita per day for disposal.

2. Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

RESPONSE: The City has contracted Waste Connections, Inc. for solid waste processing, transportation and disposal of municipal solid waste. Recycling materials are delivered by the city to Waste Management’s Transfer Station in Deerfield Beach.

The city is served by the Waste Connection’s solid waste transfer operations with final disposal occurring at the John E. Drury (JED) landfill in Saint Cloud, Florida.

The city sends approximately 72,000 tons per year to this facility. The JED landfill has total remaining disposal capacity of approximately 3,836,210 tons through 2032. The total permitted capacity of the JED landfill is approximately 52,215,585 tons.

Per Table 5.9 of the City’s Solid Waste Sub-Element, the City’s projected solid waste generation is 115,000 tons per year in 2030 and 118,665 tons per year in 2040.

The City’s projected solid waste generation remains within the available capacity of the JED landfill throughout the planning horizon. No additional landfill capacity expansions are identified as necessary to accommodate projected solid waste generation during the planning period

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

The proposed amendment results in an estimated net increase of approximately 434.81tons per year, which represents less than 1% of the City’s projected 2030 and 2040 solid waste generation and approximately 0.011% of the landfill’s remaining disposal capacity therefore, solid waste LOS is maintained.

TABLE 10: SOLID WASTE IMPACT	Existing / Adopted System Capacity (Comp Plan)	Projected Overall Impact (with Proposed Project)	Net Change Attributable to Project
City Annual Solid Waste Sent to System	~72,000 tons/year (Citywide)	72,434.81 tons/year (Citywide + project increment)	+434.81 tons/year

Landfill Available Capacity (Annual Throughput Capacity)	3,836,210 tons/of available capacity through 2032	3,836,210 tons/year (unchanged; project is an increment to demand)	Project increment = 0.011% of annual landfill capacity
Landfill Total Capacity	52,215,585 tons total capacity	52,215,585 tons (unchanged)	De minimis relative to total capacity
City Projected Solid Waste Generation (2030)	115,000 tons/year (City projection)	115,434.81 tons/year (projection + project increment)	+434.81 tons/year (0.378% of 2030 projection)
City Projected Solid Waste Generation (2040)	118,665 tons/year (City projection)	119,099.81 tons/year (projection + project increment)	+434.81 tons/year (0.366% of 2040 projection)

RESPONSE: Based on the City's adopted solid waste level of service and the capacity information contained in the Solid Waste Sub-Element, the proposed amendment would generate an estimated net increase of 434.81 tons per year of solid waste.

As shown in Table 10, this increase represents approximately 0.378% of the City's projected 2030 solid waste generation, 0.366% of the City's projected 2040 solid waste generation, and approximately 0.011% of the landfill's remaining disposal capacity.

Accordingly, adequate solid waste capacity exists to accommodate the proposed amendment while maintaining the adopted level of service.

4. Correspondence from the solid waste provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification

RESPONSE: Will be provided. See Exhibit 'Q' for correspondence.

Name: CHAD E. GRECSEK, MBA, LEED AP

Agency: Director of Municipal Services, City of Deerfield Beach

Phone: 954-250-4350

Email: cgregcsek@deerfieldbeachfl.gov

Address : 401 SW 4th Street, Deerfield Beach FL 33441

August 7, 2026

**Yaroslav Concepcion, Director of Environmental Services
Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Email: yconcepcion@deerfieldbeachfl.gov
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Drainage Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate Property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on drainage facilities. Please review the enclosed drainage analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with the City's stormwater management criteria, including on-site retention and/or detention, conformance with South Florida Water Management District (SFWMD) standards, and adherence to applicable floodplain and elevation requirements. The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Road Protection	Residential streets not greater than fifty feet wide rights-of-way to have crown elevations no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map." Rights-of-way greater than fifty feet wide to have an ultimate edge of pavement no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map."
Building Elevations	To have the lowest floor elevation no lower than the elevation for the respective area depicted on the "100 Year Flood Elevation Map", the FEMA Base Flood Elevation for the area or the site- specific 100-yr, 3-day design storm stage, whichever is highest. Off Site Discharge Not to exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Flood Plain Routing	Calculated flood elevations based on the ten-year and one hundred-year return frequency rainfall of three-day duration shall not exceed the corresponding elevations of the ten year "FEMA Flood Map" and the "100-Year Flood Elevation Map."

Antecedent Water Level	The elevation depicted on the map “Average Wet Season Water Levels”.
On Site Storage	Minimum capacity above antecedent water level and below flood plain routing elevations to be designed rainfall volume minus off site discharge occurring during design rainfall, except for the 100-yr, 3-day design storm event, which is zero discharge.
Water Quality	Prior to discharge to surface or ground water, 80% or 95% reductions in pollutant load must be achieved based on the rebuttable presumptions of the water quality treatment criteria.

2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The offsite portion of this development is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City’s municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

The onsite private property portion of this development is designed to meet State (SFWMD), Broward County (BCRED), and City of Deerfield Beach drainage criteria.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City’s development review process and detailed engineering design phase.

The current proposed drainage system includes exfiltration trench and an underground storage system used to meet drainage criteria dictated by the State/County. This proposed system will meet water quality standards and stormwater attenuation to not affect or impact any adjacent developments/properties. This includes maintaining the 25 and 100 year-3-day storm events as set by the State.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD and Broward County Surface Water License. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County, and SFWMD stormwater management requirements.

Accordingly, no existing SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See Exhibit 'R' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

August 7, 2026

**Johana Narvaez, M.S.E.E.,
Environmental Program Manager
Broward County Public Works and Environmental Services Department
Ph: (954) 519- 0318
1 North University Drive, Mailbox 201, Plantation, FL 33324-2038**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Drainage Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

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The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on drainage facilities. Please review the enclosed drainage analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with the City's stormwater management criteria, including on-site retention and/or detention, conformance with South Florida Water Management District (SFWMD) standards, and adherence to applicable floodplain and elevation requirements. The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Road Protection	Residential streets not greater than fifty feet wide rights-of-way to have crown elevations no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map." Rights-of-way greater than fifty feet wide to have an ultimate edge of pavement no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map."
Building Elevations	To have the lowest floor elevation no lower than the elevation for the respective area depicted on the "100 Year Flood Elevation Map", the FEMA Base Flood Elevation for the area or the site- specific 100-yr, 3-day design storm stage, whichever is highest. Off Site Discharge Not to exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Flood Plain Routing	Calculated flood elevations based on the ten-year and one hundred-year return frequency rainfall of three-day duration shall not exceed the corresponding elevations of the ten year "FEMA Flood Map" and the "100-Year Flood Elevation Map."

Antecedent Water Level	The elevation depicted on the map "Average Wet Season Water Levels".
On Site Storage	Minimum capacity above antecedent water level and below flood plain routing elevations to be designed rainfall volume minus off site discharge occurring during design rainfall, except for the 100-yr, 3-day design storm event, which is zero discharge.
Water Quality	Prior to discharge to surface or ground water, 80% or 95% reductions in pollutant load must be achieved based on the rebuttable presumptions of the water quality treatment criteria.

2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The offsite portion of this development is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City's municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

The onsite private property portion of this development is designed to meet State (SFWMD), Broward County (BCRED), and City of Deerfield Beach drainage criteria.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City's development review process and detailed engineering design phase.

The current proposed drainage system includes exfiltration trench and an underground storage system used to meet drainage criteria dictated by the State/County. This proposed system will meet water quality standards and stormwater attenuation to not affect or impact any adjacent developments/properties. This includes maintaining the 25 and 100 year-3 day storm events as set by the State.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD and Broward County Surface Water License. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County, and SFWMD stormwater management requirements.

Accordingly, no existing SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

Name: Johana Narvaez, M.S.E.E.,
Environmental Program Manager

Agency: Broward County Public Works and Environmental Services Department

Phone: (954) 519- 0318

Address: 1 North University Drive, Mailbox 201, Plantation, FL 33324-2038

August 13, 2026

**Yaroslav Concepcion, Director of Environmental Services
Deerfield Beach Environmental Services/Engineering Dept.
Ph: 954-250-4290
Email: yconcepcion@deerfieldbeachfl.gov
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Drainage Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), and the City of Deerfield Beach (Owner/Applicant), KEITH is preparing and processing a Small Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property: 484212530010

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The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on drainage facilities. Please review the enclosed drainage analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicant proposes to amend the City's Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

D. Drainage

1. Provide the drainage level of service per the adopted and certified local land use plan.

RESPONSE: The City of Deerfield Beach Utilities Element establishes the drainage level of service (LOS) as the requirement that stormwater runoff generated by new development be managed on-site so that post-development runoff rates and volumes do not adversely impact downstream drainage systems or adjacent properties. The adopted LOS is met through compliance with Chapter 62-40.432, F.A.C. and the Environmental Resource Permit regulations of the FDEP, South Florida Water Management District, Broward County and the Florida Building Code.

The adopted drainage LOS standards are summarized below.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Policy UT 3.1.1.a.	Stormwater peak discharge quantity shall be determined from a three day 25 year design storm. Peak discharge rates shall not exceed 35 cubic feet per second per square mile. In no case shall off-site discharge exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Policy UT 3.1.1.b	Flooding in new structures will be minimized by requiring the lowest floor elevation of the building to be no lower than the elevation for the respective area depicted on the 100-Year Flood Elevation Map or the FEMA Base Flood Elevation, whichever is higher.
Policy UT 3.1.1.c	Street flooding will be minimized by requiring that new or reconstructed residential streets (with 50-ft. or less wide rights-of-way) to have crown elevations no lower than the elevation for the respective area depicted on the ten year "Flood Criteria Map". Rights of way greater than 50 feet wide shall have an ultimate edge of pavement no lower than the elevation for the respected area

depicted on the 10 year “Flood Criteria Map”.

Policy UT 3.1.1.d	Stormwater discharges are presumed to not cause or contribute to violations of water quality standards when the minimum level of stormwater treatment set forth in Chapter 62-40, F.A.C., is achieved.
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Policy UT 3.3.8	Stormwater management systems and BMPs in new developments shall meet the minimum level of stormwater treatment in Section 62-40.432, F.A.C., to ensure that State water quality standards in Chapter 62-302, FAC, are met as .
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Policy UT 3.5.1	new developments and redevelopment shall meet all stormwater management requirements of Chapters 62-330 and 62-40.432, Florida Administrative Code, as necessary.
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2. Identify the drainage district and drainage systems serving the amendment area.

RESPONSE: The offsite portion of this development is within the drainage service area of district managed by the City of Deerfield Beach. Stormwater runoff from the amendment area is conveyed through the City’s municipal drainage system, which consists of local drainage conveyances, stormwater collection facilities, and associated water quality and flood-control infrastructure.

The onsite private property portion of this development is designed to meet State (SFWMD), Broward County (Surface Water Management Licensing Program), and City of Deerfield Beach drainage criteria. Projects located in Broward County receive ERP approval directly from Broward County in lieu of SFWMD.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

RESPONSE: No specific drainage capital improvements have been identified for the amendment area at this time. Any drainage improvements necessary to serve the proposed development and maintain the adopted drainage level of service will be evaluated and finalized during the City’s development review process and detailed engineering design phase.

The current proposed drainage system includes exfiltration trench and an underground storage system used to meet drainage criteria dictated by the State and County. This proposed system will meet water quality standards and stormwater attenuation to not affect or impact any adjacent developments/properties. This includes maintaining the 25 and 100 year-3-day storm events as set by the State and County.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

RESPONSE: No Surface Water Management Permit application has been submitted to, nor approved by, the South Florida Water Management District (SFWMD), Broward County (Surface Water License) or any independent drainage district in connection with this land use plan amendment.

The applicant anticipates obtaining all required surface water management approvals during the subsequent development review and engineering design process, including any permits required by SFWMD and Broward County Surface Water License. The surface water management system will be designed to comply with all applicable City of Deerfield Beach, Broward County (Surface Water Management Licensing Program), and SFWMD stormwater management requirements.

Accordingly, no existing SFWMD permit number or application number is available at this time.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and weirs, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

RESPONSE: Development within the site will be required to meet the drainage standards of the city, Broward County (Surface Water Management Licensing Program) and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.



Engineering Inspired Design.

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See Exhibit 'R' for correspondence.

Name: Yaroslav Concepcion, Director of Environmental Services

Agency: Deerfield Beach Environmental Services/Engineering Dept.

Ph: 954-250-4290

Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442



July 22, 2026

**Jason McKoy, Staff Engineer
Broward County Transit Division
1 North University Drive, Suite 3100A
Plantation, Florida 33324
Jmmckoy@broward.org
954-357-8856**

RE: Deerfield City Center - Land Use Plan Amendment

Verification of Mass Transit Analysis

To Whom it may Concern,

On behalf of MBA Development Partners Of Florida LLC ("Applicant"), KEITH is preparing and processing a Small-Scale Future Land Use Plan Amendment for the +/- 3.75 net acre property located at 1045 SW 11th (collectively referred to as "Property"), east of Interstate 95. The Broward County Property Appraiser has assigned the following property ID numbers to the Property:

- 484212530010

The Property is currently designated Community Facility (CF) on the City's Future Land Use Map and Medium Residential (MR-16) on the County's Land Use Plan. Applicants propose amending the City's Future Land Use Plan to designate the Property Commercial (C), and to amend the County Land Use Plan to designate the property as Commerce.

The Broward County Planning Council requires public facility service providers to review and verify the concurrency analysis regarding the proposed future land use designation amendment and assessment of the impacts of the proposed amendment on mass transit facilities. Please review the enclosed analysis and verify the requested information.

Thank you for your assistance with this matter.

Respectfully Submitted,

Michael Amodio

Michael Amodio, AICP
Principal Planner III / KEITH

CC: Juan Carlos Ayala, Capital Group
Sara Polo, Capital Group

Existing and Proposed Uses

Current and Proposed Land Use Designation

The Property is currently designated Community Facility (CF), on the City’s Future Land Use Map and Medium Residential (MR-16) on the County’s Land Use Plan. Applicant proposes to amend the City’s Future Land Use Plan to designate the Property Commercial, and to amend the County Land Use Plan to designate the Property Commerce.

Proposed Use

The Property is proposed to be used for mixed use residential development with a maximum of 150 dwelling units, a hotel up to 120 rooms, an event space, office tower, restaurants, and commercial areas.

G. Mass Transit

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one- quarter of a mile.

RESPONSE: The amendment area is served by Broward County Transit fixed-route bus service within one-quarter mile, including east–west routes operating along Hillsboro Boulevard and Copans Road. Regional rail service is available elsewhere in the City of Deerfield Beach via Tri-Rail.

The City of Deerfield Beach does not operate a municipal bus or community shuttle service. Public transit within the city is provided by Broward County Transit through fixed-route bus service operating along major roadway corridors.

According to current Broward County Transit (BCT) route information, the following mass transit stops service the amendment area:

Mass Transit Stops (within ¼ mile)				
Stop Name (Street Location)	Route	Route Number	Direction	Typical Headway
SW 10 th St & Powerline Rd	Copans Road	10	Eastbound	30-60 Mins
SW 10 th St & Powerline Rd	Copans Road	10	Westbound	30-60 Mins
Hillsboro Blvd & Dixie Hwy	Hillsboro Blvd	92	Eastbound	20-30 Mins
Hillsboro Blvd & Dixie Hwy	Hillsboro Blvd	92	Westbound	20-30 Mins
US 1 (Federal Hwy) near SW 10 th St	US 1 Corridor	Multiple	Northbound	20-30 Mins
US 1 (Federal Hwy) near SW 10 th St	US 1 Corridor	Multiple	Southbound	20-30 Mins

- *Broward County Transit operates multiple local bus stops along SW 10th Street, Hillsboro Boulevard, and US 1, all of which are located within one-quarter mile of the amendment area.*
- *BCT Route 10 (Copans Road) provides east–west service south of the site, while Route 92 (Hillsboro Boulevard) provides east–west service north of the site.*
- *North–south connectivity is available via BCT routes operating along US 1, accessible from SW 10th Street.*

2. Describe how the proposed amendment furthers or supports mass transit use.

RESPONSE: The proposed amendment supports mass transit use by locating development within one-quarter mile of existing Broward County Transit routes, providing convenient access to fixed-route bus service along major east–west and north–south corridors. The amendment reinforces development patterns that are compatible with transit service, promotes multimodal transportation, encourages pedestrian connectivity to nearby transit facilities, reduces reliance on single-occupant vehicle trips, and is consistent with City and County planning objectives

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

RESPONSE: Will be provided. See attached Exhibit ‘S’ for correspondence.

Name: Jason McKoy
Title: Staff Engineer
Agency: Broward County Transit Division
Phone: 954-357-8856
Email: Jmmckoy@broward.org
Address: 1 North University Drive, Suite 3100A
Plantation, Florida 33324

August 7, 2026

City of Deerfield Beach
Heather Waldstein AICP
Assistant Director
Planning and Development Services

RE: REZONING: Deerfield City Center – 1045 SW 11th Way
KEITH Project No.: 12796.01

On behalf of the Applicant, MBA Development Partners of Florida, LLC, and the property owner, City of Deerfield Beach, KEITH respectfully requests approval of a rezoning of approximately 3.75 acres (163,515 square feet) from the existing Community Facilities (CF) zoning district to a Planned Development District (PDD). The subject property is located at 1045 SW 11th Way, within the City of Deerfield Beach, Broward County, Florida.

The requested rezoning is necessary to facilitate the implementation of a mixed-use Public-Private Partnership (P3) redevelopment project authorized by the City Commission through Resolution No. 2023-048. That resolution approved a Purchase and Sale Agreement authorizing the Applicant to pursue land use, zoning, plat, and site plan approvals on behalf of the City. The Planned Development District (PDD) zoning designation is required to accommodate the integrated, vertically, mixed-use, and master-planned nature of the proposed redevelopment, which includes civic, office, residential, hotel, event, and supporting commercial uses.

The subject property is currently designated Community Facility on the City of Deerfield Beach Future Land Use Map. As part of the overall redevelopment strategy, the project includes a companion Future Land Use Plan Amendment (FLUMA) to amend the Future Land Use designation from Community Facility to Commercial, consistent with the proposed PDD zoning framework.

Project Location & Existing Conditions

The subject property consists of approximately 3.75 acres of vacant, City-owned land located west of FAU Research Boulevard and immediately east of Interstate 95, with frontage and access from SW 11th Way. The site is situated within a highly accessible and urbanized area of the city, and benefits from its proximity to major transportation corridors, including Interstate 95, SW 10th Street, U.S. Highway 1, and Dixie Highway. The property's strategic location provides convenient regional connectivity and supports its redevelopment as a mixed-use destination within the City.



www.KEITHteam.com

Surrounding land uses include:

Direction	Zoning District(s)	Zoning Description (per City Legend)	Relationship with Subject Site
North	B-2 – Business, Highway	General commercial and highway-oriented business uses	Commercial zoning is located north of the subject site, supporting higher-intensity, non-residential development patterns along major corridors.
East	B-2 - Business, Highway RM-10 - Multi-Family RM-15 –Multi-Family	Community- and highway-oriented commercial uses with medium- and higher-density multi-family residential districts beyond	Represents a transition from commercial corridor development to multi-family residential uses, consistent with a mixed-use urban context.
South	RS-5 –Single-Family S – Open Space	Single-family residential Open Space	Single-family residential areas are separated from the subject site by intervening zoning districts and roadway infrastructure, limiting direct land use conflicts.
West	B-2 – Business, Highway Interstate 95	commercial and transportation use	Interstate 95 provides a significant physical and visual separation between the subject site and western properties, supporting compatibility with higher-intensity uses.

The site's strategic location adjacent to regional transportation facilities makes it particularly well suited for a high-intensity, mixed-use redevelopment project that consolidates municipal functions while supporting employment, residential, hospitality, commercial, and civic activity. The property's accessibility and visibility further enhance its suitability for the type of integrated development envisioned through the proposed Public-Private Partnership (P3) initiative.

The subject property is currently governed by the Community Facilities (CF) zoning district, which limits development flexibility and does not accommodate the scale, intensity, or integrated mix of uses proposed as part of the P3 redevelopment. The requested rezoning to PDD will establish a unified regulatory framework that permits coordinated site planning, integrated building design, shared infrastructure, efficient internal circulation, and phase implementation of the project.

The proposed PDD zoning designation is intended to facilitate a cohesive, master-planned development that achieves the City's economic development, municipal service, housing, and redevelopment objectives while ensuring compatibility with surrounding land uses and development patterns.

The Applicant believes the proposed rezoning is consistent and compatible with the and furthers the Goals, Objectives, Policies of the City of Deerfield Beach Comprehensive Plan, as demonstrated in the consistency analysis below.

Project History

The subject property was identified by the City of Deerfield Beach as a strategic redevelopment opportunity suitable for implementation through a Public-Private Partnership (P3). Pursuant to City Commission direction, a city approved Purchase and Sale Agreement authorizing MBA Development Partners of Florida, LLC to pursue



the planning, entitlement, and redevelopment of the property in furtherance of the City's economic development and municipal service objectives.

The proposed redevelopment project represents the culmination of that planning effort and implements the City's vision for transforming an underutilized municipal asset into a vibrant mixed-use destination. Through the integration of public and private investment, the project is intended to enhance economic activity, expand housing opportunities, improve municipal facilities, and create a catalyst for continued redevelopment within the surrounding area.

Proposed Development Program

The Deerfield Beach – Mixed Use Development @ FAU Blvd P3 Project is envisioned as a vertically integrated, civic-oriented mixed-use development organized around a structured parking podium and coordinated site design. The project is intended to create a dynamic live-work-stay environment that combines civic, office, residential, hospitality, event, and supporting commercial uses within a unified development framework.

The proposed development program includes:

- 150 residential units consisting of a mix of one-, two- and three-bedroom units.
- 120 hotel rooms with associated hospitality amenities, including a lobby, restaurant, café, and event support facilities.
- An approximate 15,000-square-foot event center designed to accommodate community, corporate, and social functions.
- Approximately 132,500 square feet of office space
- Approximately 10,700 square feet of commercial uses, including retail and service-oriented establishments.
- 696 structured parking spaces utilizing a shared parking strategy to maximize efficiency and support the mixed-use development program; and
- Civic plazas, rooftop terraces, pedestrian connections, and approximately 10,000 square feet of green roof and active park space designed to enhance the public realm and provide recreational opportunities for residents, employees, visitors, and the surrounding community.

Building heights of up to 14 stories (approximately 155 feet) are strategically concentrated along the Interstate 95 and FAU Research Boulevard frontages, where the site's visibility, accessibility, and regional context are most conducive to greater development intensity. The placement of taller buildings along these transportation corridors minimizes potential impacts on adjacent properties while reinforcing the site's function as a prominent gateway, employment center, and mixed-use destination within the City.

Specific development standards, including building height, setbacks, site design, parking configuration, landscaping and development intensity, will be regulated through the approved PDD master plan and site plan. , As is customary with planned development zoning, these standards will supersede the requirements of the underlying base zoning districts and provide the flexibility necessary to achieve the project's integrated, mixed-use design while ensuring consistency with the City's development objectives.

REZONING CRITERION

REZONING CRITERION NO. 1: That the petition for a change of zoning will not result in spot zoning or contract zoning.

Response: The proposed rezoning does not constitute spot zoning or contract zoning. The subject property is located within an area characterized by commercial, multi-family residential, civic, and transportation-oriented uses, served by regional transportation infrastructure. The requested PDD is compatible with the surrounding development pattern and does not create an isolated or incompatible zoning classification.

The PDD will be applied uniformly across the entire 3.75-acre site and is specifically intended to facilitate the coordinated development of a master-planned project such as public-private partnerships. The rezoning is based upon sound planning principles, the characteristics of the subject property, and its relationship to surrounding land uses, rather than conferring a special benefit on a single parcel inconsistent with the area's development pattern.

Furthermore, the rezoning is consistent with the adopted Comprehensive Plan and is not conditioned upon any private agreement or promise between the applicant and the City. Accordingly, the request does not constitute contract zoning and represents a legitimate exercise of the City's zoning authority in furtherance of the public health, safety, and welfare.

REZONING CRITERION NO. 2: That the proposed change is consistent with the Goals, Objectives, and Policies of the City’s Comprehensive Plan.

Response: The proposed rezoning from Community Facilities (CF) to Planned Development District (PDD) is consistent with the Goals, Objectives, and Policies of the City of Deerfield Beach Comprehensive Plan. The PDD will facilitate the coordinated redevelopment of the subject property through a unified site plan that integrates compatible land uses, efficient site design, and high-quality.

The proposed rezoning advances Comprehensive Plan policies that encourage compact, mixed-use development patterns, efficient utilization of existing public infrastructure, redevelopment of underutilized urban properties, public-private partnerships, economic investment, and sustainable growth. The Planned Development District provides the flexibility necessary to implement a unified development plan while ensuring that the project remains compatible with surrounding land uses and is subject to comprehensive site plan review and applicable development standards.

Accordingly, the requested rezoning implements and furthers the Comprehensive Plan by encouraging coordinated redevelopment, promoting economic investment, supporting compatible land use patterns, and enhancing the efficient use of land and public facilities.

Comprehensive Plan Reference	Goal / Objective / Policy	Consistency with Proposed Rezoning (CF → PDD)
Goal FLU 1.0	Ensure development and redevelopment achieves and maintains a functional mix of land uses.	The proposed PDD zoning enables a vertically integrated, master-planned mix of civic, office, residential, hotel, event, and supporting commercial uses on a single site, advancing a balanced land use pattern consistent with the City’s mixed-use vision.

Objective FLU 1.1	Enable residents and visitors to live, work, shop, and recreate safely within the city.	The rezoning supports a compact, mixed-use development that consolidates employment, housing, civic functions, and visitor services in a transit-accessible location, reducing vehicle trips and promoting a live-work-visit environment.
Policy FLU 1.1.9	Continue to provide for a variety of housing densities.	The PDD zoning accommodates higher-density residential development within an appropriate urban location, consistent with the companion Mixed Use Residential High FLU designation.
Objective FLU 1.3	Encourage innovative land development regulations, including mixed-use techniques.	The Planned Development District zoning provides regulatory flexibility to implement an innovative P3 redevelopment program that cannot be achieved under conventional zoning districts.
Policy FLU 1.3.1	Allow mixing of residential densities with commercial and employment uses in a compatible manner.	The PDD master plan establishes coordinated site design, massing controls, and circulation to ensure compatibility among residential, office, hotel, civic, and commercial components.
Objective FLU 1.7	Promote integrated, pedestrian- and transit-friendly mixed-use development.	The project's podium-based design, structured parking, internal civic spaces, and pedestrian connections directly implement this objective and are enabled by the PDD zoning framework.
Policy FLU 1.7.1	Provide mixed-use designations allowing residential, commercial, and employment uses.	The rezoning to PDD, coordinated with a Mixed Use Residential High FLU designation, allows a full range of integrated uses within a unified zoning framework.
Policy FLU 1.7.3	Promote balanced intensity, multimodal connectivity, and compatibility in mixed-use development.	The PDD zoning governs building height, massing, access, and internal circulation through an approved master plan, ensuring appropriate transitions and compatibility with surrounding uses.
Goal FLU 2.0	Ensure public facilities and services are available concurrently with development.	The rezoning supports a master-planned development that demonstrates adequacy of transportation access, utilities, schools, and public services, subject to concurrency certification.
Objective FLU 2.3	Discourage urban sprawl and direct growth to areas with existing services.	The subject site is located within an urbanized area adjacent to I-95 and FAU Research Boulevard, making it an appropriate location for higher-intensity PDD zoning.

Policy FLU 2.3.3	Encourage increased density in appropriate urban areas near employment centers.	The PDD zoning allows increased intensity and density in proximity to major transportation corridors and employment uses, consistent with adopted growth management policies.
Goal FLU 3.0	Redevelop underutilized sites to promote economic vitality and employment.	The rezoning implements a city-initiated redevelopment strategy that activates vacant City-owned land through a public-private partnership.
Policy FLU 3.1.1	Encourage innovative redevelopment programs, including public-private partnerships.	The proposed PDD directly facilitates an approved P3 redevelopment authorized by City Commission Resolution No. 2023-048.
Goal FLU 8.0	Promote smart growth and sustainable development patterns.	The PDD zoning supports compact, vertical mixed-use development, structured parking, reduced surface parking, and efficient land use consistent with smart growth principles.

REZONING CRITERION NO. 3: That conditions have substantially changed from the date the present zoning district classification was placed on the property, which makes the passage of the proposed change necessary.

Response: Since the subject property's CF zoning classification was established, conditions affecting the property and the surrounding area have substantially changed. The City's planning objectives have evolved to emphasize redevelopment, mixed-use development, public-private partnerships, economic investment, and the efficient utilization of existing urban land and infrastructure. In furtherance of these objectives, the City has identified the subject property as a strategic redevelopment opportunity suitable for implementation through a Public-Private Partnership (P3).

The existing CF zoning district was established to accommodate traditional public and institutional uses and does not provide the flexibility necessary to implement the integrated mix of residential, commercial, civic, and public uses contemplated by the proposed redevelopment. As a result of these changed planning policies, redevelopment objectives, and municipal needs, the existing zoning no longer represents the most appropriate classification for the property.

Accordingly, the requested rezoning to PDD is necessary to implement the City's current planning vision, facilitate the coordinated redevelopment of the site, and advance the public purposes identified in the Comprehensive Plan.

REZONING CRITERION NO. 4: That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities.

Response: The proposed rezoning will not adversely impact residential living conditions within the adjacent and neighboring area, including properties located within 500 feet of the subject site. The Planned Development District has been designed to ensure compatibility with surrounding development through an integrated site design, appropriate building placement and orientation, landscaping, buffering, and architectural standards.



Building massing, height, and the more intensive components of the development are oriented toward regional transportation corridors and away from adjacent residential areas where practicable. Structured parking, internal circulation, screened service areas, and appropriate lighting and landscape treatments will minimize visual, operational, and noise impacts on neighboring properties.

The redevelopment of the currently underutilized City-owned property will replace a vacant site with a thoughtfully planned mixed-use development that provides new civic, residential, commercial, and employment opportunities while enhancing the character, safety, and vitality of the surrounding area. Accordingly, the proposed rezoning will not adversely affect residential living conditions in the adjacent and neighboring communities.

REZONING CRITERION NO. 5: That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning.

Response: The proposed rezoning is compatible with the existing zoning districts and development pattern within the adjacent and neighboring area. The subject property is currently zoned CF and is surrounded by a diverse mix of Business (B-1 and B-2), Multi-Family Residential (RM-10 and RM-15), Single-Family Residential (RS-5), civic and transportation related uses. Interstate 95, FAU Research Boulevard, and other major transportation corridors establish the area as appropriate location for higher-intensity, mixed-use redevelopment.

The proposed PDD is specifically intended to accommodate integrated, master-planned developments and provides a coordinated regulatory framework to ensure compatibility with surrounding uses. Through the PDD process, development standards governing site design, building placement, architectural character, landscaping, buffering, access, parking, height, massing, and intensity will be applied in a comprehensive manner to provide appropriate transitions to adjacent properties and minimize potential impacts.

The proposed redevelopment is consistent with the established character and evolving development pattern of the surrounding area and will complement nearby residential, commercial, civic, and transportation-oriented uses. Accordingly, the requested rezoning is compatible with the existing zoning and development within the adjacent and neighboring area.

Based on the foregoing, the proposed rezoning satisfies the applicable rezoning criteria set forth in the City of Deerfield Beach Land Development Regulations. The requested rezoning is consistent with the Comprehensive Plan, compatible with surrounding land uses and zoning, supported by changed conditions and current planning objectives, and will facilitate the coordinated redevelopment of this strategically located City-owned property. Accordingly, the Applicant respectfully requests approval of the rezoning from Community Facilities (CF) to Planned Development District (PDD).

The KEITH Team and the Applicant look forward to continuing to work with the City of Deerfield Beach on this important public-private partnership project.

Respectfully submitted,

Michael Amodio, AICP
Principal Planner, Associate
KEITH



The School Board of Broward County, Florida

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

SITE PLAN

SBBC-4096-2025

Municipality Number: TBD

Folio #: 484212530010

Deerfield Beach Mixed Use

May 29, 2026



SCAD Expiration Date: November 30, 2026

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION
SITE PLAN

PROJECT INFORMATION		NUMBER & TYPE OF PROPOSED UNITS	OTHER PROPOSED USES	STUDENT IMPACT
Date:	May 29, 2026 8:52:33	Single-Family:		Elementary: 1
Name:	Deerfield Beach Mixed Use	Townhouse:		
SBBC Project Number:	SBBC-4096-2025	Garden Apartments:		Middle: 0
County Project Number:	N/A	Mid-Rise:		
Municipality Project Number:	TBD	High-Rise:		High: 1
Owner/Developer:	City of Deerfield Beach	Mobile Home:		
Jurisdiction:	Deerfield Beach	Total:		Total: 2

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS * Capacity	Benchmark** Over/Under Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity	Cumulative Reserved Seats
Park Ridge	546	601	508	-93		84.5%	1
Deerfield Beach Middle	1,421	1,432	1,066	-366	-16	74.4%	2
Deerfield Beach High	2,494	2,613	2,046	-567	-22	78.3%	4

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Cap. Adj. Benchmark	Projected Enrollment				
				26/27	27/28	28/29	29/30	30/31
Park Ridge	509	-92	84.7%	492	474	456	437	415
Deerfield Beach Middle	1,066	-366	74.4%	1,033	995	956	916	870
Deerfield Beach High	2,050	-534	79.3%	1,983	1,909	1,835	1,758	1,670

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review.
A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <https://www.browardschools.com/Page/34040>. The annual benchmark enrollment is taken on the Monday following Labor Day and is used to annually individual charter school enrollment impacts against school facility review processes.
*This number represents the higher of: 100% gross capacity or 110% permanent capacity. **The first Monday following Labor Day. ***Greater than 100% exceeds the adopted Level of Service (LOS).

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2025-26 Contract Permanent Capacity	2025-26 Benchmark Enrollment	Over/(Under)	Projected Enrollment		
				27/28	28/29	29/30
Somerset Academy Key Middle	495	423	-72	423	423	423
Somerset Key High School	740	305	-435	305	305	305

PLANNED AND FUNDED CAPACITY ADDITIONS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN

School(s)	Description of Improvements
Park Ridge	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach Middle	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach High	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.

Comments

The site plan application proposes 150 high-rise units, which are anticipated to generate 2 (1 elementary, 0 middle, and 1 high) students into Broward County Public Schools. The school Concurrency Service Areas (CSA) serving the project site in the 2025/26 school year include Park Ridge Elementary, Deerfield Beach Middle and Deerfield Beach High Schools. Based on the Public School Concurrency Document (PSCPD), all three schools are currently operating below the Level of Service Standard (LOS), which is established as the higher of 100% gross capacity or 110% permanent capacity. Incorporating the cumulative students anticipated from this project as well as approved and vested developments anticipated to be built within the next three years (2025/26- 2027/28), these schools are expected to maintain their current status through the 2027/28 school year. Additionally, the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment. Charter schools located within a two-mile radius of the site in the 2025/26 school year are depicted above. Students returning, attending, or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Enrollment projections are adjusted for all elementary, middle, and high schools impacted by a charter school until the charter school reaches full enrollment status. To ensure maximum utilization of the impacted CSA, the Board may utilize school boundary changes to accommodate students generated from developments in the County. Capital Improvements scheduled in the currently Adopted District Educational Facilities Plan (DEFP), Fiscal Years 2025/26 to 2029/30 regarding pertinent impacted schools are depicted above. This application satisfies public school concurrency on the basis that there is adequate school capacity anticipated to be available to support the project as proposed. This preliminary determination shall be valid for either the end of the current school year or 180 days, whichever is greater for a maximum of 150 high-rise units, and conditioned upon final approval by the applicable governmental body. As such, this Preliminary School Capacity Availability Determination (SCAD) Letter will expire on November 30, 2026. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the preliminary SCAD, notification of final approval to the District has been provided, and/or an extension of this preliminary SCAD has been requested in writing and granted by the School District. Please be advised that the expiration of the SCAD will require the submission of a new application and fee for a new public school concurrency determination. Upon the District's receipt of sufficient evidence of final approval, which shall minimally specify the number, type, and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units, which shall ratify and commence the vesting period for the approved residential project. Please be advised that if a change is proposed to the development, which increases the number of students generated by the project, the additional students will not be considered vested for public school concurrency.
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SBBC-4096-2025 Meets Public School Concurrency Requirements

☒ Yes ☐ No

Reviewed By:

5/29/2026

Date

Glennika D. Gordon

Signature

Glennika D. Gordon, AICP, CNU-A

Name

Planner

Title

RESOLUTION NO. 2023/043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PURCHASE AND SALE AGREEMENT WITH MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, FOR THE SALE OF CITY PROPERTY LOCATED AT 1045 SW 11TH WAY TO MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, SUBJECT TO REFERENDUM APPROVAL; PROVIDING FOR EXECUTION, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Invitation to Bid #22-41-PC (the "ITN") for the sale of City owned property consisting of approximately 3.75 acres and located at 1045 SW 11th Way, Deerfield Beach (the "Property"); and

WHEREAS, on October 25, 2022 at 11:00 a.m., the Purchasing and Contract Administration Division along with the City's Consultant, Colliers International Florida, LLC unsealed the six (6) responses that were timely received, and reviewed the responses to ensure they met the ITN requirements; and

WHEREAS, on October 28, 2022, the Evaluation Committee met to review the proposals and shortlisted the firms in accordance with the weighted criteria stated in the ITN to four (4) firms, and determined to hear oral presentations from each of the shortlisted firms; and

WHEREAS, the Evaluation Committee meetings for the oral presentations and re-ranking the shortlisted firms based upon the oral presentations was held on November 16, 2022 to score the responses based on the weighted criteria stated in the ITN; and

WHEREAS, following the presentations and final rankings, the Evaluation Committee forwarded their recommendation to the City Commission to approve their rankings with MBA Development Partners of Florida, LLC, ("MBA") as the top ranked firm; and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee's final rankings and authorized the City Manager and City Attorney to negotiate the key business terms with MBA, the top ranked firm, for MBA's purchase of the Property from the City, subject to referendum election approval (scheduled for March 14, 2023); and

WHEREAS, on December 14, 2022, the City Commission approved the key business terms for the City's sale of the property to MBA, and authorized the City Manager and City Attorney to negotiate a purchase and sale agreement with MBA for the sale of the Property to MBA, contingent upon approval of the voters at a referendum election pursuant to Section 7.09 of the City Charter; and

WHEREAS, City staff and MBA have negotiated a Purchase and Sale Agreement, attached as Exhibit "A", for the sale of the Property to MBA, subject to referendum approval, consistent with the terms of the ITN.

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 Purchase and Sale Agreement with MBA, attached as Exhibit "A", for the sale of the Property to MBA, contingent upon approval of the voters at a referendum election pursuant to Section 7.09 of the City Charter.

Section 3. The Mayor and City Manager are hereby authorized to execute the Purchase and Sale Agreement with MBA, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution including, but not limited to, executing the necessary documents as required by the Purchase and Sale Agreement and otherwise implementing the City's obligations under the Purchase and Sale Agreement.

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

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2023.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



HEATHER MONTEMAYOR, CITY CLERK

JOINT AND UNANIMOUS WRITTEN CONSENT
OF
THE SOLE MANAGER
AND
THE MEMBERS
OF
MBA DEVELOPMENT PARTNERS OF FLORIDA LLC
a Florida limited liability company
IN LIEU OF A MEETING
(the "Joint and Unanimous Written Consent")

The undersigned, being the sole manager (the "Manager") and all of the members (each a "Member" and collectively, the "Members") of MBA Development Partners Of Florida LLC, a Florida limited liability company (the "Company"), do hereby confirm the taking of the following actions by written consent of the Manager and the Members pursuant to the operating agreement (the "Operating Agreement") of the Company and in accordance with the applicable sections of the Revised Florida Limited Liability Company Act (the "Act"):

WHEREAS, as of the Effective Date (as such term is defined below), MBA Development Group, Inc., a Florida corporation ("MBADG") and CGHP Development, LLC, a Florida limited liability company ("CGHP") are the sole Members of the Company who own 100% of the issued and outstanding membership interests of the Company.

WHEREAS, as of the Effective Date, Robert Sherman, an individual ("Sherman" and/or the "Manager") is the sole duly authorized and acting Manager of the Company.

WHEREAS, the Manager and the Members have deemed it to be in the best interest of the Company to enter into that certain Agreement for Purchase and Sale by and between the City Of Deerfield Beach, a Florida Municipal Corporation (the "City") and the Company substantially in the form attached hereto as Exhibit A (the "Purchase and Sale Agreement") for the acquisition of that certain real property located at 1045 SW 11th Way, Deerfield Beach, Broward County, Florida, consisting of approximately three and seventy-five hundredths (3.75) acres (Parcel ID number of 484212530010) (the "Property"), together with all rights, privileges, and easements appurtenant to and improvements located on the Property that are owned by City.

RESOLVED, that each of the undersigned Manager and Members waives all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.

FURTHER RESOLVED, that the undersigned Manager and Members has deemed it in the best interests of the Company and the Members to (i) consummate the Purchase and Sale Agreement and all of the agreements contemplated in connection therewith (all of the documents, instruments, certificates, acknowledgements and/or agreements (including, but not limited to, HUD statements, affidavits and any and all closing documents arising from and/or related to any closing of the Purchase and Sale Agreement) necessary and/or required to be entered into in connection with the Purchase and Sale Agreement are referred to herein as the "Transaction Agreements") and (ii) enter into, deliver and perform its obligations

under the Transaction Agreements and any and all agreements, documents, instruments, certificates, acknowledgments and/or agreements as may be contemplated by the Transaction Agreements (collectively, the "Transaction Documents").

FURTHER RESOLVED, the Company is hereby authorized to proceed with and enter into the Purchase and Sale Agreement.

FURTHER RESOLVED, that the Manager, acting alone, is authorized, empowered, and directed, in the name of and on behalf of the Company to execute and deliver the Transaction Documents with such modifications and additional provisions as the Manager executing the same may deem advisable and in the best interest of the Company and all other instruments required in connection with the Transaction Documents, and all supplements and amendments to same or to any of same, as the Manager executing same may deem advisable and in the best interest of the Company, all of such instruments executed and delivered as aforesaid to be and constitute the acts and obligations of the Company.

FURTHER RESOLVED, that the Company hereby ratifies and confirms the acts of the Members and the Manager in executing and delivering all of the Transaction Documents irrespective of whether such acts were performed before or subsequent to the date of adoption hereof, and directs that each Member and the Manager to perform all of the obligations and undertakings under each and every Transaction Documents.

FURTHER RESOLVED, that the Manager, acting alone, is authorized, empowered, and directed, in the name of and on behalf of the Company, to take any and all other action that may be necessary, appropriate, or expedient in order to accomplish the purposes and intent of the foregoing resolutions.

FURTHER RESOLVED, the Joint & Unanimous Written Consent may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to be executed on the date written below. The delivery of an executed counterpart copy of this Unanimous Written Consent by facsimile, telecopy or e-mail shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

[Remainder of Page Intentionally Left Blank; Signature Follow]

THIS JOINT & UNANIMOUS WRITTEN CONSENT has been executed by the Manager and all of the Members of the Company on and as of the _____ day of March, 2023 (the "Effective Date").

MEMBERS:

MBA Development Group, Inc.,
a Florida corporation

By: _____

Name: _____

Title: _____

CGHP Development, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

By: CORY GLENN
NAME: [Signature]
TITLE: OPERATIONS MANAGER

MANAGER:

Robert Sherman, an individual

EXHIBIT A

Purchase and Sale Agreement

See attached.

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT for Purchase and Sale (“**Agreement**”) by and between the CITY OF DEERFIELD BEACH, a Florida Municipal Corporation (“**City**”), with offices located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (“**Seller**”), and MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a Florida limited liability company with offices located at 888 SE 3rd Avenue, Suite 200, Fort Lauderdale, FL 33316 (“**Buyer**”), is entered into as of the last date of execution by any party to this Agreement (“**Effective Date**”). Seller and Buyer are each sometimes referred to as a “Party” and together as the “Parties.”

WHEREAS, the City owns a land parcel consisting of approximately 3.75 acres located at 1045 SW 11th Way (the “Land”), as legally described in the attached Exhibit “A”; and

WHEREAS, the City issued ITN #22-41-PC (the “ITN”) to solicit proposals to purchase the Land from the City; and

WHEREAS, Buyer submitted a purchase and development proposal, including development plans for a mixed-use development on the Land, in response to the ITN and provided a presentation to the City Commission regarding their proposal (collectively, the “Development Proposal”); and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee’s final Rankings and authorized the City Manager and City Attorney to negotiate the key business terms and a purchase and sale agreement with Buyer, the top ranked firm, to purchase the Land from the City, subject to referendum election approval; and

WHEREAS, Section 7.09(2) of the City Charter requires any sale of City owned property with a fair market value in excess of \$750,000.00 to be approved by a majority of the qualified electors of the city voting at a regular city, general or special election; and

WHEREAS, on December 15, 2022, the City Commission approved the award of the ITN to Buyer, approved the key business terms for the Purchase and Sale Agreement between the City and Buyer for the sale of the Land to Buyer, and called for a referendum election to allow the City’s qualified electors to vote at the next regular City municipal election on March 14, 2023 on the proposed sale of the Property to Buyer in accordance with Section 7.09(2) of the City Charter (the “Referendum Election”); and

WHEREAS, Buyer desires to purchase the Property to develop the Property in a manner substantially consistent with the Buyer’s Development Proposal, subject to applicable land use, zoning and other development approvals, conditions, and requirements imposed by governmental agencies with jurisdiction (the “Development”).

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Purchase and Sale. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and accept from Seller, in consideration of the covenants contained in this Agreement and subject to the terms and conditions set forth in this Agreement, that certain real property located at 1045 SW 11th Way, Deerfield Beach, Broward County, Florida, consisting of approximately three and seventy-five hundredths (3.75) acres, and more particularly described on Exhibit “A”, attached hereto and incorporated herein, (Parcel ID number of 4842 12 53 0010) (the “Property”), together with all rights, privileges, and easements appurtenant to and improvements located on the Property that are owned by Seller. Seller shall not be obligated to convey to Buyer any titles, right or interest not obtained by Seller solely as a consequence of its ownership of the Property (such as, but not limited to, rights or interests held by Seller before Seller’s acquisition of the Property, or obtained by Seller as a consequence of its ownership of other property).

1.2 Referendum Election Approval Contingency. The Parties acknowledge that the sale transaction contemplated by this Agreement is subject to approval by a majority of the qualified electors of the City voting in the Referendum Election. If the sale contemplated herein is not approved by the voters at the Referendum Election, this Agreement shall immediately terminate, Seller shall return the Referendum Deposit to Buyer within 30 days of the Referendum Election, and Buyer and Seller shall have no further obligations under this Agreement, except as expressly provided herein.

ARTICLE 2. PURCHASE PRICE.

2.1 Purchase Price. The purchase price for the Property (the “**Purchase Price**”) is Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00), which shall be paid by Seller to Buyer on the Closing Date (as hereinafter defined) in cash in the form of a wire transfer as set forth in this Article 2.

2.2 Deposits.

2.2.1 *Deposit upon Referendum Approval.* In the event the sale of the Property is approved at the Referendum Election scheduled for March 14, 2023, Buyer shall deposit the sum of Three Hundred Twenty Five Thousand Dollars (the “**Deposit**”), within three business days of such approval, with the Escrow Agent, as defined in this Agreement to be held and disbursed by Escrow Agent in accordance with the terms, conditions and provisions of this Agreement. The Deposit shall be held in a non-interest bearing account with a banking institution insured by the Federal Insurance Corporation. The Deposit shall be credited towards the purchase price at Closing. After the expiration of Due Diligence Period (defined below), the Deposit shall not be refundable to Buyer, and

shall be fully earned by Seller, except (i) if Buyer terminates this Agreement pursuant to Article 6.5 or 7.4 of this Agreement, or (ii) as otherwise provided in this Agreement.

2.2.2 *Previous Deposits.* Buyer previously paid to the Seller the sum of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00), which consisted of a Twenty Five Thousand and 00/100 Dollars (\$25,000.00) ITN fee (the “**ITN Deposit**”) and an Eighty Thousand and 00/100 Dollars (\$80,000.00) referendum deposit (the “**Referendum Deposit**”). The ITN Deposit and Referendum Deposit shall be non-refundable, except that the Referendum Deposit shall be refundable if the sale of the Property is not approved at the Referendum Election on March 14, 2023. Buyer shall not receive any credit towards the Purchase Price at closing for the ITN Deposit or the Referendum Deposit.

2.3 Cash Payment at Closing. On the Closing Date, Buyer shall pay to Seller the Purchase Price, of which the Deposit shall constitute a part and be applied to reduce the Purchase Price, subject to any prorations and adjustments as required by this Agreement, by confirmed wire transfer. This transaction is an all cash sale and not subject to financing.

ARTICLE 3. CLOSING.

3.1 Escrow Agent. The escrow agent shall be as defined in Article 15.18 of this Agreement (the “**Escrow Agent**”).

3.2 Closing. The Closing of title (the “**Closing**”) shall take place on or before sixty (60) days following the last to occur of: (i) the Final, non-appealable, Land Use, Rezoning and Site Plan Approval of the Development by the City of Deerfield Beach in a manner substantially consistent with the Development Proposal; and (ii) the Final, non-appealable, Land Use Approval and Plat Approval of the Development by the Broward County Commission in a manner substantially consistent with the Development Proposal, (collectively the “**Final Development Approvals**”); (the “**Closing Date**”) at the offices of Buyer’s Attorney, Becker & Poliakoff, P.A., Jennifer Bales Drake, Esq., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301, or such other location as is mutually agreed upon by the Parties.

3.3 Closing Costs. Seller shall pay the following costs in connection with the Closing: (i) the documentary transfer taxes on the Warranty Deed, (ii) the cost of the title abstract or the cost of providing the title commitment, (iii) the cost of curing title defects, if any, that Seller elects to attempt to cure, including but not limited to, the cost of obtaining and recording any corrective instruments, such as, satisfactions, releases, partial releases, disclaimers or the like; and (iv) Seller’s own attorney’s fees.

Buyer shall pay the following costs in connection with the Closing: (i) the cost of recording the Warranty Deed, (ii) documentary stamp tax, intangible tax and recording fees related to any note and mortgage, (iii) the Buyer’s Owner’s Title Insurance Policy and Loan Title Insurance Policy, if any, and (iv) Buyer’s own attorney’s fees.

3.4 Prorations. The following items, to the extent applicable, shall be prorated on the Closing Date: current real estate and personal property taxes (“Taxes”), applicable to the Property for the year of Closing using the maximum discount, if applicable, and if the tax statement is not available during the year of Closing the tax figures for the prior year will be used for the proration. Seller shall be obligated to pay to Buyer for all Taxes due, if any, prior to the Closing Date, as applicable. All prorations made hereunder shall be based on the number of days of ownership of the Property in the period applicable to the proration. If any proration under this Agreement is based on an estimate, either Party upon written notice to the other Party, shall be entitled to a new re-proration and any payment required as a result of the re-proration shall be made within ten days following demand. All other prorations and adjustments shall be final.

ARTICLE 4. DELIVERY OF DOCUMENTS.

4.1 Delivery by Seller at Closing. At or prior to the Closing, Seller shall deliver the following closing documents to Buyer:

4.1.1 A Special Warranty Deed conveying title to the Property, in recordable form (the “Deed”), subject only to the Permitted Exceptions (as hereinafter defined).

4.1.2 A Bill of Sale to the Personal Property, if any.

4.1.3 A No Lien Affidavit from Seller attesting that (a) no individual, entity or governmental authority has any claim against the Property under the applicable Florida Construction Lien Law, (b) no individual, entity or governmental authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made.

4.1.4 A “Gap Affidavit” in form and content reasonably satisfactory to Buyer’s title insurer to allow the title agent to insure the gap period in accordance with applicable Florida Statutes.

4.1.5 A Seller’s non-foreign affidavit, under penalty of perjury, including Seller’s United States Taxpayer Identification Number and permanent mailing address, stating that Seller is not a foreign person, as required under Internal Revenue Code, Section 1445(b)(2).

4.1.6 Resolution authorizing the sale and transfer of the Property and the execution of all closing documents. The Resolution shall be in recordable form to comply with the applicable statutes.

4.1.7 Such other documents as Buyer or title underwriter may reasonably request in order to consummate the transaction herein contemplated, if Seller is legally capable of providing same.

4.1.8 DR-219. If applicable, the Florida Department of Revenue Return for Transfer of Interest in Florida Real Property.

4.2 Copies of Seller's closing documents shall be delivered to Buyer's attorney for review not less than five (5) days prior to Closing.

4.3 Delivery by Buyer at Closing. At Closing, Buyer shall execute and deliver to Seller the following items:

4.3.1 The cash portion of the Purchase Price;

4.3.2 Buyer shall cause Escrow Agent to issue its wire transfer for the Deposit to Seller;

4.3.4 Corporate Resolution evidencing Buyer's power and authority to enter into this Agreement and consummate the transaction herein contemplated.

4.3.5 Closing Statement; and

4.3.6 Such additional documents as Seller may reasonably deem necessary or proper to carry out this Agreement.

4.4 Copies of Buyer's closing documents shall be delivered to Seller's attorney for review not less than five (5) days prior to Closing.

ARTICLE 5. TITLE AND SURVEY MATTERS.

5.1 Status of Title. Seller shall convey to Buyer good, marketable and insurable title to the Property by means of a Special Warranty Deed in a recordable form (the "Deed") free and clear of all claims, liens and encumbrances, except for the following items: (i) current real property taxes and assessments not delinquent, (ii) items shown on the title commitment which are approved by Buyer, (iii) the Title Company's standard exceptions (as many as possible of which shall be deleted on the final policy), (iv) all laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations, (v) matters which would be disclosed by an accurate survey of the Property which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence Period ends, all objections to Survey matters not preserved as a title defect will be deemed waived; (vi) restrictions, easements, reservations, covenants, agreements, limitations and other matters of record (collectively, the "Restrictions"), which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence Period ends, all objections to the Restrictions not preserved as a title defect will be deemed waived; and (vii) such other matters or exceptions, which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence

Period ends, all objections to such matters and exceptions not preserved as a title defect will be deemed waived (the "Permitted Exceptions").

5.2 Preliminary Title Report. The Buyer's Attorney, Becker & Poliakoff, P.A., Attention: Jennifer Bales Drake, Esq., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, Florida 33301, shall obtain a title commitment from a nationally recognized title insurance company acceptable to Buyer's Attorney, in her discretion, showing status of title as of date of such title commitment (the "**Title Commitment**"). Buyer shall be responsible for any certified updates to title or for procuring copies of any documents reflected in any prior title policy or certified update and Seller shall pay Buyer up to One Thousand Dollars (\$1,000.00) in total for all of such costs. Seller shall pay for the cost of an initial municipal lien search ("**Municipal Lien Search**"), which shall be conducted by Buyer no later than thirty (30) days after the Effective Date, and an updated Municipal Lien Search prior to Closing.

5.3 Survey. Prior to execution of this Agreement, Seller has delivered its existing survey of the Property to Buyer. Buyer, at its sole option and sole cost, may cause a survey of the Property to be made or updated by a land surveyor or engineer registered and licensed in the State of Florida and in accordance with all requirements for a survey under Florida law (the "**Survey**"). Buyer shall notify Seller, in writing, and within the Due Diligence Period of Buyer's specific objections to the Survey. Buyer shall notify Seller of such defect within fifteen days after receipt of the Survey, ("**Survey Defects**") which survey defect will be treated as a Title Defect as provided in Article 5.4 below only if they include encroachments, easements or conditions which render Seller's title other than good and marketable or are otherwise not listed as a Permitted Exception. Upon Seller's failure to cure Survey Defects to which proper objection has been made by Buyer, then such Survey Defects shall be addressed as a Title Defect under Paragraph 5.4 below and this shall be the sole remedy of Buyer in the event of the occurrence of Survey Defects.

5.4 Defects and Cure. Buyer shall have thirty (30) days from Buyer's Attorney's receipt of the Title Commitment from the title company to examine title. If title is found defective, Buyer shall, within forty (40) days after Buyer's Attorney's receipt of the Title Commitment from the title company, notify Seller in writing of the specific title defect(s). Seller may, but has no obligation to, correct such defect(s) within sixty (60) days from its receipt of the notice from Buyer. Buyer, at its option, and at Seller's request may extend the time to cure the defect and the Closing Date by a period of time equal to the period of time that is required to cure the title defect not to exceed one hundred twenty days. If Seller is not successful in removing the defect(s) within that time, Buyer shall have the option, in its discretion, of either accepting the title in its existing condition and closing in accordance with the terms of this Agreement or terminating this Agreement by written notice of termination to Seller. Any attempt by Seller to cure an objection shall not be construed as an admission by Seller that such objection is one that would give Buyer the right to refuse to close hereunder. Seller shall be obligated to cure all monetary liens before or at Closing from the closing proceeds (e.g., mortgages, or construction liens), but shall have no obligation to cure any other matter, and, except to the extent the Seller has voluntarily encumbered the Property after the date hereof, no failure by Seller to cure or satisfy an objection shall be deemed a default of Seller hereunder. Upon

the termination of this Agreement pursuant to this Section of this Agreement, Escrow Agent shall return the Deposit to Buyer, and, thereafter, Buyer nor Seller shall have any further rights or obligations hereunder.

5.5 Buyer's Title Insurance Policy. Buyer shall obtain, at Buyer's cost, an ALTA Owner's Policy of Title Insurance ("Buyer's Title Insurance Policy"), issued by a nationally recognized title insurance company (the "**Title Company**"), with liability in the amount of the Purchase Price, insuring Buyer's title in the Property free and clear of all liens and encumbrances excepting only the Permitted Exceptions.

ARTICLE 6. INVESTIGATION PERIOD.

6.1 Due Diligence Period. From the date the City Commission of Seller approves this Agreement (the "Approval Date") and terminating at 5:00pm EST on the day that is sixty (60) days after the Approval Date (the "**Due Diligence Period**"), Buyer shall conduct such inspections and investigations, subject to the terms of this Article, as Buyer may deem necessary to determine, whether the Property is suitable for Buyer's intended use of the Property.

6.2 Seller's Delivery of Property Records. Prior to the execution of this Agreement, the City has delivered the following evaluation materials in the City's possession, relating to the Property, to the Seller:

1. FEMA – Letter of Map Revision Determination Document
2. PZR Report as to Zoning Certification– 1045 SW 11th Way.
3. Construction Drawings - D0461 20-inch Force Main – 10 St. and D-1649 SW 11 Way Water Main Extension
4. Deerfield FAU Survey.
5. Drawing for Deerfield Sanitary 14
6. Deerfield Quit Claim Deeds and Plat
7. Deerfield Water Distribution
8. Deerfield Beach Due Diligence/Desktop Archaeological Assessment Report
9. City of Deerfield Beach Drain Main Map
10. Deerfield Beach FAU – Plat 2
11. SW 11 Way NE Consistency Letter - Clearance to Proceed with Federally Insured Loan and Grant Project Requests
12. SW 11 Way Survey – NW Corner SW 10 Street Topographic Survey
13. SW 11 Way - Soil Report

Throughout the term of this Agreement prior to the Closing Date, Seller shall deliver to Buyer copies of all the following documents, if received by the Seller from the time of execution this Agreement until closing, relating to the Property (if applicable) (a "Governmental Notice"): material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence), from a Governmental Authority (as defined below) which discloses (i) claims,

allegations or adverse information that the Property violates any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement or other direction or requirement of any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them ("Governmental Authority") now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property ("Governmental Requirement"), (ii) claims that there is hazardous or toxic waste on or about the Property, or (iii) claims that there are defects, deficiencies or hazardous conditions in or on the Property.

6.3 Buyer's Inspection of Property. During the Due Diligence Period, Buyer or Buyer's representative shall have the right, at Buyer's sole cost and expense, to enter upon the Property, during reasonable business hours after giving a reasonable notice to Seller, to make all inspections and investigations of the condition of the Property which it may deem necessary, including, but not limited to, structural investigation and testing, soil borings, percolation tests, environmental assessments, engineering and topographical studies, and investigations of the availability of utilities, ("**Property's Physical Condition**"), which inspections shall be subject to the conditions set forth in this Article 6. Buyer agrees that it shall not cause any injury, loss or damage resulting from any negligent act on the part of the Buyer from any activities permitted by this Article 6. If Buyer does not terminate this Agreement pursuant to Article 6.5, from the end of the Due Diligence Period until the Closing Date, Buyer or Buyer's representative shall have the right to enter upon the Property, during reasonable business hours after giving reasonable notice to Seller and to make all inspections and investigations of the condition of the Property which it may deem necessary"), which inspections shall be subject to the conditions set forth in this Article 6 and shall have no effect on the time period of Buyer's right to terminate this Agreement under Article 6.5.

6.4 Environmental Assessment. During Buyer's Due Diligence Period, Buyer shall have the right, at its expense, and during normal business hours to conduct or cause to be conducted any and all environmental assessments which Buyer deems necessary, at Buyer's sole determination, of the Property. If the environmental assessments disclose any condition not acceptable to Buyer in Buyer's sole discretion, Buyer shall notify Seller of such condition in writing within the Due Diligence Period (the "Environmental Condition Notice"). Seller shall, within ten (10) days of receipt of a timely Environmental Condition Notice, notify Buyer in writing either (a) that it will remedy the environmental condition(s) objected to, or (b) that it will offer the Property to Buyer subject to the environmental condition (the "Seller's Response Notice"). In the event an Environmental Condition Notice is timely submitted to Seller, the Due Diligence Period shall be extended for a period that ends ten (10) days after the Seller's transmittal of the Seller's Response Notice to Buyer.

6.5 Buyer's Right to Terminate as to Property's Physical Condition. During the Due Diligence Period, if the Buyer determines, in its reasonable discretion, that the Property's Physical Condition is not suitable for the Development, the Buyer may terminate this Agreement by providing written notice of such determination and the basis of such determination to the Seller within the Due Diligence Period. Upon receipt of such timely filed termination notice, the Escrow Agent shall return to Buyer the Deposit, and this Agreement shall become null and void. If Buyer

fails to notify Seller of its termination of this Agreement as set forth in this Article 6.5, then Buyer shall be deemed to have waived its right of termination under this Article 6.5.

6.6. Buyer hereby agrees that: (i) except as specifically provided herein, the costs and expenses of Buyer's investigation shall be borne solely by Buyer, (ii) Buyer shall not commit waste to or injure the Property, (iii) Buyer shall not permit any construction liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with any studies or tests conducted pursuant to this Article. In the event the transaction contemplated by this Agreement does not close, Buyer shall restore the Property to the condition in which it existed prior to Buyer's entry thereon and inspection thereof.

6.7 Buyer shall indemnify Seller for any and against all liability, including, but not limited to, bodily injury or damage to Property (including the Property itself), arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens, claims or liability which may be filed or result against the Property by persons or entities employed or contracted by Buyer to perform inspections of the Property. This indemnity shall survive termination of this Agreement.

ARTICLE 7. ENTITLEMENTS.

7.1 Final Site Plan. Within one hundred twenty (120) days from the approval of the Property sale at the Referendum Election, Buyer shall submit to the City, a preliminary site plan for the construction of the improvements on the Property in accordance with the plans submitted to the City in accordance with Buyer's Development Proposal.

7.2 Entitlement Period. Commencing on the day after the date that the Due Diligence Period expires, the Buyer will have fifteen months, subject to extension by the Parties, as provided herein, (the "**Entitlement Period**") for Buyer to obtain the Final Development Approvals. During the Entitlement Period, Buyer shall diligently pursue such Final Development Approvals with plans generally consistent with the Development Proposal and Development.

7.3 Cooperation. Buyer and Seller acknowledge that certain development applications for the Development will require approval by Broward County, including for land use amendment and plat applications, and the City. In that the Seller is the owner of the Property and the Buyer will be the entity responsible for obtaining the Final Development Approvals, the Seller will cooperate with the Buyer to execute all the necessary development related applications and paperwork for the Development as owner of the Property (which execution shall not be unreasonably delayed). Seller shall diligently review and evaluate the Development applications or petitions that are required to be processed by the City, in accordance with all applicable City codes and regulations and Florida law, and Buyer shall diligently respond to the Seller's review comments generated from Seller's review of such applications.

7.4 Buyer's Right to Terminate as to Final Development Approvals. Provided that Buyer has diligently pursued the Final Development Approvals for the Development, and in the event any of the Final Development Approvals are denied by the applicable governmental entity with jurisdiction during the Entitlement Period, Buyer may elect to terminate, in its sole discretion, this Agreement by providing written notice to Seller during the Entitlement Period (the "**Development Approval Option to Terminate**"). If the Entitlement Period is extended pursuant to Section 7.6 or otherwise by the Parties, the Development Approval Option to Terminate period shall be extended to run concurrent with the extended Entitlement Period.

7.5 Seller's Right to Terminate. Seller may elect to terminate, in Seller's sole discretion, this Agreement by providing written notice to Buyer, if:

- a) Buyer fails to execute a Development Agreement, in a form reasonably acceptable to the Buyer's counsel and the City Attorney, prior to or at the time of obtaining the Final Development Approvals, that obligates the Buyer to provide Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements, including but not limited to park and infrastructure improvements, during Buyer's development of the Property, and provide security to the Seller for Buyer's performance of such obligation (the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties). If the Seller elects to terminate this Agreement under this Article 7.5(a) and provided that Buyer's failure to execute the required Development Agreement is through no fault of Seller and the Final Development Approvals were not denied during the Entitlement Period for a reason other than failure to execute the Development Agreement, the Seller shall be entitled to the Deposit as liquidated damages and the Parties shall have no further obligations under this Agreement; or
- b) Buyer fails to obtain the Final Development Approvals within the Entitlement Period; if the Seller elects to terminate this Agreement under this Article 7.5(b), the Buyer shall be entitled to the Deposit and the Parties shall have no further obligations under this Agreement; or
- c) Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; if the Seller elects to terminate this Agreement under this Article 7.5(c), the Seller shall be entitled to the Deposit and the Parties shall have no further obligations under this Agreement.

7.6 Extension of Entitlement Period. Provided that Buyer is diligently pursuing the Final Development Approvals during the Entitlement Period and provides reasonable supporting documentation to the Seller's City Manager verifying same, the Entitlement Period provided in Article 7.2 above shall automatically be deemed extended for up to an additional six months

(for a total of 21 months from the day after the date that the Due Diligence Period expires) in order to provide Buyer more time to continue to diligently pursue and obtain the Final Development Approvals. Any further extension of the Entitlement Period shall require prior written agreement by the Parties.

ARTICLE 8. SELLER WARRANTIES.

8.1 Seller's Warranties. Seller makes the following warranties to Buyer, each of which shall be true as of the Closing Date:

8.1.1 Seller is the sole owner of the Property, has good, indefeasible and marketable title to the Property, free and clear of all liens, encumbrances and other matters except the Permitted Exceptions and has full power, authority and right to execute, deliver and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Seller.

8.1.2 To the best of Seller's knowledge, hazardous substances have not been used, generated, transported, treated, stored, released, discharged or disposed of in, onto, under or from the Property by Seller or agent of Seller. To Seller's knowledge, the Property is not in violation of any Hazardous Substance Laws and Seller has received no written or oral notice or other communication of pending or threatened claims, actions, suits, proceedings or investigations against Seller, the Property or any occupant of the Property related to alleged or actual violations of Hazardous Substance Laws.

8.1.3 The Seller is not aware of violations of federal, state and local environmental laws, rules, regulations, codes or ordinances with respect to the Property.

8.1.3 The Seller is not aware of environmental and/or hazardous waste contamination on the Property.

8.1.4 The Property is not in violation of any building, zoning, or fire codes.

8.1.5 The zoning of the Property is such as to allow the present use of the Property.

8.2 Seller's Representations. Seller does hereby represent to Buyer that:

8.2.1 Seller has not received any notice, written or otherwise, from any governmental or quasi-governmental agency requiring the correction of any existing condition with respect to the Property by reason of a violation of any regulation or otherwise;

8.2.2 Seller has not received notice of any pending or contemplated condemnation action with respect to the Property; and

8.2.3 Seller is not aware of any claims or actions or threats of action pending against the Property or Seller that would limit or prohibit Seller from performing under the terms, covenants and provisions of this Agreement.

8.2.4 There are no outstanding or unperformed contracts for improvements or repairs to the Property, or any unpaid or disputed bills for labor, materials or services in connection with any repairs or improvements to any portion of the Property.

8.2.5 There are no outstanding management contracts relating to the Property.

8.2.6 Seller has exclusive possession of the Property and there are no tenants in possession or with a right to possession of the Property or any portion thereof.

8.2.7 At closing there will be no unpaid bills or claims for labor performed, services rendered or materials furnished or contracted to be performed or furnished upon the Property and there will be no unpaid taxes of any kind that might become a lien upon the Property, except the ad valorem real estate taxes for the year of closing which are not yet due and payable; and provided any such matters exist, Seller agrees to transfer such matters to bond or to pay them at the closing.

8.2.8 Seller shall not commit or suffer any waste of or to the Property.

8.2.9 There is no pending or to the best of Seller's knowledge any threatened, litigation against Seller that could result in a judgment lien against the Property.

8.2.10 There are no public special improvement district liens against the Property for any improvements on or benefitting the Property, nor to the best of Seller's knowledge any work pending or authorized but not yet commenced as of the date hereof which would result in the creation of any lien for such improvements, including but not limited to water, sewer, paving, drainage, electrical, gas or other public or community improvement which may give rise to any such lien.

8.2.11 No portion of the Property is being acquired by a governmental authority in the exercise of its power to condemn or to acquire through eminent domain or private purchase in lieu thereof nor, to the best of Seller's knowledge, are any of these proceedings or actions in existence or pending with respect to the Property.

8.2.12 Seller has disclosed to Buyer all Governmental Notices (as defined in Article 6.2) with respect to the Property to which Seller has received from the time of execution of this Agreement through the Closing.

8.3 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in

this Agreement are not true on the Effective Date or at any time thereafter or at Closing, Buyer may either: (a) terminate this Agreement by written notice thereof to Seller in which event the Deposit shall be returned to Buyer and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Agreement notwithstanding the failure of such representation and warranty, and the Seller shall have no further liability to Buyer hereunder.

ARTICLE 9. BUYER WARRANTIES. Buyer represents and warrants to Seller (the following being hereinafter sometimes referred to as “Buyer’s Warranties”) that:

9.1 Authority to Execute. The execution of this Agreement, the delivery by Buyer to Seller of all monies, items and documents provided for herein, Buyer’s performance hereof and the transactions contemplated hereby have been duly authorized by the requisite action on the part of Buyer. The party executing this Agreement on behalf of Buyer has been duly authorized and empowered to bind Buyer to this Agreement. This Agreement constitutes valid and binding obligations of Buyer and is enforceable against Buyer in accordance with its terms.

9.2 No Encumbrance. Buyer shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Agreement or a memorandum hereof, prior to the Closing.

9.3 Assignees. Any assignee or designee of any of Buyer’s rights and interests under this Agreement, upon the date of such assignment or designation and by its acceptance of such assignment or designation, hereby makes representations and warranties for the benefit of Seller, as to its type and state of organization or formation and its authority, of the same nature as those made by Buyer under this Article 9.

9.4 Community Enhancements. Buyer agrees to provide, during the term of the development of the Property, Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements during Buyer’s development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties and executed prior to Closing.

9.5 Property Development. Buyer shall submit development approval applications to the City and Broward County (consistent with the time frames provided for herein) for Development of the Property in a manner consistent with Buyer’s Development Proposal. Buyer represents to Seller that Buyer will diligently pursue the Final Development Approvals for Development on the Property.

ARTICLE 10. BUYER'S CONTINGENCIES.

10.1 Buyer's Contingencies. Buyer's obligation to purchase the Property and close the transaction pursuant to this Agreement is expressly contingent upon satisfaction of the following conditions ("**Buyer's Contingencies**") and Buyer shall have no obligation to close under this Agreement unless all the following conditions have either been satisfied or waived by Buyer:

10.1.1 Approval of Development. Buyer's obtaining the Final Development Approvals within the time periods set forth in this Agreement, as such time periods may be extended upon mutual written agreement by the Parties;

10.1.2 Title Materials. Buyer's approval of the items on the Title Commitment or waiver of any objections thereto pursuant to Article 5 hereof;

10.1.3 Compliance with Covenants. Seller shall have performed all of Seller's obligations required by this Agreement to be performed by Seller prior to the Closing Date;

10.1.4 Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents required to be delivered to Buyer at the Closing pursuant to this Agreement;

10.1.4 No Prior Termination. This Agreement shall not have been previously terminated pursuant to any other provision hereof;

10.1.5 Representations and Warranties. All of Seller's representations and warranties shall be true and correct;

10.1.6 Status of Title. The status of title to the Property shall be as required by this Agreement.

10.2 Time Periods. Buyer agrees to act reasonably and expeditiously in approving or disapproving Buyer's Contingencies.

10.3 Remedies. If the conditions to Buyer's obligations have not been satisfied on or before the Closing Date, Buyer shall have the option of continuing the Closing Date for a period not to exceed forty-five (45) days until such time as the conditions have been satisfied. This option is a continuing option and not an election of remedies; therefore, at any time prior to the Closing Date (as may be continued under this Article 10.3) if the conditions to Buyer's Contingencies to close have not been satisfied, Buyer can elect to terminate this Agreement or otherwise pursue its remedies against Seller as provided in Article 14.2.

ARTICLE 11. SELLER'S CONTINGENCIES.

11.1 Seller's Contingencies. Seller's obligation to sell the Property pursuant to this Agreement is expressly contingent upon satisfaction of each of the following conditions ("**Seller's Contingencies**") and Seller shall have no obligation to close under this Agreement unless all the following conditions have been satisfied or have been waived by Seller:

11.1.1 Referendum Approval. Buyer acknowledges that the Property sale transaction contemplated by this Agreement is, pursuant to Section 7.09 of the City of Deerfield Beach Charter, contingent upon approval of the voters at a referendum election to be held on March 14, 2023 (the "Referendum Election"). If the sale contemplated herein is not approved by the voters at the Referendum Election, this Agreement shall immediately terminate, Seller shall return the Referendum Deposit to Buyer within 30 days of the Referendum Election, and Buyer and Seller shall have no further obligations under this Agreement, except as expressly provided herein;

11.1.2 Payment and Documents. Delivery and execution by Buyer of all monies, items, and any other instruments required to be delivered and paid by Buyer herein to Seller;

11.1.3 Buyer's Warranties. Buyer's Warranties must be and remain true and correct as of the Closing.

ARTICLE 12. CONDEMNATION OF THE PROPERTY; CONDEMNATION.

12.1 Taking or Condemnation. If, between the Effective Date of this Agreement and the Closing Date, a taking or condemnation of a portion of the Property is threatened, or commenced, Buyer may elect, by providing written notice within ten days after receipt of notice from Seller of such taking or condemnation accompanied by information regarding the amount and payment of condemnation proceeds, to terminate this Agreement or to purchase the Property whereupon Seller shall assign all of Seller's interest in and to all condemnation proceeds.

12.2 Termination Due to Taking or Condemnation. If, as a result of taking or condemnation of the Property, Buyer elects to terminate this Agreement as provided above, this Agreement shall be of no further force and effect, and Escrow Agent is hereby authorized and instructed to return the Deposit to Buyer.

12.3 Condemnation Awards. If Buyer elects to purchase the Property despite such taking or condemnation, Seller shall assign its rights to Buyer and Buyer shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation.

ARTICLE 13. MAINTENANCE AND MANAGEMENT OF THE PROPERTY.

13.1 Seller will Continue to Maintain. From the date of this Agreement until the Closing Date, Seller agrees to continue to manage and maintain the Property using reasonable efforts consistent with the management standards Seller has employed in managing and maintaining the Property prior to the date of this Agreement.

13.2 Seller will not Enter into Long-Term Contracts. Prior to Closing Date, Seller will not, without Buyer's prior written consent: (i) enter into or renew any contract or agreements pertaining to services on or about the Property, or the management or maintenance of the Property, which will expire more than thirty days after the Closing Date or cannot be terminated at no cost to Buyer with thirty days' notice after the Closing Date, or (ii) renew or enter into any leases or rental agreements for all or any portion of the Property.

13.3 Seller to Fully Insure. From the date of this Agreement until the Closing Date, Seller shall keep all existing liability insurance coverages for the Property that are currently in effect, if any, in full force and effect. Additionally, Seller agrees not to lower any amounts of existing coverage or materially change any existing policies or coverages, if any, for the Property.

ARTICLE 14. DEFAULT

14.1 Buyer's Default. In the event that the Buyer fails to close for any reason except for denial of any Final Development Approvals, or the failure of Seller to satisfy any conditions to Buyer's obligations set forth herein, Seller shall be entitled to receive the Deposit as liquidated damages, and thereafter, neither Buyer nor Seller shall have any further obligation under this Agreement. The parties agree that is a reasonable sum considering all of the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. Each party specifically confirms the accuracy of the statements made above and the fact that each party was represented by counsel who explained the consequences of this liquidated damages provision at the time this Agreement was made. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

14.2 Seller's Default. In the event Seller shall fails to convey title to Buyer pursuant to this Agreement for any reason except Buyer's default or the failure of Buyer to satisfy any of the conditions to Seller's obligations set forth herein, Buyer may, in its sole discretion, (a) be entitled to seek specific performance of this Agreement, including for performance of Seller's obligations under Section 7.3 of this Agreement; or (b) elect to terminate this Agreement and receive a refund of the Deposit, in which event neither Buyer nor Seller shall have any further rights or obligations hereunder.

ARTICLE 15. MISCELLANEOUS.

15.1 Survival of Conditions. The covenants, agreements, warranties and representations made by Buyer and Seller herein shall survive the Closing.

15.2 Brokerage Commissions. Seller utilized a real estate broker, Colliers, ("Seller's Broker") in connection with the sale of the Property and Seller shall be responsible for payment of any real estate brokerage fees or commissions due to Seller's Broker in connection with this transaction. Buyer represents and warrants to Seller that there is no real estate broker representing Buyer with respect to this transaction. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. The provisions of this Section shall survive the closing or termination of this Agreement.

15.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors and assigns, which assignment shall be only in accordance with Section 15.4.

15.4 Assignment and Sale. Buyer may assign its rights under this Agreement to a wholly owned subsidiary or newly formed corporation owned by the Buyer or the principals, or majority owners of Buyer, provided that such assignment shall be subject to the Seller's prior written approval, which shall not be unreasonably withheld or delayed but may be conditioned upon Buyer providing written documentation of the proposed assignee's financial capacity and ability to perform under the terms of this Agreement.

15.5 Community Enhancements. Buyer agrees to provide Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements during Buyer's development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of a development agreement to be negotiated between the Parties. This provision shall survive the Closing.

15.6 Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire Agreement between Buyer and Seller and supersede all prior agreements, whether written or oral. The Exhibits attached hereto are hereby incorporated herein by reference as if set forth herein in full. Neither this Agreement nor any of its provisions may be changed, amended, waived or otherwise modified, other than by an agreement in writing duly executed by or on behalf of the party against whom enforcement of any change, amendment, waiver, modification, consent or discharge is sought.

15.7 Time of Essence. Time is of the essence of this Agreement and of each and every term, condition, obligation and provision hereof.

15.8 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.9 Attorneys' Fees. In the event of any action, suit or other proceeding to enforce this Agreement or arising out of the breach of any of its covenants, conditions, agreements or provisions, each Party shall be responsible for their own costs and expenses of suit, including attorneys' fees,

incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.

15.10 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if personally served, or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by reasonably reliable courier service providing overnight or sooner delivery, postage prepaid, and addressed as follows:

To Buyer: MBA Development Partners of Florida, LLC
888 SE 3rd Avenue, Suite 200
Fort Lauderdale, FL 33316
Attn: Mario Caprini & Robert Sherman

With a copy to: Becker & Poliakoff, P.A.
1 East Broward Blvd., #1800
Fort Lauderdale, Florida 33301
Attn: Jennifer Bales Drake, Esq.

To Seller: City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
Attn: David Santucci, City Manager

With a copy to: Weiss, Serota, Helfman, Cole & Bierman, P.L.
2255 Glades Road, Suite 200E
Boca Raton, FL 33431
Attn.: Anthony Soroka, Esq., City Attorney

To Escrow Agent: Becker & Poliakoff, P.A.
1 East Broward Blvd., #1800
Fort Lauderdale, Florida 33301
Attn: Jennifer Bales Drake, Esq

The effective date of delivery of any such notice or other item shall be: a) the date of personal service; b) the delivery date on the return receipt; or c) the day of deposit, postage prepaid, with a reasonably reliable courier service providing overnight or sooner delivery, whichever is applicable. The parties may designate any other address for the service of notices by furnishing same in accordance with this Paragraph.

15.11 Invalid Provisions. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, unenforceable or illegal in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth.

15.12 No Waiver. The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement and shall not be considered a waiver of any other covenant, condition or promise. The waiver shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless such remedy is expressly excluded.

15.13 Governing Law. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida. Venue for any litigation arising from this Agreement shall be in Broward County, Florida.

15.14 Further Assurance. Each party agrees to cooperate with the other party and to execute such additional instruments and documents as may be reasonably necessary or proper in order to carry out the provisions of this Agreement.

15.15 Saturdays, Sundays, Holidays. If any date or time period specified herein shall be on or expire on a day which is a Saturday, Sunday or day which is widely recognized as a legal holiday in the state in which the Property is located, such date or time period shall be deemed to be or extend to the next immediately following business day.

15.16 Acceptance. This Agreement shall not be binding or enforceable against either party until fully executed by both Parties.

15.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County Public Health Unit. **(NOTE: This paragraph is provided for informational purposes pursuant to Section 404.056(8), Florida Statutes).**

15.18 Escrow Agent. The Escrow Agent under this Agreement shall be Becker & Poliakoff, P.A., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301. Escrow Agent shall act as Escrow Agent and has executed this Agreement solely for the purpose of signifying its agreement to act as Escrow Agent under the terms of this Agreement. Escrow Agent is not a party to this Agreement. Escrow Agent's duties, obligations and liabilities hereunder are solely limited to the functions as required of it as Escrow Agent to receive and disburse funds as required under this Agreement. In the event of doubt as to Escrow Agent's duties or liabilities under this Agreement, Escrow Agent may, in Escrow Agent's sole discretion, continue to hold the subject matter of this

escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto or Escrow Agent may deposit same with the Clerk of the Circuit Court having jurisdiction of the dispute, and upon notifying the parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit wherein Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs including reasonable attorneys' fees and cost for post judgment proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Seller or Buyer of items subject to this escrow, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent. Buyer agrees that Escrow Agent may represent itself and may also represent Buyer with respect to this transaction and matters arising out of this transaction. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection from any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willfulness conduct or gross negligence, and Buyer and Seller agree to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of the Agreement, unless such act or omission is a result of the willfulness conduct or gross negligence of the Escrow Agent. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions of this Agreement have been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; the sufficiency of the title to the property to be conveyed; nor as to the identity, authority, or rights of any persons executing same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposit and to disbursement of same in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit in accordance with the provisions hereof, the Escrow shall terminate as regards this Agreement, and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

15.19 Not Recordable. This Agreement shall not be recorded in the Public Records. Recording of same shall constitute a default by the recording party.

15.20 Development Applications. Notwithstanding any language in this Agreement, the City's consideration of any proposed land use amendments, rezoning, plat, site plan or any other development applications submitted to the City for the Property (collectively, the "City Development Applications") shall require public hearings and appropriate findings as to infrastructure, transportation/roads, schools, utilities (which shall be deemed to include potable water, sanitary sewer and drainage as well as necessary power service), public safety facilities and all other matters relevant to such City Development Applications in support thereof. The approval of any proposed land use plan amendments or City Development Applications is not mandated by this Agreement, nor is any other development approval, and is subject to the process as set forth under Florida law, after public hearings and appropriate findings to support any such changes or applications.

15.21 Cost Recovery for City review of Development Applications. Buyer shall be responsible for all applicable cost recovery deposits and charges, pursuant to the applicable City Code provisions, related to costs incurred by the City in reviewing and processing any City Development Applications related to the Development (collectively, the "Cost Recovery Deposit").

15.22 Sovereign Immunity. Nothing in this Agreement shall constitute, or be construed as, a waiver of sovereign or qualified immunity by the Seller or as a waiver beyond the limits set forth in Florida Statute, Section 768.28, or of any defense available to the Seller as set forth in Section 768.28, Florida Statutes, or in any other provision under applicable law. Further, the sole and exclusive remedies available to Buyer against the Seller pursuant to this Agreement are strictly limited to those set forth in Article 14.2 and no waiver of immunity by the Seller shall be deemed, granted or implied.

15.23 Indemnification of Seller. Notwithstanding any other language in this Agreement to the contrary, including but not limiting to any language indicating that Buyer shall have no further obligations under this Agreement or that this Agreement shall become null and void upon termination, Buyer shall indemnify and hold harmless Seller, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by (a) the negligence, recklessness or intentionally wrongful conduct of the Buyer, and other persons employed or utilized by the Buyer in the performance of this Agreement, or (b) the failure to obtain approval of the Property sale by a majority of the qualified voters of the City voting in an election as required under Section 7.09(2) of the City Charter. The provisions of this section shall survive the termination of this Agreement and shall continue until the applicable statute of limitations expires.

15.24 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JURY ADVISORY COMMITTEE IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY EXHIBITS, OR SCHEDULES ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS

CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE
TERMINATION OR EXPIRATION OF THIS AGREEMENT.

(Signature Page Follows on Next Page)

AGREEMENT FOR PURCHASE AND SALE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witnesses:

Maritza Dominguez
Print Name: MARITZA DOMINGUEZ

Print Name: _____

BUYER:

MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a
Florida limited liability company

By: [Signature]
Name: Robert Skermonny
Title: MANAGER
Date: 3/2/2023

Witnesses:

Ketchfield
Print Name: Karen Ketchfield

[Signature]
Print Name: Tracy Batten

SELLER:

CITY OF DEERFIELD BEACH, a Florida Municipal
Corporation

By: [Signature]
Name: Bill Gonz
Title: Mayor
Date: 3/7/23

The escrow instructions set forth above are hereby acknowledged and accepted by:

BECKER & POLIAKOFF, P.A., as Escrow Agent

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
Legal Description

DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A

Parcel ID No. 4842 12 53 0010

**FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE**

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE (this "Amendment") is made and entered by and between CITY OF DEERFIELD BEACH, a Florida Municipal Corporation ("Seller") and MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a Florida limited liability company ("Buyer").

RECITALS

- A. Seller and Buyer have entered into that certain Agreement for Purchase and Sale with an Effective Date of March 7, 2023 (the "Agreement").
- B. Terms used herein without definition shall have the meanings set forth in the Agreement.
- C. The parties have agreed to amend the Agreement as set forth below.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

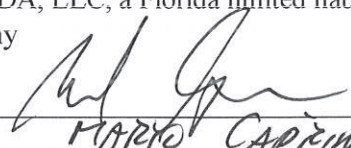
- 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. Extension of Entitlement Period. Sections 7.2 and 7.6 of the Agreement are hereby amended to extend the Entitlement Period by an additional twelve (12) month period ending on May 7, 2026, with two additional four-month extensions conditioned upon Buyer providing documentation to Seller prior to the expiration of the extended Entitlement Period reasonably evidencing that Buyer is diligently pursuing the Final Development Approvals, to provide Buyer more time to continue to diligently pursue and obtain the Final Development Approvals. The new expiration of the Entitlement Period shall be May 7, 2026, as may be further extended by the two additional four months extensions, which, if Buyer provides said documentation granted, will extend the expiration of the Entitlement Period to no later than January 7, 2027 (collectively, the "Entitlement Period Extension").
- 3. Mayo Howard Park Improvements. The Entitlement Period Extension provided in paragraph 2 above is expressly contingent upon Seller ratifying its prior representation and commitment to Seller to (A) commence construction on the Mayo Howard Park Improvements (Community Enhancement) within 30 days after (i) the closing transaction contemplated in the Agreement, and (ii) issuance of all the required permit(s) from the City to enable Seller to commence the improvements (the "Park Improvements Commitment"), and (B) diligently pursue completion of the Mayo Howard Park Improvements after its commencement thereof. The Park Improvements Commitment shall be incorporated into the Development Agreement to be considered at the time that Seller's rezoning application for the Property is considered by the City Commission.
- 4. Miscellaneous.
 - a. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.
 - b. This Amendment shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors, assigns and legal representatives.

- c. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict or ambiguity between the Agreement and this Amendment, this Amendment shall control.
- d. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which, taken together, will constitute one instrument. Facsimile, electronic (such as DocuSign) and PDF signatures will be treated as original signatures.

IN WITNESS WHEREOF, the parties have executed this Amendment and shall be dated effective as of the last of the signatures set forth below ("**Amendment Effective Date**").

BUYER:

MBA DEVELOPMENT PARTNERS OF
FLORIDA, LLC, a Florida limited liability
company

By: 
Name: MARIO CAPRIOLI
Title: MANAGER
Date: 6-12-25

SELLER:

CITY OF DEERFIELD BEACH, a Florida
Municipal Corporation

By: _____
Name: Rodney Brimlow
Title: City Manager
Date: _____

a

RESOLUTION NO. 2022/212

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS A REFERENDUM QUESTION REGARDING THE SALE OF APPROXIMATELY 3.75 ACRES OF REAL PROPERTY OWNED BY THE CITY LOCATED AT 1045 SW 11TH WAY PURSUANT TO SECTION 7.09(2) OF THE CITY CHARTER; PROVIDING FOR A REFERNDUM ELECTION TO BE HELD IN CONJUNCTION WITH THE REGULAR MUNICIPAL ELECTION ON MARCH 14, 2023; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach owns a land parcel consisting of approximately 3.75 acres located at 1045 SW 11th Way (the "Property"), as legally described in the attached Exhibit "A"; and

WHEREAS, the City issued ITN #22-41-PC (the "ITN") to solicit proposals to purchase the Property from the City; and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee's final Rankings and authorized the City Manager and City Attorney to negotiate the key business terms and a purchase and sale agreement with MBA Development Partners of Florida, LLC ("MBA"), the top ranked firm, to purchase the Property from the City, subject to referendum election approval (currently planned for March 14, 2023); and

WHEREAS, on December 15, 2022, the City Commission approved the award of the ITN to MBA and approved the key business terms for the Purchase and Sale Agreement between the City and MBA for the sale of the Property to MBA; and

WHEREAS, Section 7.09(2) of the City Charter requires any sale of City owned property with a fair market value in excess of \$750,000.00 to be approved by a majority of the qualified electors of the City voting at a regular city, general or special election; and

WHEREAS, the City Commission desires to call an election to allow the City's qualified electors to vote at the next regular City municipal election on March 14, 2023 on the proposed sale of the Property to MBA in accordance with Section 7.09(2) of the City Charter.

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

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

Section 2. That a referendum election is hereby called, to be held on Tuesday, March 14, 2023, in conjunction with the regular municipal election, to present to the qualified electors of the City of Deerfield Beach, the ballot question provided in Section 3 of this Resolution regarding the proposed sale of the Property to MBA.

Section 3. That the form of ballot for the proposed sale of the Property shall be substantially as follows:

Land Sale of 1045 SW 11th Way Parcel in Deerfield Beach.

Shall the City of Deerfield Beach sell the approximately 3.75 acre property located at 1045 SW 11th Way to MBA Development Partners of Florida, LLC for \$6.5 million for the purpose of creating a multi-use development with workforce housing, retail and restaurant space, a hotel, green-space and other public amenities?

_____ YES – For the sale of the property

_____ NO – Against the sale of the property

Section 4. Balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Broward County (the "County") Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The City Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution. Pursuant to Section 102.141, Florida Statutes, this election shall be canvassed by the City Clerk with assistance from the County Supervisor of Elections or as required by law.

Section 5. The notice of the election called for in Section 2 of this Resolution shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the week of the election, and shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE CITY ON TUESDAY, THE 14TH DAY OF MARCH, 2023, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00

P.M., AT WHICH TIME THE FOLLOWING PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY.

Ballot Question:

Land Sale of 1045 SW 11th Way Parcel in Deerfield Beach.

Shall the City of Deerfield Beach sell the approximately 3.75 acre property located at 1045 SW 11th Way to MBA Development Partners of Florida, LLC for \$6.5 million for the purpose of creating a multi-use development with workforce housing, retail and restaurant space, a hotel, green-space and other public amenities?

_____ YES – For the sale of the property

_____ NO – Against the sale of the property

Section 6. Copies of this Resolution are on file at the office of the City Clerk located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441, and are available for public inspection during regular business hours.

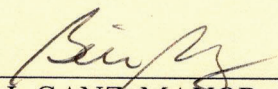
Section 7. The sale of the Property shall become effective only if the majority of the qualified electors voting on the Property sale question vote for its adoption, and the electoral approval shall be considered adopted and effective upon certification of election results.

Section 8. All Resolutions, or parts of Resolutions, in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. The provisions of this Resolution are declared to be severable, and, if any section, sentence, clause and/or phrase of this Resolution 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 Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand despite the invalidity of any part.

Section 10. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2022.


BILL GANZ, MAYOR

ATTEST:

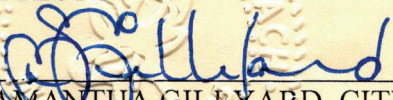

SAMANTHA GILEYARD, CITY CLERK

EXHIBIT "A"
LEGAL DESCRIPTION

DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A RECORDED AS INSTRUMENT
NUMBER 105106236 IN OFFICIAL RECORDS BOOK 18656, PAGE 0822 OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

FOLIO NUMBER: 4842 12 53 0010

A/K/A 1045 SW 11TH WAY DEERFIELD BEACH, FL 33441

RESOLUTION NO. 2023/048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING THE CERTIFIED ELECTION RESULTS OF THE MUNICIPAL ELECTION AND REFERENDUM ELECTION HELD ON MARCH 14, 2023, AS PROVIDED BY THE BROWARD COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the City Charter, the City held an election on March 14, 2023, to elect the District 1 and District 2 Commissioners; and

WHEREAS, pursuant to Section 7.09(2) of the City Charter and Section 38-126(c) of the City of Deerfield Beach's Code of Ordinances, the City placed a referendum ballot question on the March 14, 2023 election ballot seeking approval for the sale of City property located at 1045 SW 11th Way, Deerfield Beach; and

WHEREAS, the results of the City election have been canvassed by the Broward County Canvassing Board in accordance with Section 102.141, Florida Statutes; and

WHEREAS, the Broward Supervisor of Elections has provided the Certified Election Results for the March 14, 2023 Election, attached as Exhibit "A"; and

WHEREAS, the City Commission of the City of Deerfield Beach wishes to accept the Certified Election Results, attached as Exhibit "A," and take all actions necessary to implement the results of the election.

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

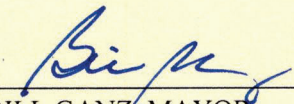
Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

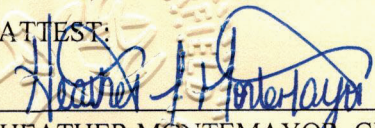
Section 2. The City Commission of the City of Deerfield Beach hereby accepts the election results of the March 14, 2023 election, attached as Exhibit "A," to elect the District 1 and District 2 Commissioners and determine whether the sale of City property located at 1045 SW 11th Way, Deerfield Beach should proceed.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 28TH DAY OF MARCH, 2023.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RUN DATE:03/16/23 05:03 PM

	TOTAL VOTES	%	ED	AV	PV
PRECINCTS COUNTED (OF 49)	49	100.00			
REGISTERED VOTERS - TOTAL	185,983				
BALLOTS CAST - TOTAL	13,074		6,227	6,846	1
BALLOTS CAST - BLANK	16	.12	4	12	0
VOTER TURNOUT - TOTAL		7.03			
VOTER TURNOUT - BLANK		.01			

Deerfield Beach, City Commissioner, District 1
(VOTE FOR) 1

(WITH 4 OF 4 PRECINCTS COUNTED)

Michael Hudak (NPA)	924	55.93	520	404	0
Maria LoRicco (NPA)	728	44.07	333	395	0
Over Votes	0		0	0	0
Under Votes	14		2	12	0

Deerfield Beach, City Commissioner, District 2
(VOTE FOR) 1

(WITH 5 OF 5 PRECINCTS COUNTED)

Ben Preston (NPA)	667	52.48	500	167	0
Darlene Cerezo Swaffar (NPA)	236	18.57	116	120	0
Terry D. Scott (NPA)	368	28.95	250	118	0
Over Votes	0		0	0	0
Under Votes	6		1	5	0

Deerfield Beach, Charter Question
(VOTE FOR) 1

(WITH 16 OF 16 PRECINCTS COUNTED)

Yes - For the sale of the property (NPA)	2,452	57.55	1,077	1,375	0
No - Against the sale of the prope (NPA)	1,809	42.45	964	845	0
Over Votes	1		1	0	0
Under Votes	181		99	82	0

X

County Judge

X

County Commissioner

X

Supervisor of Elections

RE: Deerfield 1045 - Plat Note Amendment - Pre-app submittal

From Miguez, Nataly <NAMIGUEZ@broward.org>

Date Wed 4/15/2026 3:27 PM

To Felipe Castro <fcastro@capitalgroupusa.com>

Cc Juan Carlos Ayala <jcayala@capitalgroupusa.com>; Michael Amodio <mamodio@keithteam.com>; Juan Pablo Chapa <jchapa@keithteam.com>

Hi Felipe,

Thank you for the updated documents. The proposed note language of: *"This plat is restricted to 150 multi-family residential units, a hotel with 120 rooms with an event center, and 143,256 square feet of office and commercial uses."* Is acceptable to the County. I will review the revised submittal package and schedule the preapplication meeting.

Thank you,



NATALY MIGUEZ, PLANNER

Public Works and Environmental Services Department

HOUSING AND URBAN PLANNING DIVISION

1 North University Drive, BOX 102 | Plantation, Florida 33324

954.357.6623

Broward.org/Planning | [ePermits](#)



From: Felipe Castro <fcastro@capitalgroupusa.com>

Sent: Wednesday, April 15, 2026 11:43 AM

To: Miguez, Nataly <NAMIGUEZ@broward.org>

Cc: Juan Carlos Ayala <jcayala@capitalgroupusa.com>; Michael Amodio <mamodio@keithteam.com>; Juan Pablo Chapa <jchapa@keithteam.com>

Subject: Re: Deerfield 1045 - Plat Note Amendment - Pre-app submittal

Appreciate you for taking the time to go over the detail, Nataly.

Attached, please find the revised:

1. Plat & Development Application with the consistent areas.
2. Request Letter from Becker revised.
3. FDOT Letter adjusted for 150 units.

Remember it'd be helpful for our process with the City, to be able to provide them with your "thumbs-up" for the current plat note. Meaning that it's now properly phrased.

We can have that as a separate email or as a confirmation for the pre-app meeting date and time if we are now clear to proceed.

Thank you very much!

FELIPE CASTRO

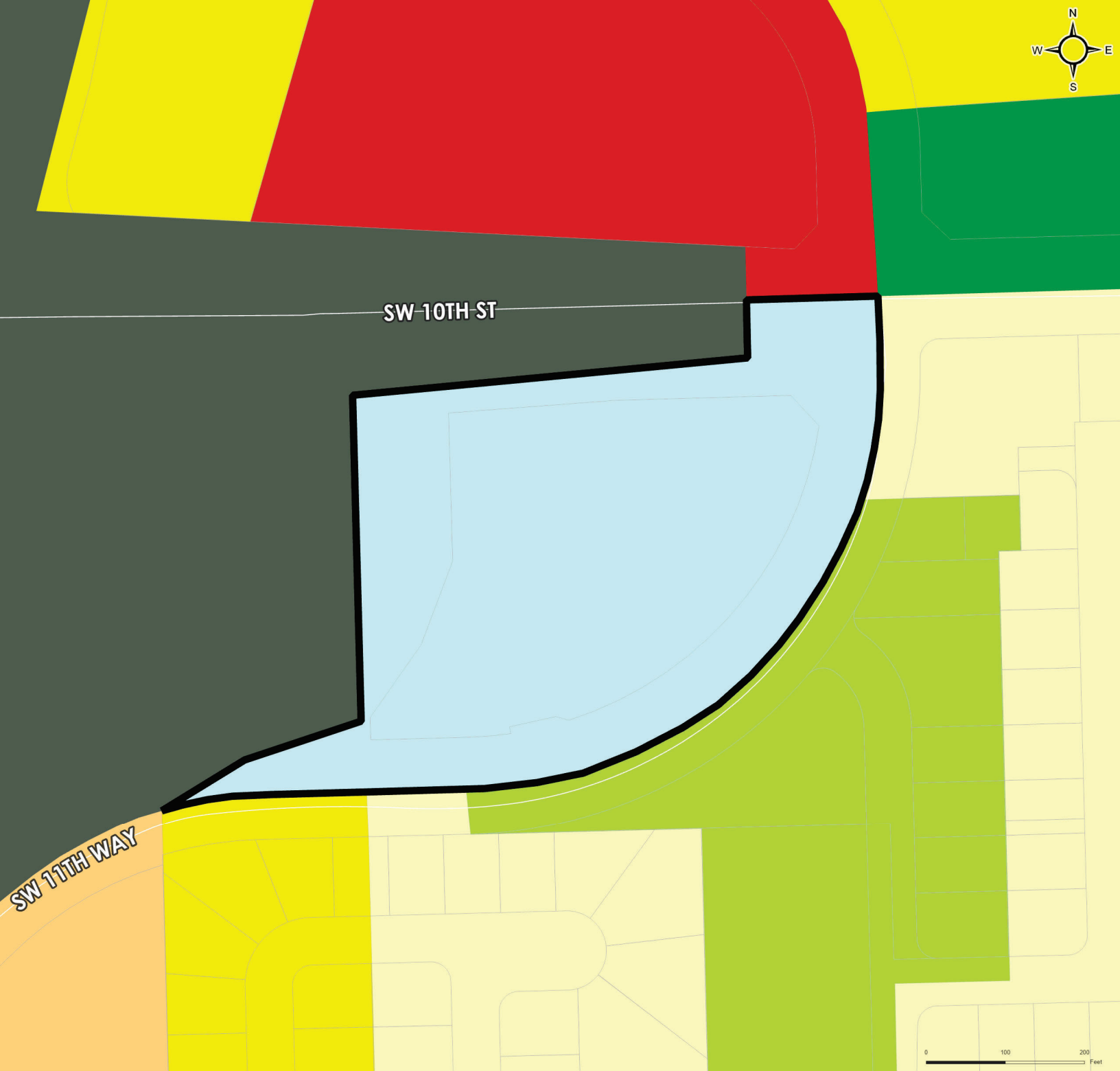
Project Coordinator | Capital Group

-

fcastro@capitalgroupusa.com

CapitalGroupUSA.com





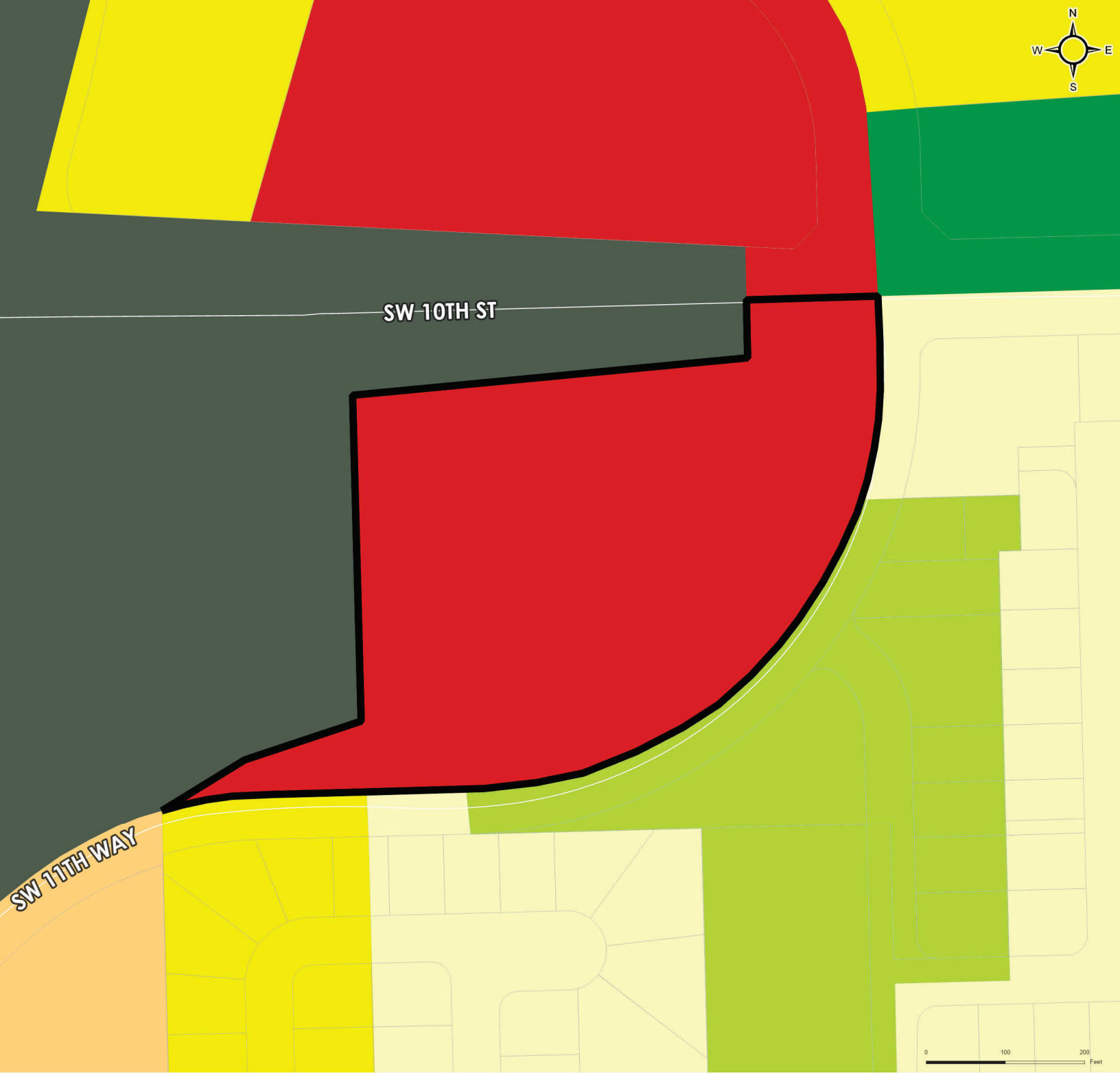
Future Land Use Categories

- | | | |
|---------------------------|---------------------------------------|---|
| Commercial | Residential Moderate (10 DU/AC) | Recreation Commercial |
| Commercial 2 | Residential Medium (15 DU/AC) | Recreation Open Space |
| Community Facility | Residential Medium (16 DU/AC) | Transportation |
| Conservation | Residential High (25 DU/AC) | York Residential Transit Oriented Development |
| Employment Center | Mixed Use Residential High (25 DU/AC) | Utility |
| Historic Place | Residential Irregular | Water |
| Industrial | | Dashed Line Areas |
| Local Activity Center | | Number in Circle = Maximum DU/AC |
| Office Park | | |
| Residential Low (5 DU/AC) | | |



Existing Future Land Use Map 1045 SW 11th Way LUPA #67A

This map was created by the
City of Deerfield Beach GIS on 8/7/2026
and is subject to the City's legal disclaimer



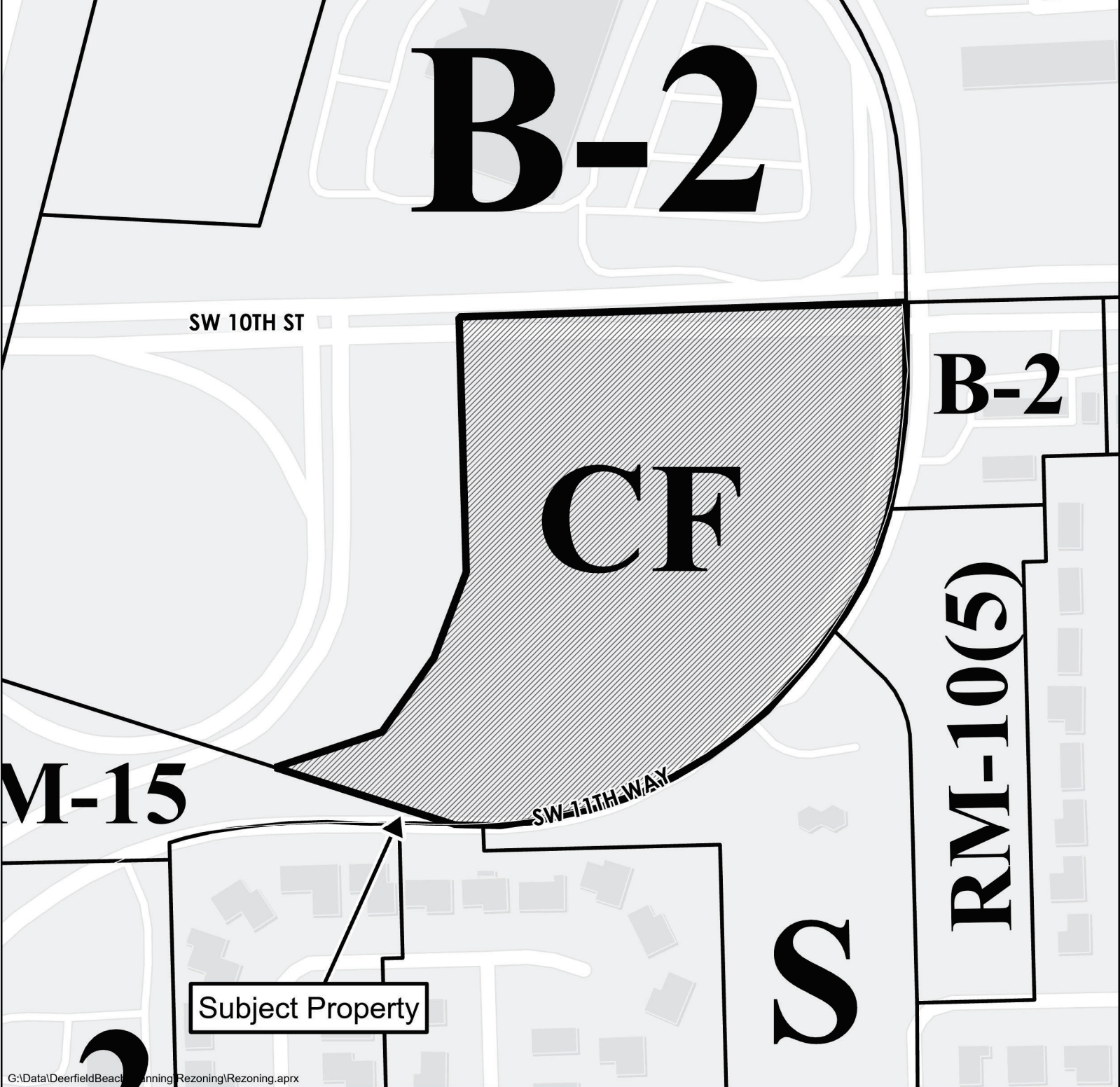
Future Land Use Categories

- | | | |
|---------------------------|---------------------------------------|---|
| Commercial | Residential Moderate (10 DU/AC) | Recreation Commercial |
| Commercial 2 | Residential Medium (15 DU/AC) | Recreation Open Space |
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| Historic Place | Residential Irregular | Water |
| Industrial | | Dashed Line Areas |
| Local Activity Center | | Number in Circle = Maximum DU/AC |
| Office Park | | |
| Residential Low (5 DU/AC) | | |



Proposed Future Land Use Map 1045 SW 11th Way LUPA #67A

This map was created by the
City of Deerfield Beach GIS on 8/7/2026
and is subject to the City's legal disclaimer



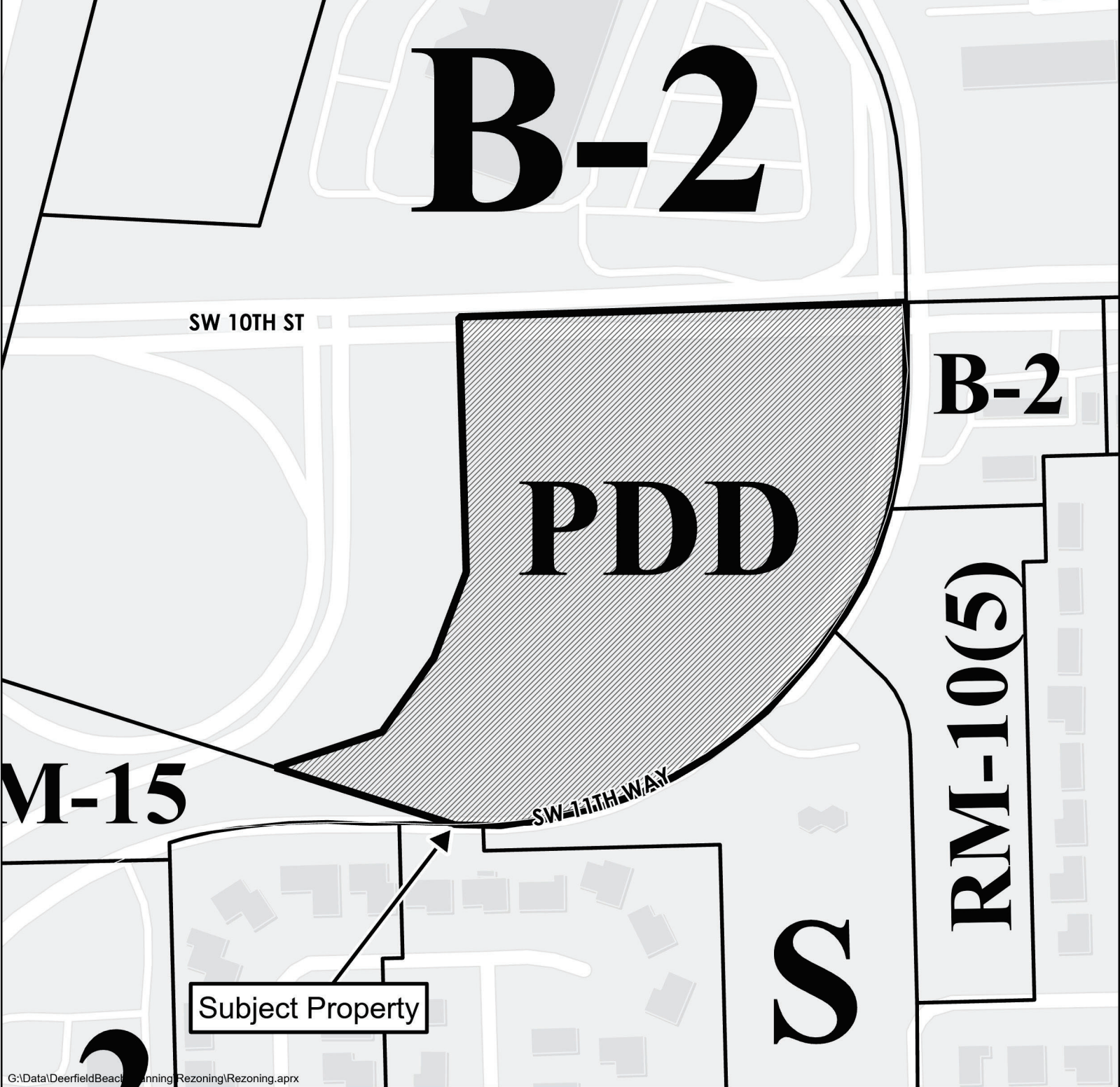
Existing Zoning Map

Rezoning Application 26-R-211

1045 SW 11 WAY

For additional information
call the Planning Department at 954-250-4124
or visit www.deerfield-beach.com/1554/Meetings-Agendas





Proposed Zoning Map
Rezoning Application 26-R-211

1045 SW 11 WAY

For additional information
call the Planning Department at 954-250-4124
or visit www.deerfield-beach.com/1554/Meetings-Agendas



DEERFIELD BEACH CITY CENTER

1045 SW 11TH WAY
DEERFIELD BEACH, FL 33441



BUILDING CODE SUMMARY

Name of Project: DEERFIELD BEACH CITY CENTER
Proposed Use: MIXED-USE
Address: 1045 SW 11TH WAY, DEERFIELD BEACH, FL 33441
City: DEERFIELD BEACH
County: BROWARD
Code Enforcement Jurisdiction: City of Deerfield Beach
LEAD DESIGN PROFESSIONAL:
DESIGNER: FIRM: BRYAN J. HERBERT
LICENSE # PHONE # EMAIL
ARCHITECTURAL: C66013457 954.724.0200 bherbert@bryanjherbert.com

APPLICABLE CODES:

CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE

PROJECT DESCRIPTION - SCOPE OF WORK

THE PROPOSED DEVELOPMENT IS A PUBLIC-PRIVATE PARTNERSHIP (P3) MIXED-USE DEVELOPMENT. THE DEVELOPMENT WILL BE SITUATED WEST OF FAU RESEARCH BOULEVARD EAST OF INTERSTATE 95, AND SW 11TH WAY IN THE CITY OF DEERFIELD BEACH. THE APPLICANT IS PURSUING LAND USE AND ZONING CHANGES AND SITE PLAN APPROVALS ON BEHALF OF THE CITY, WHICH IS THE PROPERTY OWNER.
THE PROJECT INVOLVES THE REDEVELOPMENT OF A VACANT, CITY-OWNED LAND SITUATED WEST OF FAU RESEARCH BOULEVARD EAST OF INTERSTATE 95, AND SW 11TH WAY IN THE CITY OF DEERFIELD BEACH. THE APPLICANT IS PURSUING LAND USE AND ZONING CHANGES AND SITE PLAN APPROVALS ON BEHALF OF THE CITY, WHICH IS THE PROPERTY OWNER.
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LEGAL DESCRIPTION:

1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
COLONIAL LAND DEVELOPMENT
DEERFIELD BEACH, FL 33441
SEE SURVEY FOR COMPLETE LEGAL DESCRIPTION
TEAM
ARCHITECT: CIVIL ENGINEER
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
DEVELOPER: LANDSCAPE ARCHITECT
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
1045 SW 11TH WAY DEERFIELD BEACH, FL 33441

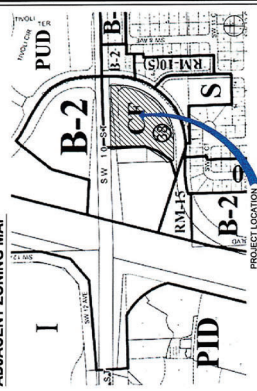
INDEX SHEET

SHEET #	TITLE
A-001	CONCEPTUAL MASTER PLAN
A-100	PROPOSED CONCEPTUAL MASTER PLAN

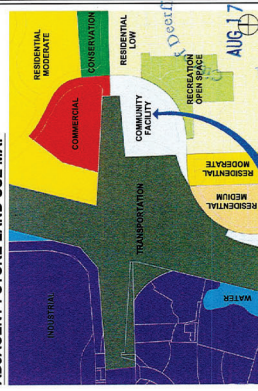
ADJACENT ZONING MAP



ADJACENT ZONING MAP



ADJACENT FUTURE LAND USE MAP



GHA
HERBERT ARCHITECTS
1045 SW 11TH WAY
DEERFIELD BEACH, FL 33441
P: 954.724.0200 F: 954.724.0201



DEERFIELD BEACH
CITY CENTER

1045 SW 11TH WAY
DEERFIELD BEACH, FL 33441



CITY OF DEERFIELD BEACH
DESIGNATED PROJECT, FL 33441

No.	Date	Description
1	02-24-2006	PRELIMINARY
2	04-09-2008	REVISION
3	08-11-2008	REVISION

CONCEPTUAL
MASTER PLAN

04-09-2008
(PROJECT NUMBER)

9622
(SHEET NUMBER)

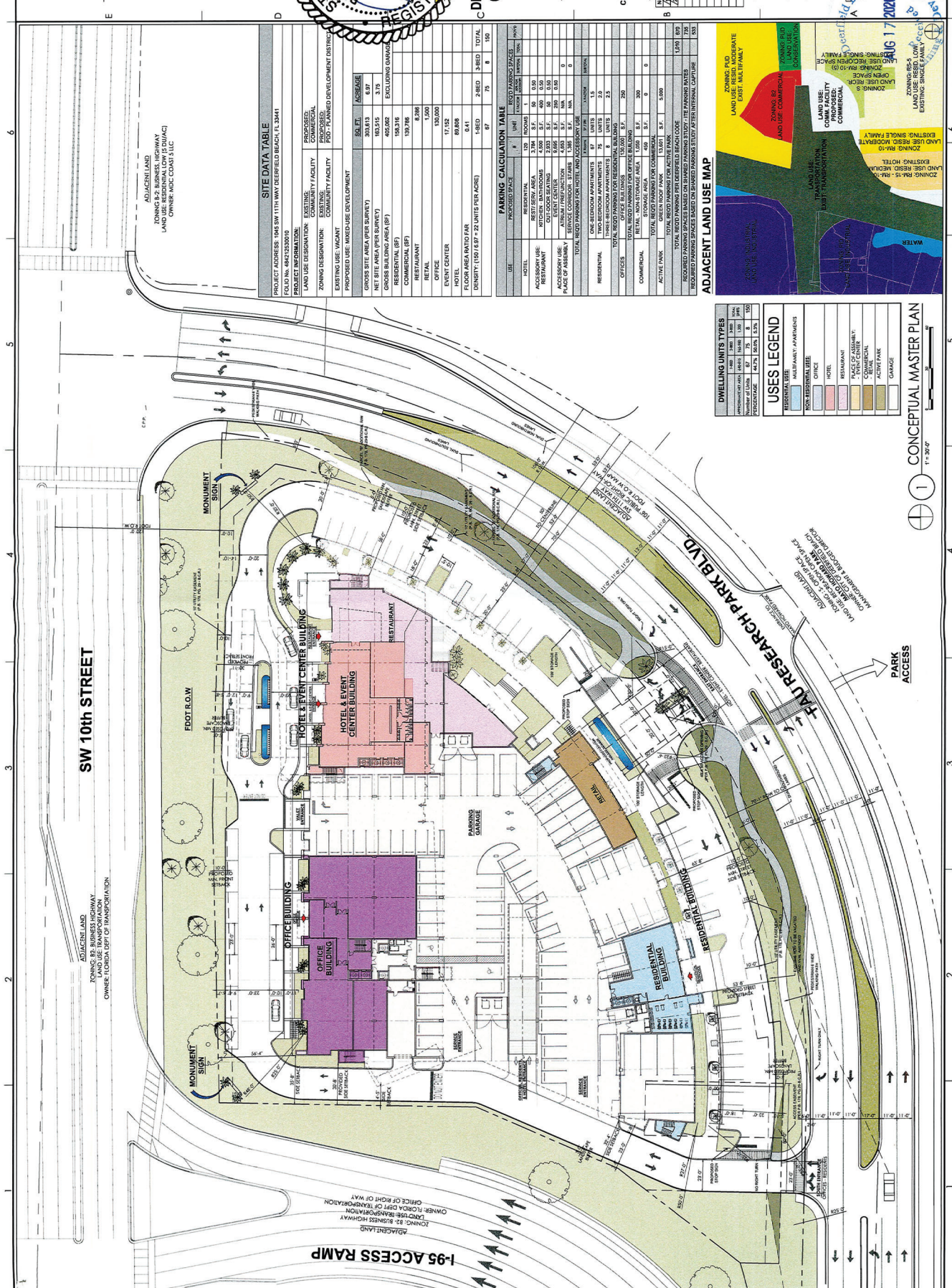
AS SHOWN
(CHECKED BY)

AND
(DESIGNED BY)

COVER, PROJECT
INFORMATION, INDEX
AND LOCATION MAP

AUG 17 2008
(DATE)

A-001
(SHEET NUMBER)





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-481

Agenda Date: 9/14/2026

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2026-089: ORDINANCE 2026/ - 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 \$10,500,000, TO PROVIDE FUNDS TO PAY THE COST OF PURCHASING CERTAIN PUBLIC SAFETY VEHICLES, INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT TO THE CITY FOR PREVIOUSLY PURCHASED PUBLIC SAFETY VEHICLES TO THE EXTENT PERMISSIBLE UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; 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 CONFLICTS; 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

Fiscal Impact

Costs: NOT TO EXCEED \$10,500,000

Account Name: General Fund/Capital Lease Proceeds

Account Number: 100-000-130-0000-000-38400-384200

Secondary Account Name: General Capital Fund / Automobile Vehicles (Police)

Secondary Account Number: 399-200-211-2101-000-52100-506420

Tertiary Account Name: General Capital Fund / Automobile Vehicles (Fire Rescue)

Tertiary Account Number: 399-200-220-2200-000-52200-506420

Background/History

The City is in a process to acquire and to provide for the long-term maintenance of certain public safety vehicles, as more specifically described below, to be owned and operated by the City.

At the June 16, 2026 City Commission Meeting, the City Commission approved the issuance of a Purchase Order to Cocoa Ford for the purchase of 144 vehicles for the City's Police and Fire Departments in an amount not to exceed \$8,279,400.01, inclusive of wrap graphics for 108 of the 144

vehicles, utilizing the terms and pricing of the Florida Sheriff's Association Contract, and a premium maintenance plan for the vehicles in an amount not to exceed \$470,160.00.

The City additionally intends to purchase a Fire Engine apparatus with an approximate cost not to exceed \$1,500,000.

City staff, along with financial management consultants and the legal team (including bond counsel), considered and evaluated several funding strategies to assess and understand the potential impacts of each strategy as it pertains to cash flow, debt service coverage, and reserve positions. The goal was to provide the funding needed for the vehicles, preserve as much flexibility as possible, and identify/mitigate risks. Therefore, the City has determined that it intends to finance these purchases with the proceeds of obligations, including without limitation, tax-exempt notes, the interest on which is excludable from gross income for federal income tax purposes (the "Tax-Exempt Obligations"). The City reasonably expects to advance from its own internal funds certain costs of the purchase to be paid prior to issuance of the Tax-Exempt Obligations and reasonably expects to reimburse itself for such capital costs of the purchase from the proceeds of the Tax-Exempt Obligations to be issued subsequent to the date hereof. Pursuant to Treasury Regulations Section 1.150-2(d)(1), to reimburse itself from proceeds of Tax-Exempt Obligations for expenditures paid by the City prior to the issuance of the Tax-Exempt Obligations, the City adopted a declaration of official intent to reimburse on July 7, 2026.

Current Activity

The City currently intends on issuing Tax-Exempt Obligations at a maximum principal amount of \$10,500,000 for costs of vehicles and reasonably expects to reimburse itself for all or a portion of the costs of vehicles paid from its own internal funds.

ORDINANCE NO. 2026/

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 \$10,500,000, TO PROVIDE FUNDS TO PAY THE COST OF PURCHASING CERTAIN PUBLIC SAFETY VEHICLES, INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT TO THE CITY FOR PREVIOUSLY PURCHASED PUBLIC SAFETY VEHICLES TO THE EXTENT PERMISSIBLE UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; 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 CONFLICTS; 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 Vehicles.

“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 or other financing 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.

“Vehicles” means certain public safety vehicles, including, but not limited to, police department vehicles, fire department vehicles, and any other public safety or municipal vehicles in the City’s capital budget for Fiscal Year 2026 which are approved by the City Commission to be financed, in whole or in part, with proceeds of the Obligations, so long as such Vehicles are eligible to be financed with proceeds of Tax-Exempt Obligations, together with maintenance and extended warranty plans for such Vehicles, to be purchased, acquired and installed by or on behalf of the City and financed, in whole or in part, with the proceeds of the Obligations, which Vehicles shall be generally described in the Supplemental Resolution.

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 acquire and finance public safety vehicles 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 purchase, acquire, equip, and provide for the long-term maintenance of, the Vehicles.

(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 to pay for all or a portion of the cost of the Vehicles 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 \$10,500,000, for the purpose of (i) providing funds to pay the cost of purchasing the Vehicles, including, without limitation, reimbursement to the City for previously purchased Vehicles to the extent permissible under the Code and (ii) paying 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 \$10,500,000, (ii) the final maturity thereof shall not exceed five (5) years from their date of issuance or, if the City Commission delegates to the City Manager the authority to determine the terms of the Obligations pursuant to Section 4(e)(i) hereof, then such longer term as the City Manager determines is in the best interest of the City, 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 VEHICLES. The City Commission hereby authorizes the purchase of the Vehicles 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 and bond counsel, 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 or other financing 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 or other financing agreement approved thereby, desirable or consistent with the requirements of this Ordinance, the Supplemental Resolution or the loan or other financing 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 AUGUST, 2026.

PASSED 2ND READING ON THIS ____ DAY OF SEPTEMBER, 2026.

(SEAL)

CITY COMMISSION OF THE CITY
OF DEERFIELD BEACH, FLORIDA

By: _____
Todd Drosky, 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. 2026-509

Agenda Date: 9/14/2026

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a loan in the aggregate principal amount of not exceeding \$10,500,000 to provide funds to pay the cost of purchasing certain public safety vehicles and certain long-term maintenance plans for such public safety vehicles, including, without limitation, reimbursement to the City for previously purchased public safety vehicles to the extent permissible under the Internal Revenue Code of 1986, as amended, and related costs of issuance; authorizing the issuance of a Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026, to evidence such loan; making findings and determinations as to the Loan and the Series 2026 Note; accepting the lender's proposal to provide the loan and purchase the Series 2026 Note; providing that the City's obligations under the Loan and the Series 2026 Note 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 2026 Note; authorizing other required actions in connection therewith; providing for conflicts and an effective date. (*Departmental Business*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: NOT TO EXCEED \$10,500,000

Account Name: General Fund / Loan Proceeds

Account Number: 100-000-130-0000-000-38400-384100

Background/History

The City desires to obtain a loan to purchase certain public safety vehicles, including, but not limited to, police department vehicles, fire department vehicles, and any other public safety or municipal vehicles, including long-term maintenance/extended warranty plans for such public safety vehicles, as more specifically described in Exhibit A to the Loan Agreement.

TD Equipment Finance, Inc. (the "Lender") submitted its proposal dated July 15, 2026 (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.

Current Activity

With this approved resolution, the City will accept the Proposal of the Lender, attached hereto as Exhibit A, to provide the Loan in an aggregate principal amount not exceeding Ten Million Five Hundred Thousand Dollars (\$10,500,000). The proceeds from the Loan shall be used solely for the purpose of paying the cost of the vehicles and paying costs of issuance of the Series 2026 Note.

The City is seeking approval to authorize the issuance of the Series 2026 Note, to be issued under and pursuant to the Authorizing Ordinance, this Resolution and the Loan Agreement, in an aggregate principal amount not exceeding \$10,500,000.

Recommendation

Staff recommends approval of this Resolution

RESOLUTION NO. 2026/_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING A LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,500,000 TO PROVIDE FUNDS TO PAY THE COST OF PURCHASING CERTAIN PUBLIC SAFETY VEHICLES AND CERTAIN LONG-TERM MAINTENANCE PLANS FOR SUCH PUBLIC SAFETY VEHICLES, INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT TO THE CITY FOR PREVIOUSLY PURCHASED PUBLIC SAFETY VEHICLES TO THE EXTENT PERMISSIBLE UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND RELATED COSTS OF ISSUANCE; AUTHORIZING THE ISSUANCE OF A SPECIAL OBLIGATION NON-AD VALOREM REVENUE NOTE (VEHICLE FINANCING), SERIES 2026, TO EVIDENCE SUCH LOAN; MAKING FINDINGS AND DETERMINATIONS AS TO THE LOAN AND THE SERIES 2026 NOTE; ACCEPTING THE LENDER'S PROPOSAL TO PROVIDE THE LOAN AND PURCHASE THE SERIES 2026 NOTE; PROVIDING THAT THE CITY'S OBLIGATIONS UNDER THE LOAN AND THE SERIES 2026 NOTE 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 2026 NOTE; AUTHORIZING OTHER REQUIRED ACTIONS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS AND 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 purchase certain public safety vehicles, including, but not limited to, police department vehicles, fire department vehicles, and any other public safety or municipal vehicles, including long-term maintenance/extended warranty plans for such public safety vehicles, as more specifically described in Exhibit A to the Loan Agreement (as defined herein) (the "Vehicles") and pay costs of issuance; and

WHEREAS, on June 17, 2026, 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 \$10,500,000 (the "Loan") in order to pay the cost of the Vehicles 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 Equipment Finance, Inc. (the “Lender”) submitted its proposal, dated July 15, 2026, and updated on August 18, 2026, (collectively, 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, City staff 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 Note (Vehicle Financing), Series 2026 (the “Series 2026 Note”) to evidence the Loan, and (iv) approve the form of and authorize the execution and delivery of the Loan Agreement and the Series 2026 Note.

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 Commission hereby finds and determines that:

- (a) it is in the best interests of the City and its residents to obtain financing for the Vehicles;
- (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 2026 Note to the Lender;
- (c) based on advice of the Financial Advisor, a negotiated award of the Loan and the Series 2026 Note is necessary and is in the best interests of the City and its residents because of (i) the volatile financial market conditions, (ii) the necessity of being able to adjust the terms of the Loan and the Series 2026 Note to respond to changes in market conditions and (iii) the need to maintain maximum flexibility while moving as expeditiously as possible to consummate the financing;
- (d) the obligation of the City to repay the Series 2026 Note in accordance with its terms and to make the payments required under the Loan Agreement is hereby declared to be and shall be a special, limited obligation of the City, secured 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 2026 Note in accordance with its terms and to make other payments, if any, required under the Loan Agreement shall not be or constitute a general obligation or indebtedness of the City and neither the Series 2026 Note nor the Loan shall be or constitute a “bond” within the meaning of Article VII, Section 12, Florida Constitution. Neither the Lender nor any successor owner of the Series 2026 Note shall be entitled to compel the payment of the principal of or interest on the Series 2026 Note or the making of any other payments required under the Series 2026 Note or the Loan Agreement from any moneys of the City other than the Pledged Funds; and

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

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

“Authorizing Ordinance” means the ordinance enacted by the City Commission on September 14, 2026, authorizing, among other things, the Loan and the issuance of the Series 2026 Note in the aggregate principal amount of not exceeding \$10,500,000.

“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 member of the City Commission appointed to serve as the acting Vice Mayor.

SECTION 5. ACCEPTANCE OF PROPOSAL; AUTHORIZATION OF LOAN AND ISSUANCE OF SERIES 2026 NOTE. The City Commission hereby accepts the Proposal of the Lender, attached hereto as Exhibit A, to provide the Loan in an aggregate principal amount not exceeding Ten Million Five Hundred Thousand Dollars (\$10,500,000). The proceeds from the Loan shall be used solely for the purpose of paying the cost of the Vehicles and paying costs of issuance of the Series 2026 Note.

The City hereby authorizes the issuance of the Series 2026 Note, to be issued under and pursuant to the Authorizing Ordinance, this Resolution and the Loan Agreement, in an aggregate principal amount not exceeding \$10,500,000, with such terms as provided in Section 6 hereof.

SECTION 6. TERMS AND PROVISIONS APPLICABLE TO THE SERIES 2026 NOTE. The Series 2026 Note 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 2026 Note being conclusive evidence of his approval and the City Commission’s approval of such variations, omissions and insertions. The Series 2026 Note shall be issued as a single certificate, 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 2026 Note, shall mature not later than five (5) 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 2026 Note. The Series 2026 Note shall be secured by and payable from the Pledged Funds, in the manner and to the extent provided in the Loan Agreement.

The Series 2026 Note shall be designated as “City of Deerfield Beach, Florida Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026.”

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 2026 NOTE. The City Manager is hereby authorized and directed to cause the Series 2026 Note to be signed with his manual or facsimile signature and the City Clerk is hereby authorized and directed to attest to the execution of the Series 2026 Note by the City Manager with her manual or facsimile signature and is hereby directed and authorized to cause the seal of the City or a facsimile thereof to be affixed or imprinted on the Series 2026 Note, and the Series 2026 Note shall thereupon be delivered to the Lender.

SECTION 9. GENERAL AUTHORITY. The members of the City Commission, the City Manager, the City Clerk, the Chief Financial Officer, the City Attorney, the officers, attorneys and other agents or employees of the City, including, without limitation, the Financial Advisor and Bond Counsel, are hereby authorized to do all acts and things required of them by the Authorizing Ordinance, this Resolution, the Loan Agreement or the Series 2026 Note, or desirable or consistent with the requirements of the Authorizing Ordinance, this Resolution, the Loan Agreement or the Series 2026 Note for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the City Commission, the City Manager, the City Clerk, the Chief Financial Officer and the City Attorney, and the Financial Advisor and Bond Counsel, are each hereby authorized and directed to execute and deliver any and all papers and instruments and to do and to cause to be done any and all acts and things, as applicable, necessary or proper for carrying out the transactions contemplated hereunder.

In any case where the Mayor or the City Manager is authorized or directed to make a determination or otherwise take action under this Resolution, the Mayor and the City Manager are authorized to make such determination or take such action after such consultation, if any, as the Mayor or the City Manager deems appropriate with the Chief Financial Officer, the Financial Advisor, the City Attorney and/or Bond Counsel.

SECTION 10. COMPLIANCE WITH OPEN MEETING LAW. It is found and determined that all formal actions of the City Commission concerning and relating to the adoption of this Resolution were taken in open meetings of the City Commission and that all deliberations of the City Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes and the City Charter.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The headings preceding the texts of the several sections and subsections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect.

SECTION 12. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held by a court of competent jurisdiction to be contrary to any express provision of law or contrary to the policy of express law,

though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

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

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

PASSED AND ADOPTED THIS 14th DAY OF SEPTEMBER, 2026.

CITY OF DEERFIELD BEACH, FLORIDA

By: _____
Todd Drosky, Mayor

ATTEST:

Heather Montemayor, City Clerk

EXHIBIT A

PROPOSAL OF TD EQUIPMENT FINANCE, INC.

EXHIBIT B
FORM OF LOAN AGREEMENT

From:

Vincent Locicero

(856) 433-2265

Vincent.Locicero@td.com

Equipment
financing
that works.



Turn to TD Equipment Finance for solutions
that fit your needs.

Count on the professionals at TD Equipment Finance
to deliver the creative financing solutions you need,
along with the highly personal service you demand.

Financing Proposal For:
Davenport Public Finance, Inc
Attn: Sam Stewart, AVP
City of Deerfield Beach, FL

7/15/2026

Dear Sam,

TD Equipment Finance, Inc. ("TDEF") is pleased to present the following Proposal for your consideration. The structure of the transaction is outlined in the attached Proposal Exhibit which also sets forth certain terms and conditions. **PLEASE NOTE THIS PROPOSAL IS SUBJECT TO CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH TDEF'S INTERNAL CREDIT POLICY. NOTHING IN THIS PROPOSAL SHALL BE CONSTRUED AS A COMMITMENT TO LEND.** TDEF looks forward to doing business with you and hopes you find the attached Proposal acceptable. If so, please sign and date the enclosed signature page and return it to us by July 16, 2026.

Sincerely,

Vincent Locicero

VP, Regional Manager
TD Equipment Finance, Inc.

Proposal Exhibit

Lender:	TD Equipment Finance, Inc., its successors and assigns
Borrower:	City of Deerfield Beach, Florida, a state or a political subdivision thereof
Equipment:	Essential Use Equipment & Vehicles
Maximum Purchase Price:	\$10,500,000.00
Commencement Date:	Subject to the terms and conditions of the Loan, the Loan shall commence upon the earlier of (a) Borrower's acceptance of the Equipment and (b) Lender's deposit of the Purchase Price for the Loan in an escrow fund or similar fund as provided in the Loan but in no event later than 9/30/2026 Loan Term: ~53 months - See amortization schedules attached hereto and made a part hereof Payment Amount: See amortization schedules attached hereto and made a part hereof
Rental Payments:	Payments Due: Principal Payments annually on March 1, commencing March 1, 2027 and continuing until Final Maturity. Interest Payments Semi-Annual due March 1 and September 1, commencing March 1, 2027 and continuing until Final Maturity.
Prepayment:	OPTION A: The Loan may be prepaid at any time in whole, but not in part, subject to a prepayment premium based on the greater of Yield Maintenance or 1% of the then- outstanding principal balance of the Loan. OPTION B: The Loan may be prepaid at any time in whole, but not in part, subject to a prepayment premium based on 1% of the then- outstanding principal balance of the Loan during the first 3-years of the term, followed by 0% thereafter.
Tax-exempt Interest Rate:	Option A: 3.82% Option B: 3.87% See bid sheet attached hereto and made a part hereof
Indexing:	The Tax Exempt Interest Rate quoted above based on Lender's cost of funds and will be held until 9/30/2026. If the Commencement Date does not occur by 9/30/2026, the interest rate will be adjusted to reflect any change in Lender's cost of funds. The interest rate and rental payments under the Loan will be fixed for the term of the Loan.
Structure:	The Loan will constitute a "state or local bond" with the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code").

Lender shall Loan the Equipment to Borrower without representation or warranty on an AS IS BASIS. The Loan will be a "triple net Loan" under which Borrower will be responsible for all expenses relating to the Equipment including, but not limited to, maintenance, insurance coverage (in an amount and in a form acceptable to Lender), and all taxes (e.g. sales, use and personal property). Borrower shall bear all risk of loss, damage and liability to the Equipment.

Escrow Funding:

The proceeds of the Loan will be deposited in an escrow account acceptable to Lender, and disbursements made therefrom upon request by Borrower pursuant to an escrow agreement in form and substance satisfactory to Lender.

Tax Status:

The Loan may be either Bank Qualified or Not be a Bank Qualified tax exempt obligation under Section 265 (b)(3) of the Code. The interest portion of the payments under the Loan will be includable from the gross income of Lender for federal income taxation purposes. Upon a determination that the interest component of the payments under the Loan is includable in gross income of Borrower for federal income tax purposes, the interest rate on the Loan will increase to a rate sufficient to restore Lender to its after-tax yield from and after the date such interest became includable in Lender's gross income, and taking into account all penalties, fines, interest and additions to tax.

Legal Opinions:

Borrower's counsel shall deliver an opinion to Lender at closing in form and substance satisfactory to Lender which shall address, among other things, Borrowers authority to enter in to Loan and the enforceability of the Loan. Lender will also provide an opinion of nationally recognized bond counsel with respect to the tax-exempt status of the interest payable under the Loan.

Costs & Expenses:

NONE

Documentation:

The documentation for the Loan will contain covenants, representations and warranties usual and customary for transactions of this type and others appropriate to the transaction. All documentation to be executed in connection herewith shall be in satisfactory form and substance to Lender. Lender shall verify the Equipment specifications including, but not limited to, model number, number of units, installation costs, year of manufacturing and maintenance contracts; and approve the final Equipment configuration, and acceptance of the financing.

Covenants:

Covenants/Conditions to be substantially in line with TD's existing CBA debt to the City:

Additional debt secured by either a covenant to budget and appropriate or specific non-ad valorem revenue(s) may not be issued unless legally available non-ad valorem revenues cover pro-forma MADS by at least 1.5x.

Borrower shall maintain at least one Public Debt Rating and rating(s) shall not fall below Baa3/BBB-. If 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, and the ratings have not been withdrawn for credit-related reasons, then the Bank will require an annual coverage covenant of 1.50x MADS.

LENDER'S PROPOSAL/FINANCIAL INFORMATION:

This Proposal is subject to final credit review and approval, and not, nor should it be construed as, a commitment by Lender or any affiliate to enter into the proposed Loan transaction. In order to complete its credit due diligence, Borrower shall furnish Lender with the following:

- Three years most current audited annual financial statements, and shall be furnished annually thereafter, if not otherwise published on Borrower's website
- Copy of meeting minutes
- Copy of budget
- Statement of essential use
- Other supporting data as may be requested

AUTHORIZATION: Borrower acknowledges and agrees that Lender may furnish all Borrower-presented information, financials, analysis, and related credit and review materials to its employees, counsel and agents, as well as its participants and/or assigns. Borrower authorizes Lender to contact TD Bank, N.A. and other references of Borrower, and to order any and all credit checks and investigative reports, all as Lender deems necessary in connection with the evaluation of the transaction.

GENERAL:

TD Equipment Finance, Inc. complies with Section 326 of the USA Patriot Act. This Act mandates that we verify certain information about Borrower while processing any Loan request.

EXPIRATION:

This Loan Proposal shall expire, if not accepted by a qualified official by 3:00 pm, on July 16, 2026.

APPROVED AND ACCEPTED:

City of Deerfield Beach, FL

By: _____

Print Name:

Title:

Date:

Option A Amortization Schedule:

Average rate.....3.82000000%						
	Starting		Debt			Ending
Date	Balance	Takedowns	Service	Interest	Principal	Balance
9/17/2026	\$0.00	\$10,500,000.00	\$0.00	\$0.00	\$0.00	\$10,500,000.00
3/1/2027	\$10,500,000.00	\$0.00	\$2,097,723.33	\$182,723.33	\$1,915,000.00	\$8,585,000.00
9/1/2027	\$8,585,000.00	\$0.00	\$163,973.50	\$163,973.50	\$0.00	\$8,585,000.00
3/1/2028	\$8,585,000.00	\$0.00	\$2,151,973.50	\$163,973.50	\$1,988,000.00	\$6,597,000.00
9/1/2028	\$6,597,000.00	\$0.00	\$126,002.70	\$126,002.70	\$0.00	\$6,597,000.00
3/1/2029	\$6,597,000.00	\$0.00	\$2,216,002.70	\$126,002.70	\$2,090,000.00	\$4,507,000.00
9/1/2029	\$4,507,000.00	\$0.00	\$86,083.70	\$86,083.70	\$0.00	\$4,507,000.00
3/1/2030	\$4,507,000.00	\$0.00	\$2,283,083.70	\$86,083.70	\$2,197,000.00	\$2,310,000.00
9/1/2030	\$2,310,000.00	\$0.00	\$44,121.00	\$44,121.00	\$0.00	\$2,310,000.00
3/1/2031	\$2,310,000.00	\$0.00	\$2,354,121.00	\$44,121.00	\$2,310,000.00	\$0.00
Total		\$10,500,000.00	\$11,523,085.13	\$1,023,085.13	\$10,500,000.00	

Option B Amortization Schedule:

Average rate.....3.87000000%						
	Starting		Debt			Ending
Date	Balance	Takedowns	Service	Interest	Principal	Balance
9/17/2026	\$0.00	\$10,500,000.00	\$0.00	\$0.00	\$0.00	\$10,500,000.00
3/1/2027	\$10,500,000.00	\$0.00	\$2,100,115.00	\$185,115.00	\$1,915,000.00	\$8,585,000.00
9/1/2027	\$8,585,000.00	\$0.00	\$166,119.75	\$166,119.75	\$0.00	\$8,585,000.00
3/1/2028	\$8,585,000.00	\$0.00	\$2,154,119.75	\$166,119.75	\$1,988,000.00	\$6,597,000.00
9/1/2028	\$6,597,000.00	\$0.00	\$127,651.95	\$127,651.95	\$0.00	\$6,597,000.00
3/1/2029	\$6,597,000.00	\$0.00	\$2,217,651.95	\$127,651.95	\$2,090,000.00	\$4,507,000.00
9/1/2029	\$4,507,000.00	\$0.00	\$87,210.45	\$87,210.45	\$0.00	\$4,507,000.00
3/1/2030	\$4,507,000.00	\$0.00	\$2,284,210.45	\$87,210.45	\$2,197,000.00	\$2,310,000.00
9/1/2030	\$2,310,000.00	\$0.00	\$44,698.50	\$44,698.50	\$0.00	\$2,310,000.00
3/1/2031	\$2,310,000.00	\$0.00	\$2,354,698.50	\$44,698.50	\$2,310,000.00	\$0.00
Total		\$10,500,000.00	\$11,536,476.30	\$1,036,476.30	\$10,500,000.00	

From:

Vincent Locicero

(856) 433-2265

Vincent.Locicero@td.com

The advertisement features a dark, textured background with a green horizontal band across the middle. The text "Equipment financing that works." is displayed in white and green. The TD Bank logo is in the bottom left corner.

Equipment
financing
that works.



Turn to TD Equipment Finance for solutions
that fit your needs.

Count on the professionals at TD Equipment Finance
to deliver the creative financing solutions you need,
along with the highly personal service you demand.

Financing Proposal For:
Davenport Public Finance, Inc
Attn: Sam Stewart, AVP
City of Deerfield Beach, FL

8/18/2026

Dear Sam,

TD Equipment Finance, Inc. ("TDEF") is pleased to present the following Proposal for your consideration. The structure of the transaction is outlined in the attached Proposal Exhibit which also sets forth certain terms and conditions. **PLEASE NOTE THIS PROPOSAL IS SUBJECT TO CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH TDEF'S INTERNAL CREDIT POLICY. NOTHING IN THIS PROPOSAL SHALL BE CONSTRUED AS A COMMITMENT TO LEND.** TDEF looks forward to doing business with you and hopes you find the attached Proposal acceptable. If so, please sign and date the enclosed signature page and return it to us by August 19, 2026.

Sincerely,

Vincent Locicero

VP, Regional Manager
TD Equipment Finance, Inc.

Proposal Exhibit

Lender:	TD Equipment Finance, Inc., its successors and assigns
Borrower:	City of Deerfield Beach, Florida, a state or a political subdivision thereof
Equipment:	Essential Use Equipment & Vehicles
Maximum Purchase Price:	\$10,500,000.00
Commencement Date:	Subject to the terms and conditions of the Loan, the Loan shall commence upon the earlier of (a) Borrower's acceptance of the Equipment and (b) Lender's deposit of the Purchase Price for the Loan in an escrow fund or similar fund as provided in the Loan but in no event later than 9/30/2026 Loan Term: ~53 months - See amortization schedules attached hereto and made a part hereof Payment Amount: See amortization schedules attached hereto and made a part hereof
Rental Payments:	Payments Due: Principal Payments annually on March 1, commencing March 1, 2027 and continuing until Final Maturity. Interest Payments Semi-Annual due March 1 and September 1, commencing March 1, 2027 and continuing until Final Maturity.
Prepayment:	OPTION A: The Loan may be prepaid at any time in whole, but not in part, subject to a prepayment premium based on the greater of Yield Maintenance or 1% of the then- outstanding principal balance of the Loan. OPTION B: The Loan may be prepaid at any time in whole, but not in part, subject to a prepayment premium based on 1% of the then- outstanding principal balance of the Loan during the first 3-years of the term, followed by 0% thereafter.
Tax-exempt Interest Rate:	Option A: 3.8473% Option B: 3.8947% See bid sheet attached hereto and made a part hereof
Indexing:	The Tax Exempt Interest Rate quoted above based on Lender's cost of funds and will be held until 9/30/2026. If the Commencement Date does not occur by 9/30/2026, the interest rate will be adjusted to reflect any change in Lender's cost of funds. The interest rate and rental payments under the Loan will be fixed for the term of the Loan.
Structure:	The Loan will constitute a "state or local bond" with the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code").

Lender shall Loan the Equipment to Borrower without representation or warranty on an AS IS BASIS. The Loan will be a "triple net Loan" under which Borrower will be responsible for all expenses relating to the Equipment including, but not limited to, maintenance, insurance coverage (in an amount and in a form acceptable to Lender), and all taxes (e.g. sales, use and personal property). Borrower shall bear all risk of loss, damage and liability to the Equipment.

Escrow Funding:

The proceeds of the Loan will be deposited in an escrow account acceptable to Lender, and disbursements made therefrom upon request by Borrower pursuant to an escrow agreement in form and substance satisfactory to Lender.

Tax Status:

The Loan may be either Bank Qualified or Not be a Bank Qualified tax exempt obligation under Section 265 (b)(3) of the Code. The interest portion of the payments under the Loan will be includable from the gross income of Lender for federal income taxation purposes. Upon a determination that the interest component of the payments under the Loan is includable in gross income of Borrower for federal income tax purposes, the interest rate on the Loan will increase to a rate sufficient to restore Lender to its after-tax yield from and after the date such interest became includable in Lender's gross income, and taking into account all penalties, fines, interest and additions to tax.

Legal Opinions:

Borrower's counsel shall deliver an opinion to Lender at closing in form and substance satisfactory to Lender which shall address, among other things, Borrowers authority to enter in to Loan and the enforceability of the Loan. Lender will also provide an opinion of nationally recognized bond counsel with respect to the tax-exempt status of the interest payable under the Loan.

Costs & Expenses:

NONE

Documentation:

The documentation for the Loan will contain covenants, representations and warranties usual and customary for transactions of this type and others appropriate to the transaction. All documentation to be executed in connection herewith shall be in satisfactory form and substance to Lender. Lender shall verify the Equipment specifications including, but not limited to, model number, number of units, installation costs, year of manufacturing and maintenance contracts; and approve the final Equipment configuration, and acceptance of the financing.

Covenants:

Covenants/Conditions to be substantially in line with TD's existing CBA debt to the City:

Additional debt secured by either a covenant to budget and appropriate or specific non-ad valorem revenue(s) may not be issued unless legally available non-ad valorem revenues cover pro-forma MADS by at least 1.5x.

Borrower shall maintain at least one Public Debt Rating and rating(s) shall not fall below Baa3/BBB-. If 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, and the ratings have not been withdrawn for credit-related reasons, then the Bank will require an annual coverage covenant of 1.50x MADS.

LENDER'S PROPOSAL/FINANCIAL INFORMATION:

This Proposal is subject to final credit review and approval, and not, nor should it be construed as, a commitment by Lender or any affiliate to enter into the proposed Loan transaction. In order to complete its credit due diligence, Borrower shall furnish Lender with the following:

- Three years most current audited annual financial statements, and shall be furnished annually thereafter, if not otherwise published on Borrower's website
- Copy of meeting minutes
- Copy of budget
- Statement of essential use
- Other supporting data as may be requested

AUTHORIZATION: Borrower acknowledges and agrees that Lender may furnish all Borrower-presented information, financials, analysis, and related credit and review materials to its employees, counsel and agents, as well as its participants and/or assigns. Borrower authorizes Lender to contact TD Bank, N.A. and other references of Borrower, and to order any and all credit checks and investigative reports, all as Lender deems necessary in connection with the evaluation of the transaction.

GENERAL:

TD Equipment Finance, Inc. complies with Section 326 of the USA Patriot Act. This Act mandates that we verify certain information about Borrower while processing any Loan request.

EXPIRATION:

This Loan Proposal shall expire, if not accepted by a qualified official by 3:00 pm, on August 19, 2026.

APPROVED AND ACCEPTED:

City of Deerfield Beach, FL

By: _____

Print Name:

Title:

Date:

Option A Amortization Schedule:

Average rate.....3.84730000%						
	Starting		Debt			Ending
Date	Balance	Takedowns	Service	Interest	Principal	Balance
9/17/2026	\$0.00	\$10,500,000.00	\$0.00	\$0.00	\$0.00	\$10,500,000.00
3/1/2027	\$10,500,000.00	\$0.00	\$2,099,029.18	\$184,029.18	\$1,915,000.00	\$8,585,000.00
9/1/2027	\$8,585,000.00	\$0.00	\$165,145.35	\$165,145.35	\$0.00	\$8,585,000.00
3/1/2028	\$8,585,000.00	\$0.00	\$2,153,145.35	\$165,145.35	\$1,988,000.00	\$6,597,000.00
9/1/2028	\$6,597,000.00	\$0.00	\$126,903.19	\$126,903.19	\$0.00	\$6,597,000.00
3/1/2029	\$6,597,000.00	\$0.00	\$2,216,903.19	\$126,903.19	\$2,090,000.00	\$4,507,000.00
9/1/2029	\$4,507,000.00	\$0.00	\$86,698.91	\$86,698.91	\$0.00	\$4,507,000.00
3/1/2030	\$4,507,000.00	\$0.00	\$2,283,698.91	\$86,698.91	\$2,197,000.00	\$2,310,000.00
9/1/2030	\$2,310,000.00	\$0.00	\$44,436.32	\$44,436.32	\$0.00	\$2,310,000.00
3/1/2031	\$2,310,000.00	\$0.00	\$2,354,436.32	\$44,436.32	\$2,310,000.00	\$0.00
Total		\$10,500,000.00	\$11,530,396.71	\$1,030,396.71	\$10,500,000.00	

Option B Amortization Schedule:

Average rate.....		3.89470000%				
	Starting		Debt			Ending
Date	Balance	Takedowns	Service	Interest	Principal	Balance
9/17/2026	\$0.00	\$10,500,000.00	\$0.00	\$0.00	\$0.00	\$10,500,000.00
3/1/2027	\$10,500,000.00	\$0.00	\$2,101,296.48	\$186,296.48	\$1,915,000.00	\$8,585,000.00
9/1/2027	\$8,585,000.00	\$0.00	\$167,180.00	\$167,180.00	\$0.00	\$8,585,000.00
3/1/2028	\$8,585,000.00	\$0.00	\$2,155,180.00	\$167,180.00	\$1,988,000.00	\$6,597,000.00
9/1/2028	\$6,597,000.00	\$0.00	\$128,466.68	\$128,466.68	\$0.00	\$6,597,000.00
3/1/2029	\$6,597,000.00	\$0.00	\$2,218,466.68	\$128,466.68	\$2,090,000.00	\$4,507,000.00
9/1/2029	\$4,507,000.00	\$0.00	\$87,767.06	\$87,767.06	\$0.00	\$4,507,000.00
3/1/2030	\$4,507,000.00	\$0.00	\$2,284,767.06	\$87,767.06	\$2,197,000.00	\$2,310,000.00
9/1/2030	\$2,310,000.00	\$0.00	\$44,983.79	\$44,983.79	\$0.00	\$2,310,000.00
3/1/2031	\$2,310,000.00	\$0.00	\$2,354,983.79	\$44,983.79	\$2,310,000.00	\$0.00
Total		\$10,500,000.00	\$11,543,091.54	\$1,043,091.54	\$10,500,000.00	

LOAN AGREEMENT

between

CITY OF DEERFIELD BEACH, FLORIDA
as City

and

TD EQUIPMENT FINANCE, INC.
as Lender

Relating to

\$10,273,000

City of Deerfield Beach, Florida

Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026

Dated as of September 24, 2026

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LOAN AGREEMENT

This LOAN AGREEMENT is dated as of September 24, 2026 (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 EQUIPMENT FINANCE, INC. (together with its successors and assigns, the “Lender”), organized and existing under the laws of the State of Maine.

WITNESSETH:

WHEREAS, on September 14, 2026, the City Commission of the City (the “City Commission”) duly enacted Ordinance No. 2026/___, authorizing the issuance of debt obligations of the City to pay the cost of the Vehicles (as defined herein); and

WHEREAS, by Resolution No. 2026/___ duly adopted on September 14, 2026, the City Commission authorized, among other things, a loan (the “Loan”) to pay the cost of the Vehicles, in an aggregate principal amount not exceeding \$10,500,000, the issuance of the Series 2026 Note (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 pay the cost of purchasing certain public safety vehicles and long-term maintenance/extended warranty plans for such public safety vehicles, including, without limitation, reimbursement to the City for previously purchased vehicles to the extent permissible under the Internal Revenue Code of 1986, as amended, and to pay the costs of issuance of the Series 2026 Note; and

WHEREAS, in accordance with the Resolution, the City Manager has determined to set the principal amount of the Loan and the Series 2026 Note at \$10,273,000; and

WHEREAS, the Series 2026 Note 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 2026 Note 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 2026 Note, 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 2026 Note.

“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 2026 Note, 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 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note, 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. 2026/___ enacted by the City Commission on September 14, 2026, authorizing the issuance of debt obligations by the City to finance the cost of certain public safety vehicles.

“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.

“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.

“Determination of Taxability” has the meaning set forth in the Series 2026 Note.

“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 2026 Note pursuant to Section 5.01 of this Agreement.

“Interest Rate” means a per annum rate equal to 3.8473% prior to the occurrence of a Determination of Taxability, and after a Determination of Taxability shall mean the Adjusted Interest 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 2026 Note, 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 Ratings, 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 2026 Note.

“Noteholder” or “registered owner” means, with respect to the Series 2026 Note, the person in whose name the Series 2026 Note is registered on the registration books maintained by the Registrar.

“Outstanding” when used with reference to the Series 2026 Note, means, as of any date of determination, the Series 2026 Note that is authenticated and delivered except:

- (a) any portion of the Series 2026 Note cancelled by the Registrar or delivered to the Registrar for cancellation;

(b) any portion of the Series 2026 Note which is deemed paid and no longer outstanding; and

(c) any portion of the Series 2026 Note in lieu of which another Series 2026 Note has been issued pursuant to the provisions of Section 3.07 hereof relating to a destroyed, stolen or lost Series 2026 Note, unless evidence satisfactory to the Registrar has been received that such Series 2026 Note 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 2026 Note 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 Vehicle 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 Vehicle Fund.

“Principal Account” means the Principal Account within the Sinking Fund established pursuant to Section 5.01 of this Agreement.

“Proposal” means the Lender’s proposal dated July 15, 2026, for the making of the Loan and the purchase of the Series 2026 Note.

“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 2026 Note pursuant to a resolution duly adopted by the City Commission.

“Resolution” means Resolution No. 2026/___ duly adopted by the City Commission on September 14, 2026. 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.

“Series 2026 Note” means the City of Deerfield Beach, Florida Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026, issued by the City to evidence its obligations to repay the Loan.

“Sinking Fund” means the Sinking Fund established for the Series 2026 Note pursuant to Section 5.01 of this Agreement.

“S&P” means S&P Global Ratings, a division of S&P 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 2026 Note.

“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.

“Vehicles” means certain public safety vehicles, including, but not limited to, police department vehicles and fire department vehicles including long-term maintenance/extended warranty plans for such public safety vehicles, and any other public safety or municipal vehicles as described in Exhibit “A” hereto.

“Vehicle Fund” means the Vehicle Fund established for the Series 2026 Note pursuant to Section 5.04 of this Agreement.

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 Vehicles. 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 2026 Note.

(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 Vehicles 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 2026 Note 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 2026 Note.

(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 2026 Note 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 2026 Note represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that the Series 2026 Note 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 2026 Note 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 Ten Million Two Hundred Seventy-Three Thousand and 00/100 Dollars (\$10,273,000.00). The proceeds of the loan shall be applied by the City to (i) pay the costs of the Vehicles, including, without limitation, reimbursement to the City for previously purchased Vehicles to the extent permitted under the Code and (ii) pay the costs of issuance of the Series 2026 Note. 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 2026 Note, 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 2026 Note. The City shall pay interest upon the unpaid principal balance of the Series 2026 Note at the Interest Rate, subject to adjustment as provided herein and in the Series 2026 Note. Interest shall be due and payable semiannually on March 1 and September 1, commencing on March 1, 2027, 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 2026 Note. Prior to or simultaneously with the delivery of the Series 2026 Note, 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 2026 Note, 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 issuance of the Series 2026 Note by the City;
 - (iii) the City has duly authorized, executed and delivered the Agreement and the Series 2026 Note, 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 2026 Note, 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 2026 Note 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 2026 Note, 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 2026 Note in non-book-entry form registered in the name of the Lender;

(f) an opinion of Greenberg Traurig, P.A., note counsel to the City ("Note 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 2026 Note, and the issuance of the Series 2026 Note by the City; (ii) this Agreement and the Series 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note for its own account, as evidence of a privately placed negotiated loan and not with a current view to distribution or resale thereof; provided, however, that the Lender may transfer, sell or assign the Series 2026 Note 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 2026 Note, the Series 2026 Note is issued in a single denomination equal to the aggregate principal amount of the Loan, and may not be transferred except in whole as provided in the 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 2026 Note and has determined that it can bear the economic risk of such purchase;
- (xi) it acknowledges that the City’s Note 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; Section 6.04 of the Loan Agreement dated April 11, 2024, entered into by and between the City and TD Public Finance LLC; and Section 6.04 of the Loan Agreement dated August 28, 2025, entered into by the City and the Lender; 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 Note 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 2026 Note shall have been executed as required by this Agreement, the City shall deliver the Series 2026 Note 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 2026 Note. 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 2026 Note. The Series 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note, 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 2026 Note 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 2026 Note a new Series 2026 Note registered in the name of the transferee. In all cases in which a Series 2026 Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Series 2026 Note in accordance with the provisions of this Agreement. The City may make an administrative charge for every such registration of transfer of the Series 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement with respect to the transferred Series 2026 Note and shall be bound by all provisions of this Agreement that are binding upon the Lender with respect to the transferred Series 2026 Note. 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 2026 Note.

The rights and obligations of the Lender hereunder and under the Series 2026 Note may be transferred, sold or assigned in whole (but not in part) to another person that is (i) an “accredited investor” or “qualified institutional buyer” (as such terms are defined in the regulations promulgated under the Securities Act of 1933, as amended) or (ii) an affiliate of the Lender, without the prior written consent of the 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 2026 Note.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR THE SERIES 2026 NOTE TO THE CONTRARY, NO TRANSFER, SALE OR ASSIGNMENT OF THE SERIES 2026 NOTE AND THE LOAN SHALL BE EFFECTIVE UNLESS (i) SUCH TRANSFER, SALE OR ASSIGNMENT IS TO AN ACCREDITED INVESTOR OR A QUALIFIED INSTITUTIONAL BUYER OR AN AFFILIATE OF THE LENDER AND CAN BE MADE WITHOUT VIOLATING ANY FEDERAL OR STATE SECURITIES LAWS AND (ii) THE IDENTITY OF ANY TRANSFEREE, PURCHASER, OR ASSIGNEE, AS AN ACCREDITED INVESTOR, A QUALIFIED INSTITUTIONAL BUYER OR AN AFFILIATE OF THE LENDER SHALL BE PROVIDED IN WRITING TO THE CITY. THE LOAN, AS EVIDENCED BY THE SERIES 2026 NOTE, HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. ANY TRANSFER, SALE OR ASSIGNMENT OF THE LOAN, AS EVIDENCED BY THE SERIES 2026 NOTE, SHALL BE IN EACH CASE ONLY IN A MANNER THAT DOES NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, OR ANY APPLICABLE STATE SECURITIES LAWS. 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 2026 Note. The person in whose name the Series 2026 Note shall be registered, initially TD Equipment Finance, Inc., shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Series 2026 Note 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 2026 Note, 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 2026 Note 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 2026 Note. Every prior registered owner of the Series 2026 Note 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 2026 Note from the Pledged Funds as required by this Agreement or the Series 2026 Note, or (b) have payment priority over the Series 2026 Note 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 2026 Note. In case any of the Series 2026 Note secured hereby shall become mutilated or be destroyed, stolen or lost, the City may execute and deliver a new Series 2026 Note of like date, maturity and tenor in exchange and substitution for the Series 2026 Note 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 2026 Note is mutilated, it shall first be surrendered to the City and, in case a Series 2026 Note 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 2026 NOTE; SPECIAL OBLIGATIONS OF THE CITY

Section 4.01 Series 2026 Note Not to be General Obligation or Indebtedness of the City. The Series 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note. The City does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the Series 2026 Note 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 2026 Note 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 2026 Note for such Fiscal Year, (ii) any other amounts due under this Agreement or the Series 2026 Note 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 2026 Note 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 2026 Note.

[End of Article IV]

ARTICLE V

CREATION AND USE OF SINKING FUND AND ACCOUNTS THEREIN; DISPOSITION OF REVENUES; CREATION AND USE OF VEHICLE 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 Note, Series 2026 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 2026 Note as provided herein.

Section 5.02 Disposition of Non-Ad Valorem Revenues.

(a) Commencing immediately following the issuance of the Series 2026 Note, and continuing thereafter so long as the Series 2026 Note 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 2026 Note, 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 2026 Note on the next semiannual interest payment date; or earlier with respect to any prepayment of the Series 2026 Note, 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 2026 Note 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 2026 Note, 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 2026 Note issued pursuant to this Agreement and then Outstanding, plus the amount of interest then due or thereafter to become due on the Series 2026 Note then Outstanding, or if the Series 2026 Note 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 2026 Note.

(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 2026 Note 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 Equipment Finance, Inc. 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 Vehicle Fund. The proceeds of the Series 2026 Note shall be deposited in a separate fund designated “City of Deerfield Beach, Florida Special Obligation Non-Ad Valorem Revenue Note, Series 2026 Vehicle Fund” (the “Vehicle Fund”), which is hereby created and established, to be held by the City and used to pay the costs of the Vehicles, 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 Vehicles. While on deposit in the Vehicle Fund, such proceeds shall be invested by the City only in Permitted Investments. Moneys on deposit in the Vehicle 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 Vehicles shall be used solely to pay principal of and interest on the Series 2026 Note. 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 2026 Note, the City may apply amounts in the Vehicle Fund to pay the costs of issuance of the Series 2026 Note.

[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 2026 Note or in any proceedings of the City Commission relating to the Series 2026 Note, including, without limitation, the Resolution. The City covenants that all of the proceeds of the Series 2026 Note 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 2026 Note that would cause the Series 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note. 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 2026 Note for federal income tax purposes, the covenants contained in this Section 6.02 shall survive the payment of the Series 2026 Note 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 2026 Note 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 Vehicles for federal income tax purposes.

(c) *No Federal Guaranty.* The payment of principal, Amortization Requirements and interest with respect to the Series 2026 Note 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 2026 Note, or amount treated as proceeds of the Series 2026 Note, 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 2026 Note 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 2026 Note 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 Note Counsel that provides either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Series 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note) the interest rate on the Series 2026 Note 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 2026 Note 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 2026 Note 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.

(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 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 2026 Note; 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 2026 Note then unpaid, with interest on overdue payments of principal at the rate or rates of interest specified in the Series 2026 Note and herein, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Series 2026 Note, 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 2026 Note, 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 2026 Note 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 2026 Note 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 Equipment Finance, Inc.
9000 Atrium Way
Mount Laurel, NJ 08054
Attention: Vincent Locicero

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 2026 Note 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 2026 Note, but this Agreement, any amendment or supplement hereto and the Series 2026 Note 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 2026 Note 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 2026 Notes 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 2026 Note 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 2026 Note bear a reasonable relationship to the laws of the State of Florida and the validity, terms, performance and enforcement of the Series 2026 Note 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 2026 Note 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 2026 Note, 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 2026 Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the 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 2026 NOTE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERIES 2026 NOTE, 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 2026 NOTE.

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 July 15, 2026, in response to the City's Request for Proposals dated June 17, 2026 (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, 14, 15 and 16 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 (2026), 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 (2026), 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 2026 Note in evidence of a privately negotiated loan and in that connection the Series 2026 Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by the CUSIP Service Bureau.

Section 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 Equipment Finance, Inc. 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: Rodney Brimlow
Title: City Manager

ATTESTED BY:

By: _____
Name: Heather Montemayor, CMC
Title: City Clerk

Approved as to form and correctness this 24th
day of September, 2026.

By: _____
Name: Anthony C. Soroka, Esq.
Title: City Attorney

TD EQUIPMENT FINANCE, INC.

By: _____
Name: Vincent Locicero
Title: VP, Regional Manager

EXHIBIT A

CITY OF DEERFIELD BEACH, FLORIDA

DESCRIPTION OF VEHICLES

The public safety vehicles including, but not limited to, Police Department Vehicles, Fire Department Vehicles and a Maintenance/Extended Warranty Plan for all Vehicles, to be financed, in whole or in part, with proceeds of the Series 2026 Note are expected to consist of the following:

- 90 Patrol Explorers;
- 5 Ford Police Interceptor Utility ST Line;
- 12 Bronco Sport Utility Vehicles;
- 8 Ford Maverick Pickup Trucks;
- 13 Executive Command Police Interceptor Utility Vehicles;
- 2 Ford Transit Vans (Crime Scene Vans);
- 2 Ford F-150 Responders;
- 6 Ford Police Interceptor Utility Hybrid;
- 1 Ford F-150 Pickup Truck; and
- 5 Ford Maverick Pickup Trucks Hybrid.

Any other public safety or municipal vehicles in the City's capital budget for Fiscal Year 2026 that are approved by the City Commission to be financed, in whole or in part, with proceeds of the Series 2026 Note, so long as such improvements are eligible to be financed with proceeds of the Series 2026 Note.

The foregoing notwithstanding, the City Commission, in its sole discretion, may modify or amend all or any portion of the Vehicles described above or any component thereof, to (1) delete one or more of such component thereof, if the City determines such vehicle 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 vehicle with any other vehicle for use in the City, if the City determines such substitution or modification better serves the City's purposes; provided the modified or substituted vehicle is eligible to be financed with proceeds of tax-exempt obligations such as the Series 2026 Note.

EXHIBIT B

FORM OF SERIES 2026 NOTE

NOTWITHSTANDING ANYTHING IN THIS SERIES 2026 NOTE TO THE CONTRARY, NO PURCHASE, TRANSFER OR ASSIGNMENT OF THE SERIES 2026 NOTE 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 2026 NOTE, 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 2026 NOTE, 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

\$10,273,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF DEERFIELD BEACH, FLORIDA
SPECIAL OBLIGATION NON-AD VALOREM REVENUE NOTE (VEHICLE FINANCING),
SERIES 2026

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Date of Original Issuance</u>
March 1, 2031	3.8473%	September 24, 2026

Registered Owner: TD EQUIPMENT FINANCE, INC.

Principal Amount: TEN MILLION TWO HUNDRED SEVENTY-THREE THOUSAND DOLLARS

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 March 1, 2027 (each, an "Interest Payment Date"). Principal, including Amortization Requirements, of this Series 2026 Note 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 2026 Note 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 2026 Note is to be paid or prepaid (the “Record Date”) irrespective of any transfer or exchange of this Series 2026 Note subsequent to such Record Date and prior to such payment date; provided, however, that so long as TD Equipment Finance, Inc. 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 2026 Note; however, within a reasonable period of time after payment in full of this Series 2026 Note, the Registered Owner shall return this Series 2026 Note 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 2026 Note is issued by the City, and evidences the obligation designated as “City of Deerfield Beach, Florida Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026” (herein called the “Series 2026 Note”), in the aggregate principal amount of Ten Million Two Hundred Seventy-Three Thousand Dollars (\$10,273,000), for the purpose of providing funds to (i) finance the costs of the Vehicles, including, without limitation, reimbursement to the City for previously paid Vehicles to the extent permissible under the Code and (ii) pay costs of issuance of the Series 2026 Note. The Series 2026 Note 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. 2026/___ duly enacted by the City Commission of the City (the “City Commission”) on September 14, 2026, Resolution No. 2026/___ duly adopted by the City Commission on September 14, 2026 (the “Resolution”) and a Loan Agreement dated as of September 24, 2026 (the “Agreement”) by and between the City and TD Equipment Finance, Inc. (the “Lender”).

The interest rate on this Series 2026 Note stated above may be subject to adjustment upon certain events as described hereinbelow.

The Series 2026 Note 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 2026 Note 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 2026 Note shall be adjusted to a rate equal to 4.87% (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 2026 Note (the “Accrual Date”); and (i) the City, on the next interest payment date (or if this Series 2026 Note 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 2026 Note at the Adjusted Interest Rate from the Accrual Date to such interest payment date (or maturity date), and (B) the actual interest paid by the City on this Series 2026 Note from the Accrual Date to such interest payment date (or maturity date), and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon the Registered Owner arising as a result of such Determination of Taxability; and (ii) from and after the date of the Determination of Taxability, this Series 2026 Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Series 2026 Note. This adjustment shall survive payment of this Series 2026 Note until such time as the federal statute of limitations under which the interest on this Series 2026 Note could be declared taxable under the Code shall have expired.

As used in this Series 2026 Note, “Determination of Taxability” means that interest on this Series 2026 Note is required to be included in the gross income of the Lender for federal income tax purposes due solely to the action or inaction of the City. Changes in the Code shall not result in a Determination of Taxability.

Reference is hereby made to the Agreement for the provisions, among others, relating to the term, lien and security of the Series 2026 Note, the custody and application of the proceeds of the Series 2026 Note, 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 2026 Note.

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 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note shall be liable personally on this Series 2026 Note by reason of its issuance.

This Series 2026 Note may be prepaid in whole, but not in part, on any Business Day upon at least thirty (30) days prior written notice to the Lender specifying the prepayment date and the amount to be prepaid. In the event of any such prepayment of this Series 2026 Note, whether by voluntary prepayment, acceleration, or otherwise, the City shall pay a prepayment premium equal to the greater of:

- (i) 1.00% of the then-outstanding principal balance of this Series 2026 Note; 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,” as hereinafter defined, shall be subtracted from the Stated Interest Rate of 3.8473%. 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 Yield Maintenance Fee due to the Lender upon prepayment of the principal of this Series 2026 Note, plus any accrued interest due as of the prepayment date, 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] + any accrued interest due through the prepayment date.

“Remaining Term” as used herein shall mean the period from the prepayment date to the Final Maturity of the Series 2026 Note.

Any notice of prepayment may state that (1) it is conditioned upon the availability of moneys, in an amount equal to the amount necessary to effect the prepayment, no later than the prepayment date stated in the notice and/or (2) the City retains the right to rescind such notice on or prior to the scheduled prepayment date upon the occurrence or non-occurrence of a particular event as described therein (in either case, a “Conditional Prepayment”), and such notice and prepayment shall be of no effect if such moneys are not so available or if the notice is rescinded as described in this paragraph. Any such notice of Conditional Prepayment shall be captioned “Conditional Notice of Prepayment.” Any Conditional Prepayment may be rescinded at any time on or prior to the prepayment date if the Chief Financial Officer delivers a written notice to the Lender rescinding the prepayment notice. In case a Conditional Notice of Prepayment has been rescinded, the Series 2026 Note shall remain Outstanding, and neither the rescission nor the failure by the City to make such funds available for the prepayment shall constitute an Event of Default under the Agreement.

This Series 2026 Note 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:

<u>(March 1)</u>	<u>Amortization Requirement</u>
2027	\$1,920,000
2028	1,969,000
2029	2,047,000
2030	2,127,000
2031*	2,210,000

* Final maturity.

The original Lender and each successive registered owner of this Series 2026 Note shall be conclusively deemed to have agreed and consented to the following terms and conditions:

This Series 2026 Note 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 2026 Note, as set forth in Section 3.04 of the Agreement. Upon such transfer a new registered Series 2026 Note will be issued to the transferee in exchange therefor. Any transfer of this Series 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note 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 2026 Note is delivered pursuant to the within mentioned Resolution and Agreement.

Date of Authentication: September 24, 2026.

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 2026 Note, 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 2026 Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____,
attorney to register the transfer of the within Series 2026 Note 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 2026 Note 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 2026 Note 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.

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TD Equipment Finance, Inc.
Final Numbers

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SOURCES AND USES OF FUNDS

City of Deerfield Beach, Florida
Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026
TD Equipment Finance, Inc.
Final Numbers

Dated Date 09/24/2026
Delivery Date 09/24/2026

Sources:

Bond Proceeds:	
Par Amount	10,273,000.00
	10,273,000.00

Uses:

Project Fund Deposits:	
Project Fund	10,200,000.00
Cost of Issuance:	
Local Costs of Issuance	73,000.00
	10,273,000.00

BOND PRICING

City of Deerfield Beach, Florida
Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026
TD Equipment Finance, Inc.
Final Numbers

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Bond Component:					
	03/01/2027	1,920,000	3.8473%	3.847%	100.000
	03/01/2028	1,969,000	3.8473%	3.847%	100.000
	03/01/2029	2,047,000	3.8473%	3.847%	100.000
	03/01/2030	2,127,000	3.8473%	3.847%	100.000
	03/01/2031	2,210,000	3.8473%	3.847%	100.000
		10,273,000			

Dated Date	09/24/2026	
Delivery Date	09/24/2026	
First Coupon	03/01/2027	
Par Amount	10,273,000.00	
Original Issue Discount		
Production	10,273,000.00	100.000000%
Underwriter's Discount		
Purchase Price	10,273,000.00	100.000000%
Accrued Interest		
Net Proceeds	10,273,000.00	

BOND SUMMARY STATISTICS

City of Deerfield Beach, Florida
Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026
TD Equipment Finance, Inc.
Final Numbers

Dated Date	09/24/2026
Delivery Date	09/24/2026
First Coupon	03/01/2027
Last Maturity	03/01/2031
Arbitrage Yield	3.848163%
True Interest Cost (TIC)	3.848163%
Net Interest Cost (NIC)	3.847300%
All-In TIC	4.154296%
Average Coupon	3.847300%
Average Life (years)	2.508
Weighted Average Maturity (years)	2.508
Duration of Issue (years)	2.379
Par Amount	10,273,000.00
Bond Proceeds	10,273,000.00
Total Interest	991,224.86
Net Interest	991,224.86
Total Debt Service	11,264,224.86
Maximum Annual Debt Service	2,253,234.51
Average Annual Debt Service	2,539,211.62
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Bond Component	10,273,000.00	100.000	3.8473%	2.508
	10,273,000.00			2.508

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,273,000.00	10,273,000.00	10,273,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(73,000.00)	
- Other Amounts			
Target Value	10,273,000.00	10,200,000.00	10,273,000.00
Target Date	09/24/2026	09/24/2026	09/24/2026
Yield	3.848163%	4.154296%	3.848163%

NET DEBT SERVICE

City of Deerfield Beach, Florida
Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026
TD Equipment Finance, Inc.
Final Numbers

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Net Debt Service</i>
09/30/2027	1,920,000	3.8473%	333,048.04	2,253,048.04	2,253,048.04
09/30/2028	1,969,000	3.8473%	283,488.29	2,252,488.29	2,252,488.29
09/30/2029	2,047,000	3.8473%	206,234.51	2,253,234.51	2,253,234.51
09/30/2030	2,127,000	3.8473%	125,941.36	2,252,941.36	2,252,941.36
09/30/2031	2,210,000	3.8473%	42,512.66	2,252,512.66	2,252,512.66
	10,273,000		991,224.86	11,264,224.86	11,264,224.86

NET DEBT SERVICE

City of Deerfield Beach, Florida
Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026
TD Equipment Finance, Inc.
Final Numbers

<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Net Debt Service</i>
03/01/2027	1,920,000	3.8473%	172,365.56	2,092,365.56	2,092,365.56
09/01/2027			160,682.48	160,682.48	160,682.48
03/01/2028	1,969,000	3.8473%	160,682.48	2,129,682.48	2,129,682.48
09/01/2028			122,805.81	122,805.81	122,805.81
03/01/2029	2,047,000	3.8473%	122,805.81	2,169,805.81	2,169,805.81
09/01/2029			83,428.70	83,428.70	83,428.70
03/01/2030	2,127,000	3.8473%	83,428.70	2,210,428.70	2,210,428.70
09/01/2030			42,512.66	42,512.66	42,512.66
03/01/2031	2,210,000	3.8473%	42,512.66	2,252,512.66	2,252,512.66
	10,273,000		991,224.86	11,264,224.86	11,264,224.86

PROOF OF ARBITRAGE YIELD

City of Deerfield Beach, Florida
Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026
TD Equipment Finance, Inc.
Final Numbers

<i>Date</i>	<i>Debt Service</i>	<i>Total</i>	<i>Present Value to 09/24/2026 @ 3.8481625281%</i>
03/01/2027	2,092,365.56	2,092,365.56	2,057,871.96
09/01/2027	160,682.48	160,682.48	155,050.26
03/01/2028	2,129,682.48	2,129,682.48	2,016,239.10
09/01/2028	122,805.81	122,805.81	114,069.43
03/01/2029	2,169,805.81	2,169,805.81	1,977,399.56
09/01/2029	83,428.70	83,428.70	74,595.43
03/01/2030	2,210,428.70	2,210,428.70	1,939,083.29
09/01/2030	42,512.66	42,512.66	36,589.92
03/01/2031	2,252,512.66	2,252,512.66	1,902,101.04
	11,264,224.86	11,264,224.86	10,273,000.00

Proceeds Summary

Delivery date	09/24/2026
Par Value	10,273,000.00
Target for yield calculation	10,273,000.00

FORM 8038 STATISTICS

City of Deerfield Beach, Florida
Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026
TD Equipment Finance, Inc.
Final Numbers

Dated Date 09/24/2026
Delivery Date 09/24/2026

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>	<i>Redemption at Maturity</i>
Bond Component:						
	03/01/2027	1,920,000.00	3.8473%	100.000	1,920,000.00	1,920,000.00
	03/01/2028	1,969,000.00	3.8473%	100.000	1,969,000.00	1,969,000.00
	03/01/2029	2,047,000.00	3.8473%	100.000	2,047,000.00	2,047,000.00
	03/01/2030	2,127,000.00	3.8473%	100.000	2,127,000.00	2,127,000.00
	03/01/2031	2,210,000.00	3.8473%	100.000	2,210,000.00	2,210,000.00
		10,273,000.00			10,273,000.00	10,273,000.00

	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Issue Price</i>	<i>Stated Redemption at Maturity</i>	<i>Weighted Average Maturity</i>	<i>Yield</i>
Final Maturity	03/01/2031	3.8473%	2,210,000.00	2,210,000.00		
Entire Issue			10,273,000.00	10,273,000.00	2.5079	3.8482%

Proceeds used for accrued interest 0.00
 Proceeds used for bond issuance costs (including underwriters' discount) 73,000.00
 Proceeds used for credit enhancement 0.00
 Proceeds allocated to reasonably required reserve or replacement fund 0.00

DISCLAIMER

**City of Deerfield Beach, Florida
Special Obligation Non-Ad Valorem Revenue Note (Vehicle Financing), Series 2026
TD Equipment Finance, Inc.
Final Numbers**

The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the 'SEC') has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ('Davenport') has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

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The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

Version 01.01.2026 - HM/BT/SS/TC



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-558

Agenda Date: 9/14/2026

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing William Quatromoni as an alternate member to the Marine Advisory Board; 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

Gerald Dunigan resigned from the Marine Advisory Board (the "Board") on May 6, 2026, creating a vacancy. William Quatromoni has expressed an interest in serving on the Board and has been nominated by Commissioner Shanetzky to serve as an alternate member.

Current Activity

Upon approval, the MAB will have four regular members with one vacancy, and two alternates with one vacancy.

Recommendation

Approval is recommended.

RESOLUTION NO. 2026/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING
WILLIAM QUATROMONI AS AN ALTERNATE MEMBER
TO THE MARINE ADVISORY BOARD; PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) created a Marine Advisory Board (the “Board”) pursuant to Section 2-210.6 of the City Code of Ordinances (the “Code”) to develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City; and

WHEREAS, pursuant to Section 2-210.7(a) of the Code, the Board shall be composed of five regular members and five alternate members with each Commissioner appointing one regular and one alternate member; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for terms that expire on May 15th of the year that the term of the appointing Commissioner expires; and

WHEREAS, William Quatromoni has expressed an interest in serving on the Board as an alternate member and has been nominated by Commissioner Shanetzky to serve on 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. William Quatromoni is hereby appointed to serve as an alternate member of the Board for a term commencing on September 14, 2026 and expiring on May 15, 2029.

Section 3. William Quatromoni shall serve without compensation.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name William QUATROMONI

Address 589 SANDERLING Circle

City DEERFIELD State FL Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) A3

Year- Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone Work/Mobile Phone 954-781-5051

E-mail RBAUTOMACHINING@COMCAST.NET

Employer RETIRED

Address

Occupation (if retired, please indicate and list former occupation) RBAUTOMACHINING
OWNER/MACHINIST

Please list any governmental Advisory Boards or Committees on which you currently serve:

(No Subject)

From: sjq64 (sjq64@bellsouth.net)

To: sjq64@bellsouth.net

Date: Wednesday, August 26, 2026 at 10:06 AM EDT

Academic:

High School Graduate

Professional:

Automotive Service Excellence- Master Automotive Machinist Gas and Diesel Engines.
AERA Board of Directors 1986-1988.
FAWA Board of Directors 1984-1987.

Knowledge:

Courses in Sunnen and Van Norman Automotive equipment & machining.
President & Owner B&B Auto Supply Inc. 1976-1985. Pompano Beach
President & Owner B&B Auto Machining 1979-2021. Pompano Beach.
An independent auto machine shop licensed & insured to remove engines from
vehicles to remanufacture and reinstall.
Also did repair work for marinas, dealerships, farmers and city governments.

Community Involvement:

Served on Board of Directors Townhouses of Highland Bch.
Boca Bayou Condo
and currently Sandpiper Pointe Deerfield Beach.
An active member of St. Joan of Arc Catholic Church.

Organizations: / Memberships:

AERA 1982-2021
FAWA 1979-1985.

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Professional: Certification(s)

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

Organizations: Memberships

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: *W. Lat.*

Date: *8-10-2026*

Print Name: *William Quatromoni*

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Fax: 954-480-4323

Website: www.deerfield-beach.com

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-538

Agenda Date: 9/14/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Real Food Boca, LLC, to host a farmers market within the Rivertowne Square Plaza located at 1015-1219 S. Federal Highway every Saturday during the months of October 2026 through May 2027 from 9:00 a.m. to 1:00 p.m.; 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

Real Food Boca has submitted a Special Event Application to host a Farmers Market at Rivertowne Plaza each Saturday during the months of October 2026 through May 2027 from 9:00 AM to 1:00 PM. The proposed market is anticipated to attract approximately 300 attendees each week and include up to 75 vendors offering a variety of retail and food options. The requested area within the Rivertowne Square Plaza will occupy approximately 60 parking spaces.

The application has been reviewed by the Special Events Committee and will adhere to all requirements set forth by the Broward Sheriff's Office and the City of Deerfield Beach to ensure that any potential safety concerns are addressed. Real Food Boca has committed to securing all required permits, licenses, and inspections prior to each market occurrence. The organization has also agreed to obtain a Broward Sheriff's Office (BSO) detail, if required, and to pay all applicable and agreed-upon fees.

Current Activity

Community Events received a Special Event Application from Real Food Boca to host a Farmers Market at Rivertowne Sqaure Plaza each Saturday during the months of October 2026 through May 2027 from 9:00 AM to 1:00 PM.

This is Real Food Boca's second request for City Commission consideration, with Rivertowne Sqaure Plaza proposed as a new location for the Farmers Market that was previously held in the Cove Shopping Center.

Recommendation

The Parks and Recreation Department recommends approval of this application.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY REAL FOOD BOCA, LLC, TO HOST A FARMERS MARKET WITHIN THE RIVERTOWNE SQUARE PLAZA LOCATED AT 1015-1219 S. FEDERAL HIGHWAY EVERY SATURDAY DURING THE MONTHS OF OCTOBER 2026 THROUGH MAY 2027 FROM 9:00 A.M. TO 1:00 P.M.; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Real Food Boca, LLC (the “Applicant”) intends to host an outdoor farmers market every Saturday during the months of October 2026 through May 2027 from 9:00 a.m. to 1:00 p.m. within the Rivertowne Square Plaza (the “Events”) located at 1015-1219 S. Federal Highway, Deerfield Beach; and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Events will be held within Rivertowne Square Plaza at the parking area depicted on the aerials included in the Application packet (the “Designated Area”), whereby approximately 60 parking spaces will be occupied within the Designated Area; and

WHEREAS, the Events will be open to the public with approximately 300 individuals anticipated to attend the Events each Saturday and will include up to 75 vendors offering a variety of retail and food options; and

WHEREAS, the Application was submitted, reviewed and approved by the City’s Special Event Committee; and

WHEREAS, the Applicant will obtain any and all permits, inspections and/or licenses required to host such Events, will obtain a Broward Sheriff’s Office detail if required, and will pay all applicable fees; and

WHEREAS, the Applicant has provided a letter from JBL Rivertowne Plaza, LLC advising of the property owner’s authorization for the Applicant to organize and operate a seasonal weekly farmers market located on its premises; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, subject to the Applicant complying with all applicable federal, state, and local laws in connection with the Events.

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 approves the Application for the Events, subject to the Applicant obtaining any required Broward Sheriff's Office detail, and compliance with all applicable federal, state, and local laws, including compliance with the City's special event regulations and submission of the required proof of insurance, and agreement to indemnify, defend and hold the City harmless from claims related to the Events.

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 _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

Special Event Application

The City of Deerfield Beach reserves the right to evaluate and consider all applications based on suitability and alignment with our community's standards. We prioritize maintaining the integrity of our City by ensuring safety, cleanliness of our beaches and community, optimal utilization of resources, and adherence to ethical principles. We maintain the right to approve or deny applications as deemed necessary.

Application #		Complete Application Received:	
----------------------	--	---------------------------------------	--

**Above is for City use only*

A **non-refundable application processing** fee (based on below timeline) is **required** with this application but does not guarantee approval. A Permit Application will be determined complete on the date which all required documentation, including fee, is submitted. The non-refundable application fee must be submitted with enough time to get the application approved. **Please allow time for processing applications; depending on the scope of event, applicant may be required to attend the Special Events Review Committee meeting and/or require City Commission approval. This may take up to 60 days.**

Days Until Event	Resident Fee	Non-Resident Fee
90+ days before event	\$200	\$300
45 to 89 days before event	\$250	\$350
30 to 44 days before event	\$300	\$400
14 to 29 days before event	\$350	\$450
Non-Profit Rate	\$100	\$100
Beach Deposit on City Property	\$2,500-\$5,000	\$2,500-\$10,000

**Non-profits must show proof of non-profit status to receive non-profit rates.*

APPLICANT INFORMATION	
Organization Name: Real Food Boca, LLC	
Contact Name: Jess Del Vecchio	Contact Phone: 561-289-3969
Email Address: Hello@CoveFarmerMarket.com	
Address: 7505 Cedarwood Circle	City, State, ZIP: BocaRaton33434
Organization Status:	
☒ For Profit	
☐ Non-Profit (must include IRS 501(c) tax exempt letter)	
☐ Other:	

EVENT INFORMATION

Event Name: Deerfield Beach Farmers Market **Proposed Date:** 10/3/2026 **Alternative Date:** 10/10/2026

Event Address: 1015-1219 S. Federal Highway **City, State, ZIP:** Deerfield Beach, FL

Venue/Location Name (if applicable): Rivertowne Plaza

Type of Event: Weekly Seasonal Farmers Market **October 2026 -May 2027**

Description of Event: Weekly Seasonal Farmer Market with local vendors.

	Date	Day	Start Time	End Time
Setup	10/3/2026	Saturday	7:30AM	8:45AM
Event Start	10/3/2026	Saturday	9AM	1PM
Event End	10/3/2026	Saturday	1PM	2PM
Breakdown	10/3/2026	Saturday	1PM	2PM 3PM

of years this event has taken place (including previous locations & attendance if applicable):

One prior season

Anticipated Attendance: 300 people

Property Owner Permission

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. **City property is exempt (no signature necessary).*

Name: Letter Attached

Signature:

Phone:

Date:

**Additional documentation may be requested depending on location of event*

Will you require the use of a City park? If yes, please specify park: No

***City park must have a [park rental permit](#)**

Will your event require use of the beach?

☒ No

☐ Yes (Any events taking place on the beach during sea turtle nesting season, March 1st – October 31st, must contact the Florida Department of Environmental Protection and obtain a [field permit](#).)

Will you require parking spaces in the Main Beach Parking Lot?

☒ No

☐ Yes, _____ spaces

Will you require parking spaces along Ocean Way?

☒ No

☐ Yes, _____ spaces

Will you require parking spaces in the Pier Parking Lot?

☒ No

☐ Yes, _____ spaces

***City parking spaces require fees (fees start at \$25 per day, per space)**

VENDOR INFORMATION

Will your event be serving food?

- ☐ No
☒ Yes, food will be prepared:
☒ Off-Site
☒ On-Site

If prepared on-site, method used for cooking:

- ☐ N/A
☒ Gas
☐ Propane
☒ Charcoal
☐ Fryer
☒ Food truck
☐ Other, please list:

*Food vendors require proper licensing & COI

*Food vendors may require inspection(s), at the cost of the Organizer

List other vendors:

Produce, coffee, plants, jewelry, baked goods, beef jerky, farm fresh eggs, fresh juices, acai etc.

ADDITIONAL BSO/BUILDING/PERMIT REQUIREMENTS

Will there be alcohol at this Event?

- ☒ No
☐ Yes (requires City Commission approval)
If yes, a [State of Florida alcohol license](#) is required

Will you be using tents for your Event?

Tent Size	# of Tents
10 by 10	60 -80

*If on City property, tents must be weighted; no stakes allowed

*Tents over 10x10 require a permit ([Building Department](#))

Will there be a stage at your Event?

- ☒ No
☐ Yes
If yes, an additional permit may be required ([Building Department](#))

Will your event have bounce houses or inflatables?

- ☒ No
☐ Yes

If yes, provide name of company & phone number:

*Vendor must provide a copy of the company's Certificate of Insurance to the City

Will your event have amusement ride(s)?

- ☒ No
☐ Yes

If yes, ride(s) will require [State](#) and City inspections, at the cost of the Organizer; a Certificate of Insurance is required

Will your event require electricity? (NOTE: The City does not provide POWER or WATER)

- ☒ No
☐ Yes

Will a generator be used?

- ☐ No
☒ Yes, generator will be:
☐ Over 5,000 Watts
☒ Under 5,000 Watts

*Generator over 5,000 Watts require a permit ([Building Department](#))

Will your event include the use of fireworks or pyrotechnics?

- ☒ No
☐ Yes

If yes, please describe (additional information may be required):

Will your event require road closures?

- ☒ No
☐ Yes

If yes, please attach map with closures clearly marked. Identify all barricades, blockades, fencing, etc.

***If closing [FDOT](#) roads, City Commission is required**

Will your event be using a licensed security company?

- ☒ No
☐ Yes

If yes, provide name of company and phone number:

*Vendor must provide a copy of the company's Certificate of Insurance to the City

The applicant will be responsible for traffic and crowd control and may be required to hire off-duty detail Broward Sheriff Office deputies for traffic, safety and crowd control at the discretion of the BSO.

Initial: JDV

*Request forms available through Special_Details@sheriff.org

PROMOTIONAL INFORMATION

Website/Social Media: **Deerfield Beach Farmer Market**

How do you plan on advertising your event? Please list. Social media

Deerfield Beach Farmers Market on IG

Promotional & Event Signs/Banners

Sign/Banner Size	Location	Description
N/A 3x3	On property of event, not in medians only on approved parcel	Farmers Market signs on the property we're approved to use.
		They will only be used during market hours.

ADDITIONAL EVENT INFORMATION

Will amplified sound be used?

- ☒ No
☐ Yes

Will musical entertainment be used?

- ☐ No
☐ Yes

Is there a fee for this event?

- ☐ No
☒ Yes (if yes, describe below)

If there is a fee, this is a ticketed event, or you are charging for space, describe and include fee amounts (requires City Commission approval):

Event is free to the public. Vendors pay a fee ranging from \$45 to \$75 depending on category.

Will this event create an impact on parking?

- ☒ No
☐ Yes

If yes, please list where additional parking will be located:

The applicant shall be responsible for maintaining all areas encompassed by the event in a safe, clean and orderly condition. The applicant will be responsible for the removal of trash or debris, restoration of damaged shrubs, plants, turf, underground utilities, structures, irrigation, trees, and paved surfaces on any portion of City or other public property.

Initial: JDV

Completed Application Packet Checklist

	Special Event Permit Application completed.
	A map/site plan for event location including parking, traffic flow, rides, location of signage, tents, staging, generators, fences, pyrotechnic materials, emergency access routes, etc. Must be legible and dimensioned.
	Non-refundable application fee.
	Certification of State of Florida not-for-profit status (if applicable).
	Property owner permission as a notarized letter from event site landowner authorizing the event on their property (if not on applicant's property).
	Certificates of insurance from the individual or organization naming the City of Deerfield Beach (150 NE 2nd Ave) and Broward Sheriff's Office (2601 W Broward Blvd) as additionally insured.
	Any applicable Certificates of Insurance and/or licensing for vendors
	Signed Hold Harmless Agreement.
	Approved rental permit from the Parks and Recreation Department, if the event location is at a City of Deerfield Beach public park.

Contact Numbers

Broward Sheriff's Office	954-480-4300
BSO Special Detail Office	954-831-8199
Building Department	954-480-4250
Code Enforcement	954-480-4238
Risk Management	954-480-4255
Special Events	954-480-4429
Parks & Recreation	954-480-4433

**The City of Deerfield Beach is now 100% digital.
Be sure to have an account created on our online
platform [CIVIC REC](#) for all payments.**



INDEMNIFICATION AGREEMENT

I, Jess DeVece, individually and as the agent/
(Individual's Name)

representing ROCK FOOD BOCA, LLC, do hereby agree to indemnify
(Vendor/Company's Name)

and hold harmless and defend the City of Deerfield Beach, Florida, its elected officials, officers, agents, employees and contractors from and against any and all loss, damage, claim, suit, actions, demand, liability or expense by reason of any damage or injury to property or person, including death, which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by

ROCK FOOD BOCA, LLC during the conduct
(Vendor/Company's Name/description of service/performance/product being sold)

of DEB FARMERS MKT (the "Special Event") being held at 1015 S. Federal Hwy.
on the date(s) of:

every SATURDAY 9-1 OCT. 2026 - 7 MAY 2027

Such obligation to indemnify and hold harmless and defend shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses, attorney's fees and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

I agree that through the execution of this document by me and/or by an authorized representative, that this agreement is intended to legally bind myself, the authorized representative, agent, the company/corporation named herein and their heirs executors, administrators and corporate officers.

Signature

Title

Date:

Address:

City:

Witness:

Signature

Print Name

Daytime phone number

State:

Zip:

Print Name:

Date:

**JBL Rivertowne Square LLC
c/o JBL Development
2028 Harrison Street, Suite 202
Hollywood, FL 33020**

Friday, August 11, 2026

Subject: Letter of Authorization - Real Food Boca, LLC Farmers Market at Rivertowne Square

To Whom It May Concern,

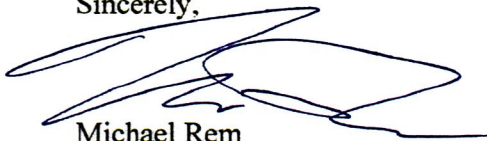
This letter serves as formal authorization for Real Food Boca, LLC to organize and operate a seasonal weekly farmers market at Rivertowne Square, located at 1015 S. Federal Highway, Deerfield Beach, FL 33441.

Real Food Boca, LLC is authorized to manage all aspects of the market, including vendor selection and management, event operations, site coordination, marketing, vendor communications, and related activities, in accordance with the terms agreed upon between Real Food Boca, LLC and JBL Rivertowne Square, LLC.

All activities associated with the farmers market shall comply with all applicable federal, state, county, and local laws, as well as any requirements established by JBL Rivertowne Square, LLC and the City of Deerfield Beach.

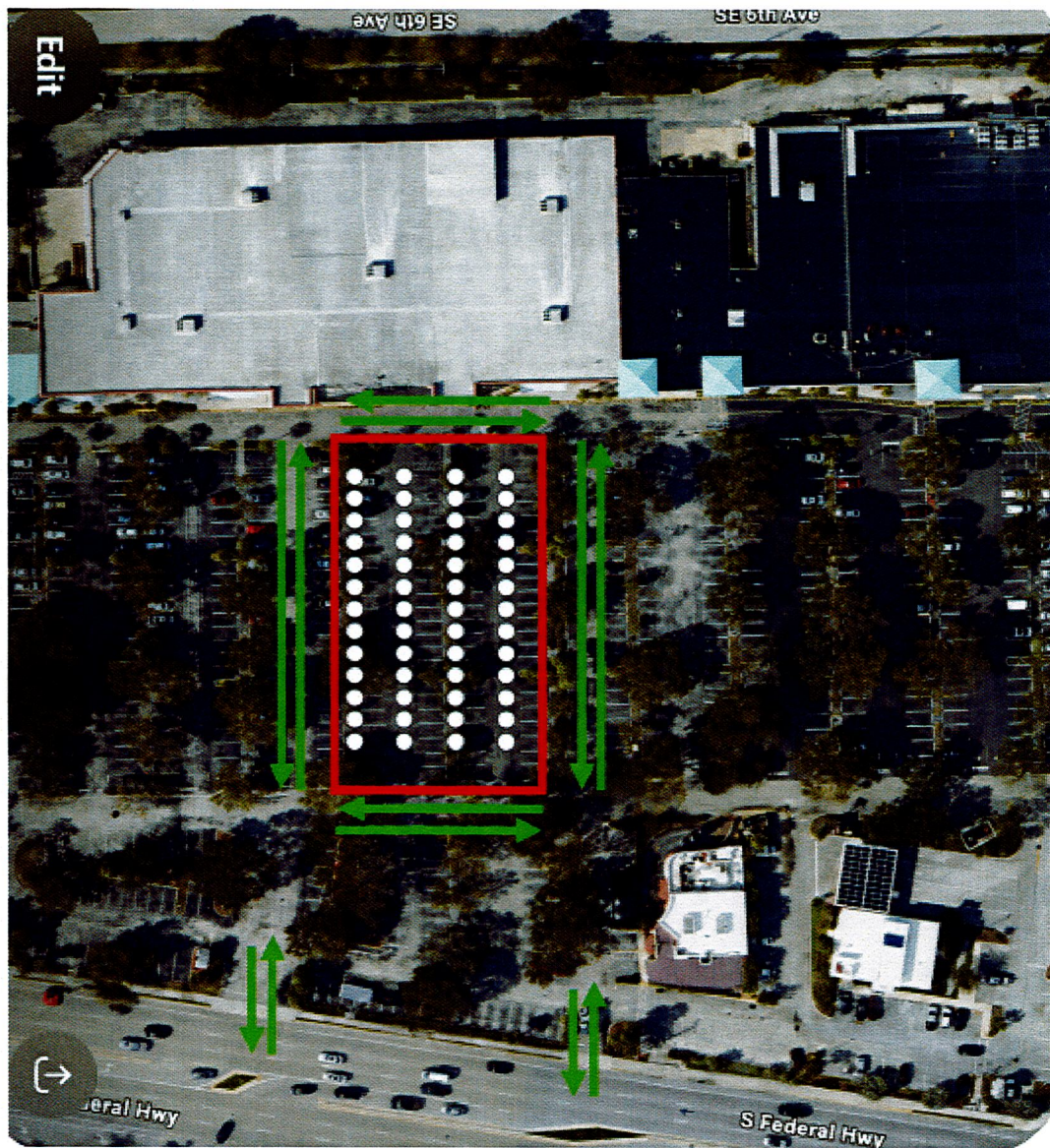
JBL Rivertowne Square, LLC is pleased to support Real Food Boca, LLC in bringing a professionally managed community farmers market to Rivertowne Square and looks forward to a successful partnership.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Rem', with a stylized, sweeping flourish extending to the right.

Michael Rem

Authorized Signatory
JBL Rivertowne Square, LLC







City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-546

Agenda Date: 9/14/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Work Authorization with WGI, Inc. to provide for additional services relating to the Central City Rezoning Study Project and increase the total compensation amount not to exceed by \$14,105.00 to \$62,740.00; providing for implementation and an effective date. (Funds from Account #100-100-150-1500-000-51500-503299 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$14,105.00

Account Name: Other Contractual Services

Account Number: 100-100-150-1500-000-51500-503299

Background/History

On August 6, 2024, pursuant to Resolution No. 2024/117, the City Commission authorized the execution of a work authorization with WGI, Inc. for professional planning services for the Central City Rezoning Study Project, in an amount not to exceed \$48,635.00.

The executed work authorization was issued under the terms of a continuing contract (#21-11-IG) for professional planning and engineering services with WGI, Inc. ("WCI") executed on April 6, 2021. The original contract limits Task 4.2 to two rounds of comment on the draft regulations. To date, WGI, Inc. has provided four drafts, exceeding the scope and fee for this effort due in part to staff turnover in the Planning and Development Services Department.

WGI requests approval of the additional scope and fee (\$14,105.00) to finalize the work effort and provide a final draft of the proposed code amendment for review by the City Commission.

Current Activity

As of today, the Planning and Development Services Department has received the fourth version of the proposed code amendment and has subsequently provided direction to WGI to finalize and ready the document for review by the City Commission.

Recommendation

Approval of an Amendment to the Work Authorization in the amount of \$14,105.00.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE WORK AUTHORIZATION WITH WGI, INC. TO PROVIDE FOR ADDITIONAL SERVICES RELATING TO THE CENTRAL CITY REZONING STUDY PROJECT AND INCREASE THE TOTAL COMPENSATION AMOUNT NOT TO EXCEED BY \$14,105.00 TO \$62,740.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and WGI, Inc. (the “Consultant”) entered into a master CCNA continuing services contract, dated April 12, 2021, pursuant to RFQ #21-11-IG (the “Continuing Contract”), which was renewed for a second one-year period and extended until October 11, 2026; and

WHEREAS, on August 6, 2024, the City and Consultant entered into a Work Authorization for Consultant to provide professional planning services related to the Central City Rezoning Study Project (the “Project”) in the amount not to exceed \$48,635.00 (the “Work Authorization”); and

WHEREAS, Consultant’s Scope of Services for the Project included providing the City with two rounds of comments regarding the draft regulations, and due to administrative changes within the Department of Planning and Development Services and additional meetings regarding the Project, the Consultant has provided the City with an additional two drafts for a total of four drafts, which exceeded the initial scope of services (the “Additional Services”); and

WHEREAS, the Consultant provided the City with a cost proposal for the Additional Services in an amount not to exceed \$14,105.00, for a total aggregate Work Authorization amount not to exceed \$62,740.00, as set forth in Exhibit “A-1” to the Amendment to the Work Authorization, attached as Exhibit “1” (the “Amendment”); and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of the Amendment to the Work Authorization with the Consultant, attached as Exhibit “1”, to provide for the Additional Services in an amount not to exceed \$14,150.00, for a total aggregate Work Authorization amount not to exceed \$62,740.00

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

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

Section 2. The City Commission hereby approves the Amendment to the Work Authorization with the Consultant, attached as Exhibit “1”, for the Additional Services in an

amount not to exceed \$14,105.00, for a total aggregate Work Authorization amount not to exceed \$62,740.00.

Section 3. The City Manager is hereby authorized to execute the Amendment to the Work Authorization, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**AMENDMENT TO THE WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD
BEACH AND WGI, INC. FOR PROFESSIONAL PLANNING SERVICES
RELATED TO THE CENTRAL CITY REZONING STUDY PROJECT**

This Amendment (the "Amendment") to the Work Authorization, dated August 6, 2024, is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and WGI, Inc., a Florida corporation (the "Consultant").

RECITALS

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

WHEREAS, the Continuing Contract was renewed by the parties for a one-year period and has been extended by the parties until October 11, 2026; and

WHEREAS, on August 6, 2024, the City Commission adopted Resolution No. 2024/117 approving a Work Authorization with Consultant (the "Work Authorization") for Consultant to provide professional planning services related to the Central City Rezoning Study Project ("Project") in an amount not to exceed \$48,635.00; and

WHEREAS, Consultant's Scope of Services included providing the City with two rounds of comments regarding the draft regulations, and due to administrative changes within the Planning and Development Services Department and different directions regarding the Project, Consultant has provided the City with four drafts; and

WHEREAS, the additional drafts are considered additional services and there is an additional cost of \$14,105.00, which Consultant has requested in order to finalize the study project and provide the City with the final draft code regulations for review by the City Commission; and

WHEREAS, the parties desire to amend the Work Authorization to reflect the submittal off the four drafts of the proposed code amendment regulations into the scope of services, as reflected in the revised task 4.2 attached in Consultant's proposal outlining the additional services and revised Compensation provision, as more specifically set forth in the attached Exhibit "A-1".

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

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

2. Section 3 of the Work Authorization entitled "Compensation" is hereby amended as follows:

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not to exceed \$62,740.00, ~~\$48,635.00~~ which includes compensation for the Services set forth in Exhibit "A" of the Work Authorization and the compensation for performance of the additional services set forth in Exhibit "A-1", attached to the Amendment to the Work Authorization and incorporated herein by reference. Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

3. Exhibit "A" of the Work Authorization remains in full force and effect. The Additional Services are outlined in the attached Exhibit "A-1" and shall be performed by Consultant in accordance with the terms of the Work Authorization, as amended.
4. All other terms, conditions and specifications of the Work Authorization shall remain in full force and effect, except as specifically amended in this Amendment.

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

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

Date: _____, 2026.

Approved As To Form And Legal
Sufficiency for the use of and reliance
by the City of Deerfield Beach, Florida,
only:

Anthony C. Soroka, City Attorney

**AMENDMENT TO THE WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD
BEACH AND WGI, INC. FOR PROFESSIONAL PLANNING SERVICES
RELATED TO THE CENTRAL CITY REZONING STUDY PROJECT**

ATTEST:

CONSULTANT

WGI, Inc.

Corporate Secretary

By: _____
Signature

Witnesses:

Print Name: _____

Signature

Title: _____

Print Name: _____

Date: _____, 2026.

Signature

Print Name: _____

**EXHIBIT “A-1”
SCOPE OF SERVICES**



July 22, 2026
August 3, 2026 *revised*

Ramsay Bulkeley, Director of Planning and Development Services City
of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL
33441

rbulkeley@deerfield-beach.com

Re: Central City Redevelopment Area – Additional Planning Services

Dear Mr. Bulkeley,

WGI, Inc. (WGI) requests approval of this additional scope and fee proposal by the City of Deerfield Beach (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI’s services will be performed pursuant to WGI’s “Contract Terms and Conditions,” which are enclosed and incorporated into this proposal. Additionally, this contract falls under the previously established agreement between the City of Deerfield Beach and WGI, Inc. for Architectural and Engineering Services (Continuing Contract) RFQ #21-11-IG, executed on April 6, 2021, and the work order dated July 9, 2024.

The original contract limits Task 4.2 to two rounds of comments on the draft regulations. As we have provided four (4) drafts to date, we have exceeded the scope and fee for this effort. This is in part due to the turnover in staff at the City’s Planning and Development Services Department, which has also prompted additional meetings and discussions to coordinate the regulations.

SCOPE OF SERVICES

Within the Scope of Services and Professional Fee Schedule section, all tasks and materials fall under a lump sum fee.

PLANNING SERVICES

TASK 4: Presenting the New Regulations

I. **4.2.1 City | Community Consultant Review and Comment** **Lump Sum \$14,105.00**

The City will review the draft regulations and provide comments to the community outreach consultants and the WGI team. The WGI team will incorporate three additional rounds of comments into the draft document beyond the two rounds in Task 4.2. In addition, WGI’s team will attend up to 18 hours of meetings (9 hours with both a WGI Senior Project Manager and Senior Planner) with City staff to discuss the direction and review draft regulations are included.

NEW PROJECT FEES:	\$14,105.00 (Lump Sum)
ORIGINAL PROJECT FEES:	\$48,635.00 (Lump Sum)
TOTAL PROJECT FEES:	\$62,740.00 (Lump Sum)

Respectfully submitted,
WGI, Inc.



Angela Biagi, PLA, LEED AP BD+C Director,
Planning



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-426

Agenda Date: 9/14/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an interlocal agreement with the Deerfield Beach Housing Authority for the City to provide loan funding in the amount of \$700,000.00 to the Housing Authority to assist with its Affordable Housing Program; providing for implementation and an effective date. (Funds from multiple accounts)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$700,000.00 (Loan)

Account Name: Non-Interest Loan Issuance

Account Number: 100-500-640-5400-000-58300-508100

Secondary Account Name: General Fund / Use of Fund Balance

Secondary Account Number: 100-000-130-0000-000-38990-389100

Background/History

Since its establishment by the City of Deerfield Beach in 1969, the Deerfield Beach Housing Authority (DBHA) has been committed to advocating for and providing affordable housing for eligible individuals and families.

The DBHA works closely with the U.S. Department of HUD, the City of Deerfield Beach, and area agencies and organizations. DBHA collaborations allow it to provide essential affordable housing services and economic opportunities to not only Deerfield Beach Housing Authority residents, but to the entire community.

DBHA's current affordable housing portfolio and programs consist of 196 units, Housing Choice Voucher (Section 8), Family Self-Sufficiency (FSS), 56 Tax Credit units, and they are the only Public Housing Authority to administer CDBG, HOME, and SHIP in the state of Florida.

Although DBHA is not a large housing authority with an extensive administrative staff, they have consistently and effectively been able to bring about organizational change, program integrity, effective fiscal responsibility, and operational effectiveness while coordinating federal, state, and local resources.

The DBHA does more than just provide safe, affordable homes. They also offer a host of programs to historically support public housing residents and voucher holders to increase their education, live

healthier lives, and reach their economic goals.

DBHA clients' household income data shows the program is reaching its intended population: all participants reported household incomes of under \$25,000 a year, with 74% of participants being female mothers and caregivers. The DBHA clientele has strong representation across all age groups, with 33% being senior citizens, followed by 17% being 12 and under.

Current Activity

The DBHA has been experiencing an unprecedented Housing Choice Voucher (HCV) funding shortfall that began in 2025. Since that time, the DBHA has worked extensively with HUD to identify every available option to stabilize the program and minimize the impact on participating landlords and families.

1. HUD has provided ongoing technical assistance throughout this process and worked collaboratively with the DBHA to implement several corrective actions, including approving the transfer and absorption of approximately 115 vouchers by neighboring housing authorities, resulting in savings of more than \$205,000.
2. The DBHA has also reduced staffing from 23 employees to 19, redirected administrative resources toward Housing Assistance Payments where permissible, reduced operating expenses, applied developer fee revenues toward landlord payments, eliminated nonqualified participants, and implemented numerous additional cost-saving measures to reduce the funding deficit.
3. In addition to working with HUD, the DBHA has sought financial assistance from Broward County, State and Federal Legislative Delegation, and members of Congress. HUD facilitated discussions with local government officials, and the City of Deerfield Beach has been actively working with the DBHA to identify budgetary shortfall funding solutions to address outstanding landlord payments.

These combined efforts reduced the DBHA funding shortfall from well over \$3 million to approximately \$1.4 million. While this represents significant progress, a balance of prior Housing Assistance Payments remains outstanding. Current HAP payments are continuing to be processed.

The DBHA has requested a \$700,000.00 loan from the City of Deerfield Beach to prevent residents from being displaced due to the \$1.4 million shortfall it incurred in 2025. The City of Deerfield Beach wishes to enter into an interlocal agreement with the DBHA for a Local Government Contribution in the form of a cash loan. Below are the proposed terms of the loan.

- Loan amount: \$700,000
- Interest rate of 0%
- Loan Repayment – the loan will be repaid at \$10,000 a month for the 70 month term of the loan.

To expedite the repayment of the Loan, the Interlocal Agreement requires DBHA to make additional advance payments on the Loan to the City in the event DBHA receives unrestricted revenues or other unrestricted funding during the Loan term that is permitted to be used to make payments on the Loan.

This partnership is consistent with the City of Deerfield's goals to assure all residents have a decent, safe place to call home and provide affordable housing which also provides for direct physical

improvements to enhance the overall environment, improve the quality of life, and attract sound business and commercial development that provide employment and job opportunities.

Recommendation

Staff is requesting the City Commission approve the Interlocal Agreement with the Deerfield Beach Housing Authority to provide DBHA with a no interest loan in the amount of \$700,000.00. The loan will be repaid in 70 monthly installments of \$10,000.00 over a 70-month period ending in July 2032.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE DEERFIELD BEACH HOUSING AUTHORITY FOR THE CITY TO PROVIDE LOAN FUNDING IN THE AMOUNT OF \$700,000.00 TO THE HOUSING AUTHORITY TO ASSIST WITH ITS AFFORDABLE HOUSING PROGRAM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, since the establishment of the Deerfield Beach Housing Authority (“DBHA”) in 1969 by the City of Deerfield Beach, DBHA has been committed to advocating for and providing affordable housing for eligible individuals; and

WHEREAS, DBHA works with the United States Department of Housing and Urban Development (HUD), the City, and other outside agencies and organizations to collaborate on providing essential affordable housing to eligible individuals and families within the City of Deerfield Beach; and

WHEREAS, in addition to DBHA’s affordable housing program, DBHA provided additional programs that support public housing residents and voucher holders to increase their education, live healthier lives, and reach their economic goals; and

WHEREAS, since 2025, DBHA has been experiencing an unprecedented Housing Choice Voucher shortfall, and has been working extensively with HUD to identify all available options to stabilize its housing programs and minimize the impact on participating landlords and families; and

WHEREAS, HUD has provided technical assistance to DBHA, and approved the transfer and absorption of approximately 115 vouchers by neighboring housing authorities resulting in a savings of more than \$205,000.00; and

WHEREAS, DBHA has also reviewed its organizational structure and has reduced staffing, redirected administrative resources, reduced operating expenses, applied developer fee revenues toward landlord payments, eliminated nonqualified participants, and implemented numerous additional cost-saving measures to reduce its funding deficit; and

WHEREAS, DBHA has sought financial assistance from Broward County, the State and the Federal Legislative Delegation, and members of Congress; and

WHEREAS, HUD facilitated discussions with local government officials to assist DBHA, and the City has been actively working with DBHA to identify budgetary shortfall funding solutions to address outstanding landlord payments; and

WHEREAS, the combined efforts of DBHA, HUD, local government officials and the City have reduced DBHA's shortfall funding from well over \$3 million to approximately \$1.4 million; however, there still remains an outstanding balance of prior Housing Assistance Payments ("HAP") that needs to be addressed (the "Shortfall"), while current HAP payments are continuing to be processed; and

WHEREAS, in order to effectuate the continued collaboration with DBHA to address its Shortfall, DBHA has requested that the City provide DBHA with a loan in the amount of \$700,000.00 at the rate of 0% interest payable by DBHA over 70 months at \$10,000.00 per month, as further set forth in the schedule attached Exhibit "A", (the "Loan") to assist in addressing the shortfall; and

WHEREAS, the City and DBHA desire to enter into an Interlocal Agreement, attached as Exhibit "1", to establish the terms and conditions of the Loan in an amount not to exceed \$700,000.00; and

WHEREAS, to expedite the repayment of the Loan, the Interlocal Agreement requires DBHA to make additional advance payments on the Loan to the City in the event DBHA receives unrestricted revenues or other unrestricted funding during the Loan term that is permitted to be used to make payments on the Loan; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve and authorize execution of the Interlocal Agreement with DBHA, attached as Exhibit "1", for the City to provide the Loan to DBHA to assist DBHA with the Shortfall in its affordable housing programs (the "Interlocal Agreement").

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

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

Section 2. The City Commission hereby approves the Interlocal Agreement with DBHA, attached as Exhibit "1", for the City to provide the Loan to DBHA in an amount not to exceed \$700,000.00 to assist DBHA with the Shortfall in its affordable housing programs.

Section 3. The City Manager is hereby authorized to execute the Interlocal Agreement, attached as Exhibit "1," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager and appropriate City officials are authorized to take all necessary actions to implement the Loan, including but not limited to processing any required amendment to the Fiscal Year 2027 Budget that is necessary to effectuate the Loan and the appropriation of funds in the Fiscal Year 2027 Budget to provide the Loan funding to DBHA.

Section 5. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH
AND THE DEERFIELD BEACH HOUSING AUTHORITY**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this 14th day of September, 2026, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (“City”) and the Deerfield Beach Housing Authority (“Authority”).

WITNESSETH:

WHEREAS, since the establishment of the Deerfield Beach Housing Authority in 1969 by the City, the Authority has been committed to advocating for and providing affordable housing for eligible individuals; and

WHEREAS, the Authority works with the United States Department of Housing and Urban Development (“HUD”), the City, and other outside agencies and organizations to collaborate on providing essential affordable housing to eligible individuals and families within the City of Deerfield Beach; and

WHEREAS, in addition to the Authority’s affordable housing program, the Authority provides additional programs that support public housing residents and voucher holders to increase their education, live healthier lives, and reach their economic goals; and

WHEREAS, since 2025, the Authority has been experiencing an unprecedented Housing Choice Voucher shortfall, and has been working extensively with HUD to identify all available options to stabilize its housing programs and minimize the impact on participating landlords and families; and

WHEREAS, HUD has provided technical assistance to DBHA, and approved the transfer and absorption of approximately 115 vouchers by neighboring housing authorities resulting in a savings of more than \$205,000.00; and

WHEREAS, the Authority has also reviewed its organizational structure and has reduced staffing, redirected administrative resources, reduced operating expenses, applied developer fee revenues toward landlord payments, eliminated nonqualified participants, and implemented numerous additional cost-saving measures to reduce its funding deficit; and

WHEREAS, the Authority has sought financial assistance from Broward County, the State and the Federal Legislative Delegation, and members of Congress; and

WHEREAS, HUD facilitated discussions with local government officials to assist the Authority, and the City has been actively working with the Authority to identify budgetary shortfall funding solutions to address outstanding payments; and

WHEREAS, the combined efforts of the Authority, HUD, local government officials and the City have reduced the Authority’s shortfall funding from well over \$3 million to approximately \$1.4 million; however, there still remains an outstanding balance of prior Housing Assistance Payments (“HAP”) that needs to be addressed (the “Shortfall”), while current HAP payments are

continuing to be processed; and

WHEREAS, in order to effectuate the continued collaboration with the Authority to address its Shortfall, the Authority has requested that the City provide the Authority with a loan in the amount of \$700,000.00 at the rate of 0% interest payable by the Authority over 70 months at \$10,000.00 per month, as further set forth in the schedule attached and incorporated herein as Exhibit “A”, (the “Loan”) to assist in addressing the Shortfall; and

WHEREAS, the City has agreed to provide the Loan to the Authority in the amount of \$700,000.00 in accordance with the terms and conditions of this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

ARTICLE 1 **RECITALS AND AUTHORITY**

1.1 The above recitals and the findings of fact contained in this Agreement are true and correct and incorporated into this Agreement by this reference.

1.2 This Interlocal Agreement is entered into pursuant to Section 163.01, Florida Statutes, entitled “Florida Interlocal Cooperation Act of 1969”.

ARTICLE 2 **CITY FUNDING AND AUTHORITY REPAYMENT OBLIGATION**

2.1 The City shall provide the Loan to the Authority in the amount of Seven Hundred Thousand Dollars (\$700,000.00) (the “Loan Proceeds”) to be utilized solely by the Authority to fund outstanding Housing Assistance Payments in connection with the Authority’s affordable housing programs within the City (the “Authorized Use”), and for no other purpose. Payment of the Loan shall be made by the City to the Authority within 30 days of execution of this Agreement.

2.2 The Loan Proceeds shall be used exclusively by the Authority for the Authorized Use. Any use of the Loan Proceeds for any other purpose shall constitute an Event of Default under this Agreement. The Authority shall segregate the Loan Proceeds from its other funds in a separate, identifiable account maintained at a federally insured financial institution, and shall not commingle the Loan Proceeds with any other funds. For the term of this Agreement (as defined in Article 3 below), the Authority shall provide the City, not less frequently than quarterly and within fifteen (15) days after the end of each calendar quarter, with a written accounting of all disbursements from such account, accompanied by copies of invoices, receipts, and such other supporting documentation as the City Manager may reasonably request. The Authority shall maintain complete and accurate books, records, and accounts relating to the Loan Proceeds for a period of not less than three (3) years following the expiration or termination of this Agreement. The City, through the City Manager, or the City Manager’s designee, shall have the right, upon not less than five (5) business days’ prior written notice (or immediately and without notice upon the

occurrence of an Event of Default), to inspect, audit, and make copies of such books, records, and accounts at any reasonable time during normal business hours.

2.3 The Authority shall remit payment to the City in the minimum amount of \$10,000.00 per month for 70 months in accordance with the repayment schedule attached as Exhibit "A" (the "Repayment Schedule"). The Authority shall fully repay the Loan to the City by no later than July 1, 2032 (the "Maturity Date").

2.4 The Authority shall make additional advance payments on the Loan to the City in the event the Authority receives unrestricted revenues or other unrestricted funding during the Term that is permitted to be used to make payments on the Loan ("Unrestricted Funding"). Such advance payments shall be made in the amount of the Unrestricted Funding within 30 days of the Authority's receipt of the Unrestricted Funding up to the total amount of the then existing outstanding balance of the Loan. The Authority may make such additional advance payments on (or otherwise prepay) the Loan, in whole or in part, at any time prior to the Maturity Date without premium or penalty.

2.5 *Representations and Warranties of the Authority.* The Authority represents and warrants to the City, as of the date of this Agreement and as of the date of disbursement of the Loan Proceeds, that: (a) the Authority is a Florida public housing authority created pursuant to Chapter 421, Fla. Stat., duly organized, validly existing, and in good standing under the laws of the State of Florida, and has full power and authority to enter into and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary Authority action and do not and will not violate any law, regulation, court order, or contractual obligation binding on the Authority; (c) this Agreement constitutes the legal, valid, and binding obligation of the Authority, enforceable against the Authority in accordance with its terms; (d) there is no litigation, investigation, or proceeding pending or, to the Authority's knowledge, threatened against the Authority that could reasonably be expected to impair the Authority's ability to perform its obligations under this Agreement.

ARTICLE 3

TERM

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until all funding provided by the City to the Authority through the Loan has been fully repaid to the City (the "Term").

ARTICLE 4

EVENTS OF DEFAULT AND REMEDIES

4.1 *Events of Default.* The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement: (a) the Authority fails to pay when due any amount payable under this Agreement, (b) the Authority fails to fully repay the Loan to the City by the Maturity Date, (c) the Authority uses any portion of the Loan Proceeds for any purpose other than the Authorized Use as provided in this Agreement, (d) the Authority breaches any covenant or other obligation under this Agreement and, if such breach is reasonably capable of

cure, fails to cure such breach within ten (10) days after written notice from the City, (d) the Authority becomes insolvent, makes a general assignment for the benefit of creditors, files or has filed against it any petition under any bankruptcy or insolvency law (which, if involuntary, is not dismissed within sixty (60) days), or a receiver is appointed for any of its assets; or (f) the Authority dissolves, liquidates, or ceases to conduct its business as currently conducted.

4.2 *Remedies of the City.* Upon the occurrence of any Event of Default, the City may, in its sole and absolute discretion and without further notice or demand (except as expressly required by applicable law and as provided in Article 4.1 above), exercise any one or more of the following remedies, each of which shall be cumulative and not exclusive of any other remedy available at law, in equity, or under this Agreement: (a) declare the entire unpaid principal balance of the Loan, together with all other amounts payable under this Agreement, immediately due and payable, whereupon the same shall become immediately due and payable without demand, protest, or notice of any kind, all of which are hereby expressly waived by the Authority; (b) set off and apply any and all amounts otherwise payable by the City to the Authority (including, without limitation, any payments under any other agreement between the parties) against the amounts owed to the City under this Agreement; (c) terminate this Agreement, (d) pursue specific performance, injunctive relief, and any other equitable remedy; (e) recover from the Authority all costs and expenses of collection and enforcement, including reasonable attorneys' fees and costs at trial, on appeal, and in any bankruptcy or insolvency proceeding; and (f) exercise any other right or remedy available to the City at law, in equity, under statute, or otherwise. No failure or delay by the City in exercising any right or remedy shall operate as a waiver thereof.

4.3 *Default Interest; Late Charge.* Upon the occurrence and during the continuance of an Event of Default, all amounts outstanding under this Agreement shall bear interest at the rate of 12% annually, accruing daily and compounded monthly, until paid in full.

ARTICLE 5 **NOTICES**

Whenever either party desires to give notice to the other, it must be given in writing, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO AUTHORITY:

LaTonya Coley-Mckenly, Executive Director
Deerfield Beach Housing Authority
533 S. Dixie Highway, Suite 201
Deerfield Beach, FL 33441

AS TO CITY:

Rodney Brimlow, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

ARTICLE 6 **JURISDICTION, VENUE AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 7 **MISCELLANEOUS**

7.1 *No Third-Party Beneficiaries* - Nothing in this Agreement shall be construed or interpreted to give any rights or benefits to anyone other than the Authority and the City.

7.2 *Waiver* - No waiver of any provision in this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

7.3 *Assignment* – The Authority shall not assign, delegate, or transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the City, which consent may be granted or withheld in the City’s sole and absolute discretion. Any purported assignment, delegation, or transfer in violation of this provision shall be void.

7.4 *Negotiated Agreement* - The parties have substantially contributed to the negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein

7.5 *Entirety of the Agreement* – The City and the Authority agree that this Agreement sets forth the entire agreement between the parties regarding the subject matter in this Agreement and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of the Authority and City.

**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH
AND THE DEERFIELD BEACH HOUSING AUTHORITY**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The City Commission of the City of Deerfield Beach, Florida, signing by and through its Mayor, authorized to execute same on the 14th day of September, 2026, and the Deerfield Beach Housing Authority, by and through its Board, signing by and through its Chair, authorized to execute same by Board action on the 11th day of September, 2026.

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

ATTEST:

By: _____
Todd Drosky, Mayor

Heather Montemayor, City Clerk

Approved as to Form and Legal Sufficiency
for the use of and reliance by the City of Deerfield
Beach, Florida, only:

Anthony Soroka, City Attorney

ATTEST:

DEERFIELD BEACH HOUSING AUTHORITY,
a Florida public housing authority created
pursuant to Chapter 421, Fla. Stat.



LaTonya Coley-Mckenly, Executive Director

By:  _____
Anthony Pelt, Chair

EXHIBIT "A"
REPAYMENT SCHEDULE

Loan Amount	\$700,000.00	Total Interest	\$0.00
Annual Interest Rate	0.00%	Total Principal	\$700,000.00
Monthly Payment	\$10,000.00	Total Payments	\$700,000.00
Number of Payments	70		
Payment Start Date	10/01/2026		

Loan Amortization Schedule								
Payment #	Payment Date	Beginning Balance	Payment	Interest	Principal	Ending Balance	Fiscal Year	
	1	10/01/2026	\$700,000.00	\$10,000.00	\$0.00	\$10,000.00	\$690,000.00	FY27
	2	11/01/2026	\$690,000.00	\$10,000.00	\$0.00	\$10,000.00	\$680,000.00	FY27
	3	12/01/2026	\$680,000.00	\$10,000.00	\$0.00	\$10,000.00	\$670,000.00	FY27
	4	01/01/2027	\$670,000.00	\$10,000.00	\$0.00	\$10,000.00	\$660,000.00	FY27
	5	02/01/2027	\$660,000.00	\$10,000.00	\$0.00	\$10,000.00	\$650,000.00	FY27
	6	03/01/2027	\$650,000.00	\$10,000.00	\$0.00	\$10,000.00	\$640,000.00	FY27
	7	04/01/2027	\$640,000.00	\$10,000.00	\$0.00	\$10,000.00	\$630,000.00	FY27
	8	05/01/2027	\$630,000.00	\$10,000.00	\$0.00	\$10,000.00	\$620,000.00	FY27
	9	06/01/2027	\$620,000.00	\$10,000.00	\$0.00	\$10,000.00	\$610,000.00	FY27
	10	07/01/2027	\$610,000.00	\$10,000.00	\$0.00	\$10,000.00	\$600,000.00	FY27
	11	08/01/2027	\$600,000.00	\$10,000.00	\$0.00	\$10,000.00	\$590,000.00	FY27
	12	09/01/2027	\$590,000.00	\$10,000.00	\$0.00	\$10,000.00	\$580,000.00	FY27
	13	10/01/2027	\$580,000.00	\$10,000.00	\$0.00	\$10,000.00	\$570,000.00	FY28
	14	11/01/2027	\$570,000.00	\$10,000.00	\$0.00	\$10,000.00	\$560,000.00	FY28
	15	12/01/2027	\$560,000.00	\$10,000.00	\$0.00	\$10,000.00	\$550,000.00	FY28
	16	01/01/2028	\$550,000.00	\$10,000.00	\$0.00	\$10,000.00	\$540,000.00	FY28
	17	02/01/2028	\$540,000.00	\$10,000.00	\$0.00	\$10,000.00	\$530,000.00	FY28
	18	03/01/2028	\$530,000.00	\$10,000.00	\$0.00	\$10,000.00	\$520,000.00	FY28
	19	04/01/2028	\$520,000.00	\$10,000.00	\$0.00	\$10,000.00	\$510,000.00	FY28
	20	05/01/2028	\$510,000.00	\$10,000.00	\$0.00	\$10,000.00	\$500,000.00	FY28
	21	06/01/2028	\$500,000.00	\$10,000.00	\$0.00	\$10,000.00	\$490,000.00	FY28
	22	07/01/2028	\$490,000.00	\$10,000.00	\$0.00	\$10,000.00	\$480,000.00	FY28
	23	08/01/2028	\$480,000.00	\$10,000.00	\$0.00	\$10,000.00	\$470,000.00	FY28
	24	09/01/2028	\$470,000.00	\$10,000.00	\$0.00	\$10,000.00	\$460,000.00	FY28
	25	10/01/2028	\$460,000.00	\$10,000.00	\$0.00	\$10,000.00	\$450,000.00	FY29
	26	11/01/2028	\$450,000.00	\$10,000.00	\$0.00	\$10,000.00	\$440,000.00	FY29
	27	12/01/2028	\$440,000.00	\$10,000.00	\$0.00	\$10,000.00	\$430,000.00	FY29
	28	01/01/2029	\$430,000.00	\$10,000.00	\$0.00	\$10,000.00	\$420,000.00	FY29
	29	02/01/2029	\$420,000.00	\$10,000.00	\$0.00	\$10,000.00	\$410,000.00	FY29
	30	03/01/2029	\$410,000.00	\$10,000.00	\$0.00	\$10,000.00	\$400,000.00	FY29
	31	04/01/2029	\$400,000.00	\$10,000.00	\$0.00	\$10,000.00	\$390,000.00	FY29
	32	05/01/2029	\$390,000.00	\$10,000.00	\$0.00	\$10,000.00	\$380,000.00	FY29
	33	06/01/2029	\$380,000.00	\$10,000.00	\$0.00	\$10,000.00	\$370,000.00	FY29
	34	07/01/2029	\$370,000.00	\$10,000.00	\$0.00	\$10,000.00	\$360,000.00	FY29
	35	08/01/2029	\$360,000.00	\$10,000.00	\$0.00	\$10,000.00	\$350,000.00	FY29
	36	09/01/2029	\$350,000.00	\$10,000.00	\$0.00	\$10,000.00	\$340,000.00	FY29
	37	10/01/2029	\$340,000.00	\$10,000.00	\$0.00	\$10,000.00	\$330,000.00	FY30
	38	11/01/2029	\$330,000.00	\$10,000.00	\$0.00	\$10,000.00	\$320,000.00	FY30
	39	12/01/2029	\$320,000.00	\$10,000.00	\$0.00	\$10,000.00	\$310,000.00	FY30
	40	01/01/2030	\$310,000.00	\$10,000.00	\$0.00	\$10,000.00	\$300,000.00	FY30
	41	02/01/2030	\$300,000.00	\$10,000.00	\$0.00	\$10,000.00	\$290,000.00	FY30
	42	03/01/2030	\$290,000.00	\$10,000.00	\$0.00	\$10,000.00	\$280,000.00	FY30
	43	04/01/2030	\$280,000.00	\$10,000.00	\$0.00	\$10,000.00	\$270,000.00	FY30
	44	05/01/2030	\$270,000.00	\$10,000.00	\$0.00	\$10,000.00	\$260,000.00	FY30
	45	06/01/2030	\$260,000.00	\$10,000.00	\$0.00	\$10,000.00	\$250,000.00	FY30
	46	07/01/2030	\$250,000.00	\$10,000.00	\$0.00	\$10,000.00	\$240,000.00	FY30
	47	08/01/2030	\$240,000.00	\$10,000.00	\$0.00	\$10,000.00	\$230,000.00	FY30
	48	09/01/2030	\$230,000.00	\$10,000.00	\$0.00	\$10,000.00	\$220,000.00	FY30
	49	10/01/2030	\$220,000.00	\$10,000.00	\$0.00	\$10,000.00	\$210,000.00	FY31
	50	11/01/2030	\$210,000.00	\$10,000.00	\$0.00	\$10,000.00	\$200,000.00	FY31
	51	12/01/2030	\$200,000.00	\$10,000.00	\$0.00	\$10,000.00	\$190,000.00	FY31
	52	01/01/2031	\$190,000.00	\$10,000.00	\$0.00	\$10,000.00	\$180,000.00	FY31
	53	02/01/2031	\$180,000.00	\$10,000.00	\$0.00	\$10,000.00	\$170,000.00	FY31
	54	03/01/2031	\$170,000.00	\$10,000.00	\$0.00	\$10,000.00	\$160,000.00	FY31
	55	04/01/2031	\$160,000.00	\$10,000.00	\$0.00	\$10,000.00	\$150,000.00	FY31
	56	05/01/2031	\$150,000.00	\$10,000.00	\$0.00	\$10,000.00	\$140,000.00	FY31
	57	06/01/2031	\$140,000.00	\$10,000.00	\$0.00	\$10,000.00	\$130,000.00	FY31
	58	07/01/2031	\$130,000.00	\$10,000.00	\$0.00	\$10,000.00	\$120,000.00	FY31
	59	08/01/2031	\$120,000.00	\$10,000.00	\$0.00	\$10,000.00	\$110,000.00	FY31
	60	09/01/2031	\$110,000.00	\$10,000.00	\$0.00	\$10,000.00	\$100,000.00	FY31
	61	10/01/2031	\$100,000.00	\$10,000.00	\$0.00	\$10,000.00	\$90,000.00	FY32
	62	11/01/2031	\$90,000.00	\$10,000.00	\$0.00	\$10,000.00	\$80,000.00	FY32
	63	12/01/2031	\$80,000.00	\$10,000.00	\$0.00	\$10,000.00	\$70,000.00	FY32
	64	01/01/2032	\$70,000.00	\$10,000.00	\$0.00	\$10,000.00	\$60,000.00	FY32
	65	02/01/2032	\$60,000.00	\$10,000.00	\$0.00	\$10,000.00	\$50,000.00	FY32
	66	03/01/2032	\$50,000.00	\$10,000.00	\$0.00	\$10,000.00	\$40,000.00	FY32
	67	04/01/2032	\$40,000.00	\$10,000.00	\$0.00	\$10,000.00	\$30,000.00	FY32
	68	05/01/2032	\$30,000.00	\$10,000.00	\$0.00	\$10,000.00	\$20,000.00	FY32
	69	06/01/2032	\$20,000.00	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00	FY32
	70	07/01/2032	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	FY32



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-470

Agenda Date: 9/14/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the U.S. Department of Transportation Safe Streets and Roads for All Grant Agreement No. 693JJ32640219 for the NE 3rd Avenue Safety Improvements Project to amend the project schedule and extend the grant period through April 10, 2031, for completion of the project; 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

Pursuant to Resolution No. 2025/059, the City submitted a grant application to the U.S. Department of Transportation ("USDOT") for a Safe Street and Roads for All Grant ("SS4A") for the NE 3rd Avenue Safety Improvements Project (the "Project"). Subsequently, pursuant to Resolution No. 2026/035, the City accepted the SS4A grant award in the amount of \$3,617,600 to be utilized for the Project design and improvements, and the City will be providing \$904,400.00 (the "Matching Funds") toward Project expenditures to meet the Grant match requirement. The City and USDOT Federal Highway Administration ("FHWA") executed SS4A Grant Agreement No. 693JJ32640219 (the "Agreement") to implement the Project.

The Project will improve safety along NE 3rd Avenue between NE 38th Street and NE 44th Street. This area was identified in the City's Safety Action Plan as a high-risk corridor with a history of serious crashes. The Project will make several permanent safety improvements that were tested during a 2023 demonstration project. These improvements include wider buffer areas for pedestrians and bicyclists, reducing the number of travel lanes (road diet), adding a roundabout, and upgrading crosswalks. These changes are designed to reduce crashes, prevent serious injuries, and make the roadway safer for everyone.

Current Activity

USDOT FHWA and the City desire to execute an amendment to the Agreement, which updates the grant schedule to provide the time needed to complete the required environmental review under the National Environmental Policy Act (NEPA) before the City can move into final design and construction (the "Amendment"). FHWA has obligated \$250,000 for the Base Phase, which covers preliminary design and the work needed to obtain NEPA approval. Once the environmental review is complete and FHWA provides written authorization and obligates the additional funds, the City may proceed to the later phases of the Project. The Amendment extends the overall grant period through April 10, 2031, so these required steps and the remaining project work can be completed. The amendment

does not change the project scope or the federal grant amount of \$3,617,600.

Recommendation

Staff recommends that the City Commission approve the Amendment to the Grant Agreement with the U.S. Department of Transportation Federal Highway Administration to extend the grant timeline through April 10, 2031.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE U.S. DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL GRANT AGREEMENT NO. 693JJ32640219 FOR THE NE 3RD AVENUE SAFETY IMPROVEMENTS PROJECT TO AMEND THE PROJECT SCHEDULE AND EXTEND THE GRANT PERIOD THROUGH APRIL 10, 2031, FOR COMPLETION OF THE PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2025/059, the City submitted a grant application to the U.S. Department of Transportation (“USDOT”) for a Safe Street and Roads for All Grant (“SS4A”) for the NE 3rd Avenue Safety Improvements Project (the “Project”).

WHEREAS, pursuant to Resolution No. 2026/035, the City accepted the SS4A Grant funding in the amount of \$3,617,600.00 from the USDOT for Project, with the City's portion in the amount of \$904,400.00 for a total Project Cost of \$4,522,000.00; and

WHEREAS, in April 2026, the City and the USDOT Federal Highway Administration (“FHWA”) executed SS4A Agreement No. 693JJ32640219 (the “Grant Agreement”) to implement the Project; and

WHEREAS, the Project requires an environmental review in accordance with the National Environmental Protection Act prior to the City implementing the final design and construction of the Project; and

WHEREAS, the City is working with the FHWA to receive funding from FHWA in the amount of \$250,000.00 for the Base Phase, which covers the preliminary design and work needed to obtain the approval of the environmental portion of the Project; and

WHEREAS, based upon the environmental review process, it is necessary to amend the Grant Agreement to extend the overall grant period through April 10, 2031 in order for the City to complete the requirements for the Project and the remaining project work to final completion; and

WHEREAS, the City and the FHWA desire to execute an amendment to the Grant Agreement to amend the Project schedule and extend the grant period through April 10, 2031 (the “Amendment”); and

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize execution of the Amendment to the Grant Agreement to amend the Project schedule and extend the grant period through April 10, 2031.

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 Amendment to the Grant Agreement with the FHWA to amend the Project schedule and extend the grant period through April 10, 2031, for completion of the Project.

Section 3. The City Manager is hereby authorized to execute the Amendment with such terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

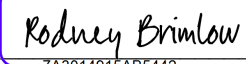
- | | | |
|--|---|---|
| 1. Federal Award No.
693JJ32640219 | 2. Effective Date
See No. 16 Below | 3. Assistance Listings No.
20.939 |
| 4. Award To
City of Deerfield Beach
150 NE 2 nd Avenue
Deerfield Beach, Florida 33441

Unique Entity Id.: RNAJUJR8BKA5
TIN No.: 59-6000305 | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590 | |
| 6. Period of Performance
Effective Date of Award – 60 months | 7. Total Amount
Federal Share: \$3,617,600
Recipient Share: \$904,400
Other Federal Funds: \$0
Other Funds: \$0
Total: \$4,522,000 | |
| 8. Type of Agreement
Grant | 9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021) | |
| 10. Procurement Request No.
HSA250359PR | 11. Federal Funds Obligated
Base Phase: Pre-NEPA: \$250,000.00 | |
| 12. Submit Payment Requests To
See Article 5. | 13. Accounting and Appropriations Data
15X0176E50.0000.055SR60500.5592000000.41010.61006600 | |

14. Description of the Project

The project will make additional safety improvements on the major collector NE 3rd Avenue, spanning from NE 38th Street to NE 44th Street. The project aims to enhance safety and mobility by making improvements for bicyclists and pedestrians. The project is a permanent installation of a 2023 demonstration project that provided additional buffer space for pedestrians and cyclists, a road diet, a roundabout, and crosswalks.

RECIPIENT
15. Signature of Person Authorized to Sign

Signed by:

 7A3014915AB5442...
 Signature _____ Date 4/4/2026
 Name: Rodney Brimlow
 Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION
16. Signature of Agreement Officer

Signature _____ Date _____
 Name: Hector R. Santamaria
 Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation’s (the “**USDOT**”) Federal Highway Administration (the “**FHWA**”) and the City of Deerfield Beach (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“**SS4A**”) Grant for the NE 3rd Avenue Improvements.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All (“**SS4A**”) Grant Program,” dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2024.” Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application

Application Title: NE 3rd Avenue Improvements

Application Date: 05/16/2024

2.2 Award Amount.

SS4A Grant Amount: \$3,617,600.00

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA	\$250,000	
Option Phase 1: Final Design, Right-of-Way, and Utility Coordination	\$1,200,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Construction	\$2,167,600	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of a Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Effective Date of Award - 09/30/2026

Option Phase 1 Budget Period: [reserved]

Option Phase 2 Budget Period: [reserved]

2.5 Grant Designation.

Designation: Implementation

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The City of Deerfield Beach will implement corridor-wide safety improvements along NE 3rd Avenue between NE 38th Street and NE 44th Street using SS4A Implementation Grant funding. This high-injury corridor is prioritized in the City's safety action plan due to a pattern of severe and fatal crashes, particularly those involving pedestrians and bicyclists. The goal of the project is to reduce roadway fatalities and serious injuries through a complete street approach that prioritizes vulnerable road users. The project will be completed in three phases.

Base Phase: Pre-NEPA: During the Base Phase, the City of Deerfield Beach will complete all necessary pre-construction activities to prepare the project for implementation. This includes project management and coordination, preliminary engineering (up to 30% design), and environmental review in compliance with the National Environmental Policy Act (NEPA). Activities will include topographic and utility surveys, preliminary roadway and pedestrian facility design of NE 3rd Avenue between NE 38th Street and NE 44th Street, identification of design alternatives, and associated technical studies required for NEPA clearance. The City will coordinate with FHWA to determine the appropriate NEPA class of action, complete all required documentation, and secure environmental approval. This phase will also include early stakeholder engagement, preliminary cost estimating, risk analysis, and permitting strategy development to ensure readiness for final design and construction in subsequent phases.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation: In Phase 1, the City of Deerfield Beach will advance the project from 30% to 100% design completion. This includes final engineering, development of construction-ready plans, technical specifications, and detailed cost estimates. The City will secure all necessary permits and approvals from local, state, and federal agencies. Right-of-way assessments and utility coordination will be conducted to confirm constructability. Public engagement will continue to ensure community input is integrated. This phase ensures the project is fully shovel-ready for construction under Phase 2.

Option Phase 2: Construction: In this phase, the City of Deerfield Beach will perform all construction activities necessary to implement the NE 3rd Avenue safety improvements between NE 38th Street and NE 44th Street. Work includes roadway resurfacing, installation of ADA-compliant sidewalks and curb ramps, construction of protected bicycle lanes, raised intersections, traffic calming measures, upgraded lighting, signage, and pedestrian crossings. Utility adjustments and coordination will be completed as needed. The City will ensure compliance with all federal requirements, including wage laws, and will conduct public outreach to minimize construction impacts. This phase concludes with project closeout and final reporting.

3.2 Project's Estimated Schedule.

Implementation Schedule (Construction)

Milestone	Schedule Date
Planned NEPA Completion Date:	09/30/2026
Planned Construction Substantial Completion and Open to Public Use Date:	06/30/2030
Planned SS4A Final Report Date:	09/30/2030

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$3,617,600.00
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$904,400.00
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$4,522,000.00

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	889,000.00		889,000.00
Other architectural and engineering fees	667,000.00		667,000.00
Site work	575,000.00		575,000.00
Demolition and removal	66,000.00		66,000.00
Construction	2,223,000.00		2,223,000.00
Miscellaneous	102,000.00		102,000.00
Project Total	4,522,000.00		4,522,000.00

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
CONTACT INFORMATION

4.1 Recipient Contact(s)

Rodney Brimlow
City Manager
City of Deerfield Beach
150 NE 2nd Avenue, Deerfield Beach, Florida 33441
954-250-4083
rbrimlow@deerfieldbeach.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Crystal Hayes	Grants Manager
Eric Power	Director, Planning & Development
Jonathan Salas	Director, Community Services

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Florida
Agreement Officer’s Representative (AOR)
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312
(850) 553-2202
Florida.FHWA@dot.gov

and

Greg Shelton
Florida Division Office Lead Point of Contact
FDOT Districts 2 & 4 Transportation Engineer
400 W. Washington Street, Suite 4200
Orlando, FL 32801-2217
(407) 867-6428
Gregory.shelton@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

- 6.4** The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2024 NOFO corresponding with any “no” responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan’s safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.
- 6.5** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.6** The Government’s execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.7** There are no other special grant requirements.

ATTACHMENT A

PERFORMANCE MEASUREMENT INFORMATION

Study Area: NE 3rd Avenue Corridor from NE 38th Street (north of Sample Road) to NW 48th Street, City of Deerfield Beach, Broward County, Florida

Baseline Measurement Date: 10/01/2026

Baseline Report Date: 12/01/2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” after “Scope,” “Schedule,” or “Budget.” If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: The start date will occur in 2026 instead of January of 2025 as originally stated in the SF-424. The start and end date changed to allow time to execute the grant agreement.

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
X	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City of Deerfield Beach is dedicated to creating robust, good-paying jobs through the NE 3rd Avenue Improvement Project. This commitment includes the direct creation of employment opportunities in construction, engineering, traffic management, and related skilled trades such as electricians, carpenters, heavy equipment

operators, and concrete specialists. These jobs offer competitive wages and comprehensive benefits packages that meet or exceed local and federal labor standards, ensuring stable and sustainable career paths for workers.

To build a skilled local workforce, the City partners with high-quality registered apprenticeship programs and workforce training providers, including the Broward County Construction Apprenticeship Consortium and local technical colleges. These programs provide hands-on training, safety certifications, and career advancement pathways in construction and infrastructure trades. Targeted hiring preferences focus on underrepresented groups, including women, veterans, and economically disadvantaged individuals, promoting equitable workforce participation.

Supportive services are integral to workforce retention and success. The City collaborates with workforce development agencies to provide transportation assistance, childcare options, mentorship programs, and soft skills training, helping trainees overcome barriers to employment and remain engaged through program completion. Developed partnership with local labor unions, the City actively engages worker-based organizations throughout the project's planning and implementation. These collaborations include formal Project Labor Agreements (PLAs) and Community Benefit Agreements (CBAs) that establish fair wage requirements, safe working conditions, grievance procedures, and opportunities for apprenticeship and union membership. The agreements ensure that the project workforce operates under robust labor standards while fostering strong community and worker involvement.

These comprehensive workforce strategies reflect the City's commitment to fostering good jobs with free and fair union choice, developing skilled labor pipelines, and building lasting partnerships with labor organizations to support project success and community economic growth.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

Not applicable - grant does not require the purchase of information technology or operational technology.

ATTACHMENT G

[RESERVED]



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-463

Agenda Date: 9/14/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Shiff Construction and Development, Inc. for general contracting services including interior and exterior repairs at Fire Station Nos. 4, 66 and 75, utilizing the terms of Sourcewell Contract No. FL-R4-GC-092524-SCD in an amount not to exceed \$212,451.87; providing for execution and an effective date. (Funds from Account #100-200-340-1906-000-52900-506022 - Public Safety Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$212,451.87

Account Name: Public Safety Buildings
Account Number: 100-200-340-1906-000-52900-506022

Background/History

The Broward County Building Safety Inspection Program (Inspection Program) requires commercial and residential buildings to undergo structural and electrical safety inspections once they reach 25 years of age, with subsequent recertifications required every 10 years thereafter. Fire Stations 4, 66, and 75 are currently due for the 25-year building inspection and recertification.

The City retained Crain Atlantis, Inc. ("Crain") under the City's Continuing Service Agreement pursuant to RFQ 26-008, to perform the Phase I milestone inspection and condition report pursuant to the requirements of the Inspection Program. Crain Atlantis provided the City with its Consultant Report, which identified that all three fire stations require interior and exterior building repairs, painting, and structural maintenance.

Section 38-116(3)(b)(12) of the City Code authorizes the procurement of services pursuant to a job order contract, and Section 38-116(3)(b)(10) of the City Code provides authority for the City to acquire or contract for non-real property, goods, or services without utilizing a sealed competitive method or the written quotations method where the desired non-real property, goods, or services are the subject of a competitively procured contract with other state or local governmental entities within

the United States.

Current Activity

In order to facilitate the required repairs to the Fire Stations, the Department of Municipal Services in conjunction with the Procurement Division, reviewed Sourcewell's Invitation to Bids No. FL-09542 for Indefinite Delivery-Indefinite Quantity Construction Contract (the "Sourcewell Contract") relating to construction or repair, alteration, modernization, or renovation of buildings, structures, other real property and determined the Sourcewell Contract scope and terms would meet the needs for the City's project. The Sourcewell Contract is with Shiff Construction and Development, Inc. and the City obtained Work Orders for each of the Fire Stations requiring repair work.

The Facilities Management Division requested Shiff review the repair and maintenance requirements identified by Crain and conduct site assessments.

Shiff submitted detailed proposals on August 27, 2026, for the following facility scopes: Exterior building restoration, caulking, window sealing, exterior door painting or replacement, exterior painting, etc. The cost per fire station is detailed below:

Fire Station 4:	\$123,385.17
Fire Station 66:	\$32,071.51
Fire Station 75:	\$56,995.19

Total Expenditure: \$212,451.87

The Department desires to enter into an agreement with Shiff to provide the required services utilizing the terms and pricing of the Sourcewell Contract.

Recommendation

Staff recommends approving an agreement with Shiff Construction & Development, Inc. for general contracting services for the repair work for the Fire Stations.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SHIFF CONSTRUCTION AND DEVELOPMENT, INC. FOR GENERAL CONTRACTING SERVICES INCLUDING INTERIOR AND EXTERIOR REPAIRS AT FIRE STATION NOS. 4, 66 AND 75, UTILIZING THE TERMS OF SOURCEWELL CONTRACT NO. FL-R4-GC-092524-SCD IN AN AMOUNT NOT TO EXCEED \$212,451.87; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City retained Crain Atlantis, Inc. (“Crain”) to provide professional engineering services related to the Life Safety 35 Years Inspection Certification for Fire Station Nos. 4, 66 and 75 (collectively, the “Fire Stations”) and the Leo J. Robb Gymnasium (the “Inspection Services”) pursuant to a Work Authorization; and

WHEREAS, Crain completed the Inspection Services and identified that all three Fire Stations were in need of certain interior and exterior repairs, including but not limited to building repairs, painting and concrete maintenance as identified in Crain’s inspection reports (collectively, the “Repairs”); and

WHEREAS, Section 38-116(3)(b)(12) of the City Code authorizes the procurement of services pursuant to a job order contract, and Section 38-116(3)(b)(10) of the City Code provides authority for the City to acquire or contract for non-real property, goods, or services without utilizing a sealed competitive method or the written quotations method where the desired non-real property, goods, or services are the subject of a competitively procured contract with other state or local governmental entities within the United States; and

WHEREAS, the City is seeking to contract with Shiff Construction and Development, Inc. (“Shiff”) to provide the required Repairs to the Fire Stations (the “Project”), utilizing the terms and pricing of the Sourcewell Invitation for Bids No. FL-092524 and the Indefinite Delivery and Indefinite Quantity Construction Contracts No. FL-R4-GC-092524-SCD (collectively, the “Sourcewell Contract”); and

WHEREAS, staff recommends use of the terms and pricing of the competitively procured Sourcewell Contract and Work Order No. 159632.00 for Fire Station 66, Work Order No. 159530.00 for Fire Station No. 75 and Work Order No.159631.00 for Fire Station No. 4 (collectively, the “Work Orders”) for the Project at the Fire Stations in an amount not to exceed \$212,451.87; and

WHEREAS, staff has confirmed that the Sourcewell Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve an agreement with Shiff for the Project utilizing the terms of the Sourcewell Contract in an amount not to exceed \$212,451.87.

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

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

Section 2. The City Commission hereby approves an Agreement with Shiff for the Project, utilizing the terms and pricing of the Sourcewell Contract in an amount not to exceed \$212,451.87.

Section 3. The City Manager is authorized to execute an Agreement with Shiff, consistent with the terms of the Sourcewell Contract and Work Orders, together with such additional terms as are deemed necessary and acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: FL-R4-GC-092524-SCD

Service Type: General Construction

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Shiff Construction & Development, Inc.**, 180 SW 6th Street, Pompano Beach, FL 33060 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state, and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

- 1) **Term.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the date of the final signature below. The term of this Agreement is two (2) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 10, 2026, unless it is cancelled or extended as defined in this Contract.
 - a) **Extensions.** Sourcewell and Contractor may agree to up to three (3) additional one-year extensions beyond the original two-year term. The total possible length of this Contract will be five (5) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 4. The Contractor's IDIQ construction service type is: General Construction. The Contractor has agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

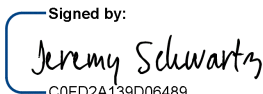
The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

- A. **Normal Working Hours and Performed in Non-Secure Areas:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0800.
- B. **Other Than Normal Working Hours and Performed in Non-Secure Areas:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2000.
- C. **Normal Working Hours and Performed in Secure Areas:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1500.
- D. **Other Than Normal Working Hours and Performed in Secure Areas:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.3500.
- E. **Non-pre-priced Adjustment Factor:** To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.3000.

VI. AUTHORIZED REPRESENTATIVE

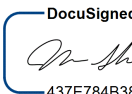
- A. Sourcewell's Authorized Representative is its Chief Procurement Officer.
- B. The Contractor's Authorized Representative is Justen Shiff. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

Signed by:

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/10/2024 | 2:59 PM CST

Shiff Construction & Development, Inc.

DocuSigned by:

By: _____
Justen Shiff
Title: President

Date: 12/10/2024 | 3:06 PM EST



**Indefinite Delivery-Indefinite Quantity Construction Contract
General Terms and Conditions
for
Solicitation: IFB #FL-092524**

I. DEFINITIONS

The following definitions apply to all articles of the Contract and General Terms and Conditions.

A. ADJUSTMENT FACTORS. The Contractor's competitively bid price adjustment to the Unit Prices that are published in the Construction Task Catalog. Adjustment Factors are expressed as an increase to or decrease from the Construction Task Catalog's published prices and may be modified periodically during the term of this Contract, through written amendment.

B. BID SAFE. A proprietary software product of Gordian that offers a secure, online construction procurement process. This software may not be applicable in a particular region or project.

C. CONSTRUCTION TASK CATALOG (CTC). The CTC is Gordian's proprietary comprehensive listing of specific construction-related tasks created and customized for the solicitation under which this Contract was awarded. Each task has an assigned specific unit of measurement and Unit Price using current local labor, material, and equipment costs. The CTC is incorporated by reference into this Contract.

D. CONTRACT DOCUMENTS. The following documents comprise the Contract Documents in the following order of precedence:

1. Participating Entity's Purchase Order which may include plans, drawings, and supplemental technical specifications
2. Standard specifications of the Participating Entity (if any)
3. This Contract, which also includes the General Terms and Conditions
4. Construction Task Catalog
5. Technical Specifications

E. DAYS. Calendar days, unless specifically stated otherwise.

F. DETAILED SCOPE OF WORK. A document created by the Participating Entity, in conjunction with the Gordian and the Contractor, following a Joint Scope Meeting that details the work the Contractor will perform for a particular Purchase Order.

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G. THE GORDIAN GROUP, INC. OR GORDIAN. Sourcewell's designated representative and contract administrator for this Contract. Gordian's support includes preparing Construct Task Catalogs and related technical specifications, providing information management systems, training to contractors, administering fee collection, and assisting with proposal or work order development.

H. HOLIDAYS. Specific days designated as legal holidays of Participating Entity, including those designated holidays under its Project Labor Agreement, and those days that Sourcewell designates as Holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day (December 24), and Christmas Day (December 25); when a holiday falls on a Saturday, the preceding Friday will be observed as a holiday and when it falls on a Sunday, the following Monday will be observed as a holiday.

I. JOINT SCOPE MEETING. The Contractor, Participating Entity representative, and Gordian representative assemble at the Site to discuss the Project and Scope of Work. The Participating Entity will present the Project in detail, with a job site visit by the Contractor, prior to preparing and submitting a Detailed Scope of Work.

J. NON-PRE-PRICED TASK (NPP). A task not included in the Construction Task Catalog, but that is within the general scope and intent of this Contract.

K. PARTICIPATING ENTITY. An entity accessing this Contract in order to accomplish the work with the Contractor. Participating entities include state and local government, education, nonprofit, tribal government, and other public agencies located within the Service Region described in the Contract.

L. PRICE PROPOSAL. The proposed pricing document prepared for the Participating Entity by the Contractor using the Construction Task Catalog, Adjustment Factors, and appropriate quantities.

M. PROJECT. The work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.

N. PROJECT MANAGER. The person or firm designated by a Participating Entity and authorized to represent the Participating Entity in connection with a signed Purchase Order.

O. PROPOSAL PACKAGE. A group of documents and files consisting of the: Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically requested; list of known Subcontractors; construction schedule; back-up for any Non Pre-Priced Tasks; warranty information on special equipment or materials; and or other such documentation as the Participating Entity may require.

P. PURCHASE ORDER. The document establishing the engagement by the Participating Entity to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time. The Purchase Order may consist of a notice to proceed, signed work order, or other Participating Entity required documentation.

Q. PURCHASE ORDER COMPLETION TIME. The period of time set forth in the Purchase Order by which the Contractor must complete the Detailed Scope of Work.

R. PURCHASE ORDER PRICE. The value of the approved Price Proposal and not to exceed price to be paid to the Contractor by the Participating Entity for completing the Detailed Scope of Work within the Purchase Order Completion Time.

S. REQUEST FOR PROPOSAL. The Participating Entity's written request for a contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work. A request for proposal is not a guarantee of work.

T. SITE. The area upon or in which the Contractor performs the Detailed Scope of Work and such other areas adjacent thereto as may be designated by the Participating Entity.

U. SUBCONTRACTOR. Any person, firm, or corporation, other than employees of the Contractor, that contracts with the Contractor or its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

V. SUPPLEMENTAL PURCHASE ORDER. A purchase order issued to add, delete, or change work from an existing related Purchase Order.

W. TECHNICAL SPECIFICATIONS. The comprehensive listing of standards for quality of workmanship and materials, and the standard for the required quality of the work. The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format, and are incorporated into this Contract by reference. All specifications are filed in divisions per CSI guidelines. Except when substitutions are clearly impermissible, all references in the Technical Specifications or the CTC to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the Contractor those items that will be satisfactory.

X. UNIT PRICE. The price published in the Construction Task Catalog for a task.

Y. WORK. The labor, material, equipment, and services necessary or convenient to the completion of Purchase Order(s).

II. PARTICIPATING ENTITY CONTRACT ACCESS

The benefits of this Contract should be available to all Participating Entities that can legally access the Scope of Work of this Contract. Any entity accessing the benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. The Contractor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and that each Participating Entity reserves the right to obtain construction services from any other source.

III. GENERAL CONDITIONS FOR PERFORMING WORK

A. COMPLIANCE.

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1. *Legal and Contractual.* The work will be conducted by the Contractor in strict compliance with this Contract and all applicable federal, state, and local laws, regulations, codes, directives, standards, and specifications; this includes, but is not limited to city building codes, the specific Detailed Scope of Work, and Technical Specifications of a Purchase Order. If the Purchase Order specifies a standard that is different or more stringent than a particular law, code, or regulation, the standard set forth in the Purchase Order will control.
2. *Licenses.* The Contractor must maintain valid and current federal, state, and local licenses, bonds, and permits required for the operation of the business that the Contractor conducts with Sourcewell and Participating Entities. The Contractor will keep these documents properly posted at the Site at all times during the performance of the work.
3. *Permits and Filings.* The Contractor will make the necessary arrangements for and obtain all filings and permits required for the work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the city, state or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor will be treated as a reimbursable task to be paid a mark-up of 10%. The Contractor will submit a copy of the receipt for payment of such fees. The 10% mark-up will cover all costs over and above the filing and permit fees, including expeditor fees.

B. PUBLIC FACILITIES, IDENTIFICATION, AND SECURITY REQUIREMENTS. The Contractor's employees may be required to perform work at government-owned facilities, including schools. The Contractor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with the applicable Participating Entity's policies and procedures, and all applicable laws. The Contractor will comply with all identification and security requirements that the Participating Entity may establish.

In the event the Contractor is required to work within a secured facility where labor, material, and equipment must be inspected to pass through a secured perimeter, and all work must be constantly monitored by facility personnel (such as a department of corrections prison) the Contractor will be paid for the labor time lost as a result of such perimeter inspection, as well as any loss of time resulting from a temporary shutdown of the work site required by the facility (such as a temporary shutdown to move prisoners).

C. CONTRACTOR RECORDS AND REPORTS. The Contractor will maintain accurate and complete records, files and libraries of documents to demonstrate compliance with federal, state, and local regulations, codes, applicable laws listed herein; including manufacturers' instructions and recommendations which are necessary and related to the work to be performed.

The Contractor will prepare and submit required reports, maintain current record drawings, and submit required information to Gordian and/or the Participating Entity, as applicable. The Contractor will provide: materials lists that include trade names and brand names, and model materials lists that include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Purchase Order. Upon full payment for the Project, the documents created by Contractor for the Participating Entity that are specific to

the Project will become the property of the Participating Entity; including all applicable intellectual property rights.

D. **GORDIAN IQCC SYSTEM.** Gordian's proprietary IQCC system includes Gordian's proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License.

IQCC System License

Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary IQCC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and the Participating Entities under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the

prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Participating Entity, this IQCC System License will take precedence.

E. REVIEW OF FIELD CONDITIONS. Before submitting a Price Proposal, the Contractor must: carefully study the Detailed Scope of Work, as well as the information furnished by the Participating Entity; take field measurements of any existing conditions related to the work; and observe any conditions at the Site affecting the Price Proposal. Any design errors or omissions, other errors, inconsistencies, or omissions discovered by the Contractor must be reported promptly to the Project Manager. It is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor must be reported promptly to the Project Manager.

F. PERSONNEL. The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the work. During the performance of the work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

G. SUPERVISION. The Contractor must enforce strict discipline and good order among the Contractor's employees and other persons carrying out the work. The Contractor will supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor will evaluate the Site safety thereof and, except as stated below, will be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor will give timely written notice to the Project Manager and will not proceed with that portion of the work without further written instructions from the Project Manager.

The Contractor will be responsible to the Participating Entity for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor will be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive subsequent work.

H. WORKMANSHIP AND QUALITY. The Contractor may make substitutions only with the written consent of the Project Manager. The Contractor will not permit employment of unfit persons or persons not skilled in the portions of the work assigned to them.

I. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

1. Shop drawings, product data, samples, and similar submittals are not considered as Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals that are not required by the Contract Documents may be returned by the Project Manager without action.
2. The Contractor must review for compliance with the Contract Documents, approve and submit to the Project Manager shop drawings, product data, samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of the Participating Entity or of separate contractors. Submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Project Manager without action.
3. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that it has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.
4. The Contractor must perform no portion of the work for which the Contract Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Project Manager.
5. The work will be performed in accordance with approved submittals except that the Contractor will not be relieved of responsibility for deviations from requirements of the Contract Documents by the Project Manager's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Project Manager in writing of such deviation at the time of submittal and a) the Project Manager has given written approval to the specific deviation as a minor change in the work, or b) a Supplemental Purchase Order or written notice has been issued authorizing the deviation. The Contractor will not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Project Manager's approval thereof.
6. The Contractor will direct specific attention, in writing or on resubmitted in shop drawings, product data, samples or similar submittals, to revisions other than those requested by the Project Manager on previous submittals. In the absence of such written notice the Project Manager's approval of a resubmission will not apply to such revisions.

7. All costs for normal submittal information (shop drawings, cut sheets, performance information, installation or erection drawings, etc.) are included in the CTC line item costs.
8. The Contractor will not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically requested by the Participating Entity and required by the Detailed Scope of Work; or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures, and such services are approved by the Participating Entity. The Contractor will not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Participating Entity will specify all performance and design criteria that such services must satisfy, and the costs associated with such services will be represented by including the appropriate tasks from the CTC. The Contractor will cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, will bear such professional's written approval when submitted to the Project Manager. The Participating Entity will be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Participating Entity has specified to the Contractor all performance and design criteria that such services must satisfy. The Project Manager will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor will not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work. The Participating Entity will have the right to provide, or designate a representative to provide, any architectural or engineering services necessary for completion of the Work.

J. CUTTING AND PATCHING.

1. The Contractor will be responsible for cutting, fitting, or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.
2. The Contractor will not damage or endanger a portion of the work, or fully or partially completed construction of the Participating Entity or separate contractors, by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor will not cut or otherwise alter such construction by the Participating Entity or a separate contractor except with written consent of the Participating Entity and of such separate contractor. The Contractor will not unreasonably withhold from the Participating Entity or a separate contractor the Contractor's consent to cutting or otherwise altering the work.

K. CLEAN UP.

1. The Contractor will keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Purchase Order. At completion of the work, the Contractor will remove from and about the Site all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
2. If the Contractor fails to clean up, the Participating Entity may do so, and the cost thereof will be charged to the Contractor.

L. ACCESS TO THE WORK. The Contractor will provide the Project Manager access to the work at all times.

M. SUBCONTRACTORS.

1. The Contractor, as soon as practicable after award of the Purchase Order, will furnish in writing to the Project Manager the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the work. The Project Manager will promptly reply to the Contractor in writing stating whether or not, after due investigation, the Contractor has reasonable objection to any such proposed person or entity. Failure of the Project Manager to reply promptly will constitute notice of no reasonable objection.
2. The Contractor will not subcontract with a proposed person or entity with whom the Participating Entity or Project Manager has made reasonable and timely objection. Similarly, the Contractor will not be required to subcontract with anyone with whom the Contractor has made reasonable objection.
3. If the Participating Entity or Project Manager has reasonable objection to a subcontractor proposed by the Contractor, the Contractor will propose another to whom the Participating Entity or Project Manager has no reasonable objection.

N. COORDINATION WITH OTHER CONTRACTORS.

1. The Participating Entity reserves the right to perform construction or operations related to the Purchase Order with the Participating Entity's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.
2. The Participating Entity will provide for coordination of the activities of the Participating Entity's own forces and of each separate contractor with the work of the Contractor, who will cooperate with them. The Contractor will participate with other separate contractors and the Participating Entity in reviewing their construction schedules when directed to do so. The Contractor will make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules will then constitute the schedules to be used by the Contractor, separate contractors, and the Participating Entity until subsequently revised.

O. PROPRIETARY RIGHTS, PATENT AND COPYRIGHT INFRINGEMENT.

1. Contractor will defend any action or proceeding brought against Sourcewell or any Participating Entity based on any assertion or claim that the Work, or any part thereof, or the operation thereof or use of the Work or any part thereof, constitutes infringement of any third party proprietary rights, trademark, patent or copyright, now or hereafter issued "Proprietary Rights." Contractor will defend, indemnify and hold harmless Sourcewell or any Participating Entity from and against all damages and costs, including attorney's fees, awarded against Sourcewell or Participating Entity or Contractor in any such action or proceeding. Contractor further agrees to keep Sourcewell and any Participating Entity informed of all developments in the defense of such actions or proceedings.
2. In the event a Participating Entity is enjoined from the completion of the Work, or any part thereof in connection with any claim of infringed proprietary rights, Contractor will at its sole expense take reasonable steps to procure the right or license to operate or use the Work. If Contractor cannot so procure the aforesaid right within a reasonable time, Contractor will then, promptly at Contractor's option and Contractor's expense and in consultation with the Participating Entity, (a) modify the Work so to avoid infringement of any Proprietary Rights; or (b) replace said Work with Work that does not infringe or violate any such Proprietary Rights.
3. Sections 1 and 2 above will not be applicable to any action or proceeding based on infringement or violation of a Proprietary Right (a) relating solely to a particular process or the product of a particular manufacturer specified by the Participating Entity and such processes or products are something other than that which has been offered or recommended by Contractor to the Participating Entity; or (b) arising from modifications to the Work by the Participating Entity or its agents after acceptance of the Work.

P. REQUESTS OF EXTENSION OF TIME.

1. The Purchase Order Completion Time will be extended for such reasonable time as the Project Manager may determine, if the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by:
 - An act or neglect of the Participating Entity or its Project Manager, their employees, or agents
 - A separate contractor employed by the Participating Entity
 - Changes ordered in the work by the Participating Entity
 - Labor disputes or civil unrest
 - Fire
 - Unusual delay in deliveries
 - Unavoidable casualties or other causes beyond the Contractor's control
 - Other causes for which the Project Manager may determine justify a delay
2. The Contractor will not make any claim for damages for the delay in the performance of any Purchase Order occasioned by any act or omission of the Participating Entity,

Project Manager, or any of their representatives; and agrees that any such claim will be fully compensated for by an extension of time as provided herein.

Q. PARTIAL OCCUPANCY OF TIME.

1. The Participating Entity may occupy or use any completed or partially completed portion of the work at any stage when it is consented to by the authorized public authorities having jurisdiction over the work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Participating Entity and the Contractor agree in writing to the conditions of such use, including payment and any other required terms. Consent of the Contractor to partial occupancy or use will not be unreasonably withheld.
2. Immediately prior to such partial occupancy or use, the Participating Entity, the Contractor and Project Manager will jointly inspect the area to be occupied or portion of the work to be used in order to determine and record the condition of the work.
3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the work will not constitute acceptance of work that does not comply with the requirements of the Contract Documents.

R. PROTECTION OF PERSONS AND PROPERTY. The Contractor must take reasonable precautions for safety of, and will provide reasonable protection to prevent damage, injury, or loss to:

1. Employees on the work and other persons who may be affected thereby;
2. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
3. Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor will erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Participating Entity and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor will exercise

utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor will promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Participating Entity or Project Manager or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor will designate a responsible member of the Contractor's organization at the Site whose duty will be the prevention of accidents. This person will be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Project Manager.

The Contractor will not permit any part of the construction or Site to be loaded in a manner that endangers safety.

S. HAZARDOUS MATERIALS.

1. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor will, upon recognizing the condition, immediately stop the work in the affected area and report the condition to the Project Manager in writing.
2. The Participating Entity will obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Participating Entity will furnish in writing to the Contractor and Project Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor and the Project Manager will promptly reply to the Participating Entity in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Participating Entity. If either the Contractor or Project Manager has an objection to a person or entity proposed by the Participating Entity, the Participating Entity will propose another to whom the Contractor and the Project Manager have no reasonable objection. When the material or substance has been rendered harmless, the work in the affected area will resume upon written agreement of the Participating Entity and Contractor. The Purchase Order Completion Time will be extended appropriately.

3. The Participating Entity will not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

T. TESTS AND INSPECTIONS.

1. Tests, inspections and approvals of portions of the work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction will be made at an appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Participating Entity, or with the appropriate public authority. The Contractor will give the Project Manager timely notice of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures.
2. If the Project Manager, Participating Entity, or public authorities having jurisdiction determine that portions of the work require, through no fault of the Contractor, additional testing, inspection or approval, the Project Manager will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Participating Entity, and the Contractor will give timely notice to the Project Manager of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures. Such costs will be at the Participating Entity's expense.
3. If such procedures for testing, inspection or approval reveal failure of the portions of the work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Project Manager's services and expenses will be at the Contractor's expense.
4. Required certificates of testing, inspection or approval will, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Project Manager.
5. If the Project Manager is to observe tests, inspections or approvals required by the Contract Documents, the Project Manager will do so promptly and, where practicable, at the normal place of testing.
6. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the work.

U. PARTICIPATING ENTITY'S RIGHT TO STOP WORK AND COMPLETE WORK. A Participating Entity may order the Contractor to stop the work on any Purchase Order, or any portion thereof, at any time for any reason. If the Contractor has been ordered to stop the work, the Participating Entity may, without prejudice to other remedies, have the work completed by any available means.

V. SURVIVAL OF WORK. Any Purchase Order issued prior to the expiration of this Contract may survive after the expiration of this Contract. This means work may continue to be performed, payments may be made, and the guarantee period may continue.

W. WARRANTY. All work furnished under this Contract will be guaranteed against defective materials and workmanship, improper performance, and non-compliance with the Contract Documents for a period of one year after final acceptance of the work (Warranty Period); except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

During the Warranty Period, the Contractor will repair and replace at Contractor's own expense, all work that may develop defects whether such defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material that is repaired or replaced will have the Warranty period extended for a period of one year from the date of the last repair or replacement.

If the Contractor fails to repair, replace, rebuild, or restore such defective or damaged work promptly after receiving such notice, the Participating Entity will have the right to have the work done by others and to deduct the cost thereof from the monies owed to the Contractor. If the amount owed is insufficient to cover such costs, the Contractor will be liable to pay such deficiency on demand. The Project Manager's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work when performed by one other than the Contractor will be binding and conclusive as the amount thereof upon the Contractor.

The Contractor must obtain all manufacturer's warranties and guarantees of all equipment and materials required by this Contract in the name of the Participating Entity.

IV. SCOPE AND PROCEDURE FOR ORDERING WORK

A. REGION. The Contractor will primarily perform work in the Region designated at the top of this Contract. However, if the parties agree, the Contractor may work in another area using its awarded Adjustment Factors and appropriate Construction Task Catalog. If a contractor does not have a contract for the area work in which the work is to be performed, but maintains more than one contract with Sourcewell, it will use the contract that results in the lowest price for the Participating Entity.

B. SCOPE. Work will be offered to the Contractor only through an authorized Purchase Order issued in accordance with this Contract. Purchase Orders will contain the Detailed Scope of Work required for the Contractor to complete the Project for a Participating Entity. The Contractor will provide all pricing, management, incidental drawings, shop drawings, samples, documents, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Purchase Order. The Contractor will also be responsible for Site safety as well as Site preparation and cleanup during and after construction.

The Contractor is not guaranteed to receive a Purchase Order under this Contract.

C. CONTRACTOR SELECTION METHODOLOGY. After the Participating Entity has developed a draft Scope of Work, it will select a contractor using one of the following methods:

1. *Directly Selecting a Contractor*. Depending upon the procurement requirements of the Participating Entity, it may choose to directly select an available Sourcwell-contracted contractor, or
2. *Use of BidSafe to Select Contractor*. When available for the Project, the Participating Entity may use Gordian's BidSafe to issue a Request for Quotation to two or more contractors in order to determine the award of a Purchase Order. The use of BidSafe will be subject to Gordian's BidSafe requirements.

D. PURCHASE ORDER COMPLETION PROCESS. Upon selection of a contractor as described in Section C. above, the Participating Entity and Gordian will work with the Contractor to complete the following:

1. **JOINT SCOPING MEETING**. The Contractor will attend the Joint Scope Meeting with the Participating Entity and Gordian to discuss, at a minimum:
 - a. The general Scope of Work
 - b. Alternatives for performing the work and value engineering
 - c. Access to the Site and protocol for admission
 - d. Hours of operation
 - e. Staging area
 - f. Requirements for professional services, sketches, drawings, and specifications
 - g. Construction schedule
 - h. Requirement for bonding
 - i. The presence of hazardous materials
 - j. Date on which the Proposal Package is due
2. **DETAILED SCOPE OF WORK**. Upon completion of the joint scoping meeting, Gordian, the Participating Entity, and the Contractor will work together to create a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Detailed Scope of Work will be the basis on which the Contractor will develop its Proposal Package. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
3. **REQUEST FOR PROPOSALS**. Upon completion of the Detailed Scope of Work, the Participating Entity will issue a Request for Proposal to the Contractor. The Contractor will use Gordian's IQCC System to prepare its Price Proposal.
4. **PROPOSAL PACKAGE CONTENTS**. Upon issuance of the Participating Entity's Request for Proposal, the Contractor will create a Proposal Package that includes:
 - a. **Price Proposal**: The Price Proposal will be based on the following:
 - 1) *Pre-Priced Tasks*: Pre-Priced tasks described, and for which a Unit Price is set forth, in the CTC. The Contractor will identify the Task and the quantities required.
 - 2) *Non-Pre-Priced Tasks*: A Non Pre-priced Task is a task that is not in the CTC.

a) For Non Pre-Priced Work Performed with the Contractor's Own Forces: The Contractor will submit three independent quotes for all materials to be installed and will provide a breakdown of the labor and equipment costs.

The final price submitted for Non Pre-Priced Tasks will be according to the following formula, and each Non Pre-Priced Task must be supported with the necessary back-up documents including the calculation below:

- i. The hourly rate for each trade classification not in the CTC multiplied by the quantity.
- ii. The rate for each piece of Equipment not in the CTC multiplied by the quantity.
- iii. Lowest of three independent quotes for all materials.

Total Cost for Non-Pre-Priced Tasks performed by contractor's own forces = (i + ii + iii) x Non-Pre-Priced Adjustment Factor.

b) For Non-Pre-Priced Work performed through a Subcontractor: The Contractor must submit three independent bids from Subcontractors. The Contractor may not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use during the Project. The Participating Entity may require additional quotes and bids if the suppliers or Subcontractors are not acceptable or if the prices are not determined to be reasonable. If the Contractor cannot obtain three quotes or bids, the Contractor will provide this information in writing to the Sourcewell Participating Entity for review and approval.

The final price submitted for Non Pre-Priced Work performed through a Subcontractor will be the lowest of three Subcontractor quotes.

The Total Cost for Non-Pre-priced Tasks performed by Subcontractors = Lowest of Three Subcontractor Quotes X Non-Pre-Priced Task Adjustment Factor.

At the discretion of Gordian, Non-Pre-Priced Tasks, as well as other Tasks, may be added to the CTC during the course of the Contract. Unit prices will be established based on actual quotes from material suppliers and installers and fixed as a permanent Pre-priced Task in the CTC.

Gordian's determination as to whether an item is a Pre-Priced Task or a Non-Pre-Priced Task will be final, binding and conclusive as to the Contractor.

The means and methods of construction will be such as the Contractor may choose; subject however, to the Participating Entity's right to reject means and methods proposed by the Contractor that: Will not produce finished work in accordance with the terms of the Contract; or

Unnecessarily increases the price of the Purchase Order when alternative means and methods are available.

- 3) *Additional Costs*. In the event the Contractor is required to work within a secured facility, such as a prison, the Contractor will be paid for the labor time lost as a result of such perimeter inspection, as well as any loss of time resulting from a temporary shut down of the work site required by the facility, such as a temporary shut down to move prisoners.

The value of the Price Proposal will be calculated by summing the total of the calculations for each Pre-Priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-Priced Tasks.

- b. Incidental drawings, sketches, or specification information,
- c. Quantity take-offs supporting all material quantities,
- d. Catalog cuts providing information on materials or products, as specifically requested,
- e. The list of known Subcontractors,
- f. Construction schedule,
- g. Back-up data for any Non-Pre-Priced Tasks (identified above),
- h. Warranty information on special equipment or materials, and
- i. Other such documentation as the Participating Entity may require.

By submitting a Price Proposal to the Participating Entity, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price it submits. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Participating Entity. However, when trade jurisdiction rules or small quantities, the cost of a minor task in the Price Proposal is less than the cost of the actual labor and material to perform such task, the Participating Entity may permit the Contractor to be paid for such task as a Non-Prepriced Task, or use Prepriced labor tasks and material component pricing to cover the actual costs incurred. Provided that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$5,000.

E. WAGE RATES AND GOALS REQUIRED BY LAW. If other wage rates are required by law (such as prevailing wage), the Contractor must pay such wages to all workers in accordance with the applicable laws. If the Work is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.

The wage rates used in the CTC were the prevailing wage rates, if any, in effect at the time the IFB was issued. If prevailing wage rates are revised prior to completion of the Project, the revised rate will apply to this Contract from the effective date of such revision; however, such revision will not entitle Contractor to any increased compensation under the terms of the Contract.

The Contractor must meet any goals or requirements established by the Participating Entity ordering the work, and/or satisfy the intent of said goals or requirements, with regard to small,

local, minority, women, veteran or disadvantaged business enterprises. Additional participation goals may be incorporated into the detailed scope of work.

F. TIME FOR SUBMITTAL OF THE PROPOSAL PACKAGE.

1. The Proposal Package will be submitted by the date indicated on the Request for Proposal. All incomplete Proposal Packages will be rejected. The time allowed for preparation of the Proposal Package will depend on the complexity and urgency of the Project but should average between seven and 14 days. On complex Projects, such as those requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
2. In emergency situations and for Projects requiring immediate completion, the Proposal Package may be required quickly and the due date will be so indicated on the Request for Proposal or, the Contractor may begin work immediately, with the paperwork to follow.
3. If the Contractor fails to meet the deadline for submittal of the Proposal Package, this may be reason to suspend issuance of this particular Purchase Order.
4. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Proposal Package, the request must be submitted so that the submittal of the Proposal Package is not delayed.

G. REVIEW OF THE PROPOSAL PACKAGE.

1. Gordian and/or the Participating Entity will evaluate the Price Proposal by evaluating the nature and number of Tasks proposed against the agreed upon Detail Scope of Work and will determine the reasonableness of approach. Furthermore Gordian or the Participating Entity may compare the Price Proposal to the cost estimate for the Detailed Scope of Work. Gordian or the Participating Entity reserves the right to reject a Price Proposal based on unjustifiable/unsupported (with take off details) quantities and/or Tasks, schedule, inadequate documentation, or for any other reason.
2. If Gordian and/or the Participating Entity finds any part of the Price Proposal unacceptable, Gordian or the Participating Entity may request the Contractor to re-submit its Price Proposal or cancel the Project. The Contractor is expected to submit correct Price Proposals the first time. Adjustments to the Price Proposal may occasionally need to be made after review by Gordian and the Participating Entity. In that event, Gordian may permit the Contractor to submit the first Price Proposal and a second Price Proposal for each Purchase Order.
3. Additionally, Gordian and/or the Sourcewell Participating Entity will evaluate all other components of the Proposal Package and may request revisions thereto.
4. Requested revisions to any and all of the Proposal Package components should be made by the Contractor and resubmitted in no more than three working days. If after the

second review by Gordian and/or the Participating Entity, Gordian and/or the Participating Entity finds requested revisions to the Proposal Package that were not made, this may be reason to suspend that particular Purchase Order.

5. Failure by the Contractor to submit Proposal Packages, and revisions thereto, in a timely manner (within time frames described above) is grounds for suspension of all future Purchase Orders.
6. The Participating Entity reserves the right to obtain Price Proposals from any or all of the contractors awarded an IQC contract.
7. If the Contractor continues to submit Price Proposals that are rejected by Gordian, Sourcewell may declare the Contractor in default and initiate termination of the Contract.

H. DELIVERY OF THE PROPOSAL PACKAGE. After Gordian reaches an agreement with the Contractor on the Proposal Package and any requested revision thereto, if applicable, Gordian will assemble and deliver the Proposal Package for the Participating Entity's consideration.

If the Contractor submits a Proposal Package with inaccurate Adjustment Factors, the Contractor waives all rights to any further compensation above the Purchase Order Price submitted in the Proposal Package.

The Contractor cannot delay submission of the Proposal Package past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor must use the Adjustment Factors that would have been in effect without the delay.

I. REVIEW OF THE PROPOSAL PACKAGE BY THE PARTICIPATING ENTITY AND ISSUANCE OF PURCHASE ORDER.

1. The Participating Entity will evaluate the entire Proposal Package.
2. The Participating Entity may reject a Proposal Package for any reason.
3. The Participating Entity may request changes to or clarifications of any part of the Proposal Package. A Participating Entity may also require a certificate of insurance or labor, material payment, or performance bonds. The Contractor and Gordian will work together to make any requested revisions in a timely manner and resubmit a revised Proposal Package.
4. Upon approval of the Proposal Package by the Participating Entity, the Participating Entity may issue a signed Purchase Order, Notice of Award, or similar document accepting the Contractor's offer. The document will include:
 - a) Reference to the Detail Scope of Work
 - b) The Purchase Order Price
 - c) Start date, Purchase Order Completion Time (duration) and completion date
 - d) Whether liquidated damages will apply

5. Once the Contractor accepts the Purchase Order, the Contractor may not refuse to perform the work. Such actions may be grounds for termination of this Contract or other disciplinary action at the option of Sourcewell.
6. If performance and payment bonding is required, or if a separate and/or special insurance certificate is required, the Contractor will deliver such requirement to the Participating Entity within 10 days of notification of the requirement.
7. Within two business days of receipt of a Purchase Order from an Agency, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.
8. Within two business days of receiving initial payment from an Agency, the Contractor must provide notification to Gordian of the initial payment by forwarding a copy of the submitted invoice to Gordian.

J. CHANGES TO THE SCOPE OF WORK.

1. The Participating Entity reserves the right to make, in writing, at any time during the work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. Such changes, deletions, or additions will not invalidate the Contract or the Purchase Order nor release the surety, if any, and the Contractor agrees to perform the work as altered.
2. All changes, deletions, and additions to the Detailed Scope of Work will be reflected in a Supplemental Purchase Order developed and priced in accordance with the procedure for developing and approving all Price Proposals.

K. PUNCH LIST COMPLETION.

1. The Contractor understands and agrees that time is of the essence in closing out the work of each Purchase Order under this Contract. Upon Substantial Completion of the work, the Punch List will be transmitted to the Contractor from the Participating Entity. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.
2. Failure of the Contractor or its Subcontractors to begin the Punch List Work within three business days after receipt of the Punch List will be construed as failure to prosecute the work of the Contract.
3. Punch List Work will be continuously prosecuted once begun and completed within 30 Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages as identified in by the Participating Entity's Purchase Order will apply.

L. BONDS: PAYMENT AND PERFORMANCE OR MATERIAL AND WORKMANSHIP. If required by the Participating Entity for a particular Purchase Order, the Contractor will deliver a Labor and

Material Payment Bond and a Performance Bond in the amount of such Purchase Order. If required by the Participating Entity for a particular Purchase Order, the Contractor will deliver Material and Workmanship Bonds in the amount required by the Participating Entity. The bonds must be in a form, and executed by a surety, acceptable to the Participating Entity. The bonds must be received before the Notice to Proceed will be issued. The Contractor will be compensated for the cost of the bonds up to 2% of the Work Order Price through the Reimbursable Fee work task in the Construction Task Catalog. The Contractor will apply a 1.1000 Adjustment Factor to the Reimbursable Fee work task rather than applying the Contractor's competitively bid Adjustment Factor.

M. TERMINATION OF ORDERS. Participating Entities may terminate a Purchase Order, in whole or in part, immediately upon notice to the Contractor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the work
2. Federal or state laws or regulations prohibit the work
3. The Contractor commits any material breach of this Contract or Purchase Order

N. PURCHASE ORDER GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's Purchase Order will be determined by the Participating Entity.

V. ADJUSTMENT FACTORS AND PAYMENTS

A. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS. When applicable, the Contractor will be responsible for paying prevailing wages to all workers in accordance with the applicable laws; and the wage rates in the CTC will be the prevailing wage rates. If the state in which the work is located revises its prevailing rate of hourly wages prior to completion of the Project, the revised rates will apply to this Contract from the effective date of the revision; however, any such revision will not entitle the Contractor to any increased compensation under the terms of this Contract.

If other wage rates are required by law, the Contractor must pay those wages to all workers in accordance with the applicable laws. If the Purchase Order is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.

B. CONSTRUCTION TASK CATALOG (CTC) UPDATE. Prior to the annual update of the Construction Task Catalog, Gordian must submit a request in written format by completing the Price and Product Change Request Form and signed by an authorized Gordian representative. A complete restatement of pricing must be submitted to Sourcewell in which all changes are subject to review and approval by Sourcewell. The CTC issued with this Solicitation will be in effect for the first year of the Contract, then it will be automatically updated in eGordian annually on the anniversary date of this Contract. The updated CTC will only apply to Work Orders issued after the annual renewal anniversary, and will have no impact on Work Orders issued prior to its update.

C. MATERIAL PRICE SPIKE ADJUSTMENT. A “major spike” in material price is defined as a spike in a specific material cost of more than 25% above the cost of that material on the date the CTC was issued.

1. In the event a major spike occurs in a specific material cost, Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, Contractor must:
 - a. Identify the specific material that has experienced a major spike;
 - b. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike; and,
 - c. Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.
2. The Participating Entity, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a Non-Pre-Priced item. The adjustment will be for the difference between the material cost at the time the CTC was issued multiplied by the quantity stated in the Job Order. The adjustment will not include any other markup, and the Non-Pre-Priced adjustment factor will not apply.
3. Participating Entity, at its option, may also determine that a drastic decrease in a material cost warrants the same Non-Pre-Priced adjustment downward in the Unit Price or a Job Order.

D. PARTIAL PAYMENTS.

1. The Contractor may submit a monthly Application for Payment for Work completed to date. The Contractor will submit Certified Payroll Records, and such other supporting documentation as may be required by the Project Manager. The Contractor may be required to submit Certified Payroll Records online. The Project Manager will inspect the work within a reasonable time and the Participating Entity will make partial payments to the Contractor based on the approved value of completed work.
2. As permitted by the law or policy of the Participating Entity, the Participating Entity may withhold retainage per purchase order until completion of the Project.
3. The Contractor must promptly pay each Subcontractor, upon receipt of payment from the Participating Entity, out of the amount paid to the Contractor on account of such Subcontractor’s portion of the work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor’s portion of the work. The Contractor will, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its sub-Subcontractors in a similar manner.

E. FINAL PAYMENTS.

1. The Contractor will notify the Project Manager when the Detailed Scope of Work is complete and ready for final inspection. The Project Manager will promptly make such inspection. If the Project Manager finds the Detailed Scope of Work complete and all final documentation submitted, the Project Manager will notify the Contractor that a final Application for Payment may be submitted.
2. The Contractor may then submit a final Application for Payment. The Contractor will submit Certified Payroll Records and such supporting documentation as may be required by the Project Manager. The Participating Entity will make final payment to the Contractor.
3. Acceptance of final payment by the Contractor, a Subcontractor or material supplier will constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

VI. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. The Contractor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell and Gordian if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell, Gordian, and Participating Entity inquiries; and
- Business reviews with Sourcewell, Gordian, and Participating Entities, if applicable.

B. BUSINESS REVIEWS. The Contractor must perform a minimum of one business review with Sourcewell and Gordian per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

VII. CONTRACT ACTIVITY REPORT AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT ACTIVITY REPORT. The Contractor must report contract activity within eGordian and complete all required fields.

The Report must contain the following fields related to Purchase Orders received from Participating Entities:

- Participating Entity Name,
- Participating Entity's Complete Address,
- Sourcewell Assigned Participating Entity Number,
- Brief Description of the work,
- Transaction Date,
- Total Sales Amount, and
- Applicable Sourcewell Contract Number.

B. **ADMINISTRATIVE FEE.** The Contractor must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian. If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 7.50% administrative fee. Unless otherwise agreed with Gordian, Contractor shall make progress payments for the administrative fee in proportion to the percentage of construction completed to be invoiced at milestones reasonably established by Gordian. Contractor shall pay all Gordian invoices within thirty (30) days of date of invoice and payment will be sent as specified by Gordian. Administrative Fees not paid by the specified deadline shall bear an interest rate of 1.5% per month until paid.

The Contractor shall keep Gordian reasonably informed of the construction status of each active construction project, which shall include responding to Gordian inquiries regarding construction status within 5 days. Additionally, the Contractor shall:

- Within two business days of receipt of a Purchase Order from an Agency, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.
- Within two business days of receiving initial payment from an Agency, the Contractor must provide notification to Gordian of the initial payment by forwarding a copy of the submitted invoice to Gordian.

Sourcewell designates Gordian as its contract administrator. The Administrative Fee payments must be made payable to The Gordian Group and sent to the following address:

**The Gordian Group, Inc.
PO Box 74008498
Chicago, IL 60674-8498**

In order to audit this section, Sourcewell or Gordian may request records from the Contractor for all work performed under this Contract. If a discrepancy exists between the actual activity and the Administrative Fees paid, Gordian will provide written notification to the Contractor of the discrepancy and allow the Contractor 10 days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of Sourcewell or Gordian, Sourcewell or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records. In the event the Contractor is found not to be in compliance with this Contract, the Contractor will reimburse Sourcewell or Gordian for the cost and expense related to such audit.

In the event the Contractor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any bid or proposal submitted by the Contractor to a Sourcewell or a Participating Entity. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

C. **TAXES.** The Contractor will pay all sales, consumer, use and other similar taxes required by law for which a valid exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services, or other items purchased in connection with a

Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefore. Should Gordian, or any applicable tax authority, conclude that any sales and/or use tax shall be imposed on any part of the of the transactions contemplated herein, said tax shall be collected from the Job Order Contractor, in addition to the fees set forth herein, and remitted by Gordian.

VIII. ADDITIONAL TERMS

A. SURVIVAL OF TERMS. The following Articles of these General Terms and Conditions survive the expiration or cancellation of this Contract: III. A, C, O, V, and W; IX; XIII; and XV.

B. ASSIGNMENT. Neither the Contractor nor Sourcewell may assign or transfer any rights, interest, or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement.

C. AMENDMENTS. Any amendment of, including extension to, this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

G. SEVERABILITY. If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

H. GRATUITIES. As it relates to this Contract, or any of the Contractor's efforts to secure this Contract or any of the work that may be offered or assigned hereunder, the Contractor is prohibited from offering or giving gratuities or favors, of any form, to Sourcewell, Gordian, or Participating Entities, including any of their representatives or agents.

Sourcewell may immediately cancel this Contract and notify proper authorities in the event Sourcewell determines that the Contractor or any of its agents offered or gave gratuities or favors of any form, including but not limited to: entertainment, gifts, cash, promise or forgiveness, or any other form of gratuity or favor to any employee or agent of Sourcewell, Gordian, or the Participating Entity.

IX. LIABILITY

The Contractor must indemnify, save, and hold Sourcewell, Gordian, and Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Contractor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the work performed and any products provided under this Contract to the extent the work has been used according to its specifications and Project.

X. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Contractor relevant to this Contract for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. The Contractor must provide verifiable documentation and tracking in a timely manner.

XI. GOVERNMENT DATA PRACTICES

The Contractor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell or Gordian under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract.

XII. MARKETING

A. MARKETING. The Contractor must adhere to the following when preparing marketing materials and web sites, and in the use of trademarks and service marks:

1. The Contractor will include the Sourcewell logo and website address on all marketing materials and web sites that mention this Contract or have any relation to this Contract.
2. The Contractor will include Gordian's logo, and website address (www.Gordian.com) on all marketing materials and web sites that mention this Contract.
3. The Contractor is authorized to use Sourcewell's and Gordian's names, logos, trademarks, service marks and other provided materials solely for the presentation and promotion of the availability and use of this Contract to Participating Entities.
4. All publicity and marketing materials must be coordinated with and approved by Sourcewell.
5. The Contractor must not claim that Sourcewell or Gordian endorses its work or services.
6. The Contractor must avoid all conflicts of interest with the promotion of this Contract to any Participating Entity.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract, between the Contractor and Sourcewell, will be governed by Minnesota substantive and procedural law. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

For any action or claim between the Participating Entity and the Contractor, the governing law and venue will be determined by the Participating Entity accessing this Contract.

XIV. FORCE MAJEURE

Neither party will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party delaying or defaulting under this provision must provide the other party prompt written notice of the delay or default.

XV. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then the parties will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

XVI. PERFORMANCE, DEFAULT AND REMEDIES, AND LIQUIDATED DAMAGES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues. The resolution process is as follows:

1. *Notification*. The Parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, the Parties will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of the Parties.
2. *Escalation*. If Parties are unable to resolve the issue in a timely manner, as specified above, the Parties may escalate the resolution of the issue to a higher level of management within their organization. The Contractor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Contractor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Contractor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Contractor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity Purchase Order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate this Contract or any portion thereof, including any orders issued against the Contract.

C. LIQUIDATED DAMAGES. The Participating Entity may assess liquidated damages for each day after the Purchase Order Completion Time in the Detailed Scope of Work is not complete. It is understood and agreed by and between the Contractor, Sourcewell, and the Participating Entity, that time is of the essence in all matters relating to Liquidated Damages.

The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

XVII. INSURANCE

A. REQUIREMENTS. At its own expense, the Contractor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State where the Project is located. Participating Entities must follow their own laws and practices regarding insurance requirements; and may require additional coverage or limits. Each policy must have an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability*. Workers' Compensation: As required by any applicable law or regulation in the state in which the Project is located.
Employer's Liability Insurance must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance*. The Contractor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (ISO) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, the Contractor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must comply with the motor vehicle laws of the state in which the Project is located and apply to the use in connection with the work in the Contract Documents. The terms must be no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$2,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, the Contractor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *All Risk and Builders Risk Insurance.* Where specifically required in the Detailed Scope of Work, the Contractor will provide, before the Purchase Order is issued, Builders' Risk Insurance in an amount at least equal to the Purchase Order Price in a form and by a carrier acceptable to the Participating Entity. The cost of such Builders Risk Policy will be reimbursed to the Contractor as a reimbursable task.

6. *Pollution Liability Insurance.* If a Project involves asbestos abatement encapsulation or other activities involving hazardous materials, the Contractor, Subcontractor or other party responsible for such work will procure and maintain a liability insurance policy issued to and covering the liability, of the Contractor, Subcontractor or other party engaged in the removal, or handling of hazardous materials, for bodily injury, illness, sickness or property damage caused by exposure.

Minimum Limits:

\$2,000,000 per occurrence

\$2,000,000 aggregate.

The cost of Pollution Liability Insurance is included in the Unit Prices and will not be reimbursed separately.

Failure of the Contractor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default, or the Participating Entity cancel the Purchase Order for default.

If at any time any of the above-required insurance policies should be cancelled, terminated, or modified so that insurance is not in effect as above required, then, if Sourcewell will so direct, the Contractor will suspend performance of the work. If the work is suspended, no extension of time to complete the work will be due. If the work is not suspended, then Sourcewell or the Participating Entity may, at its option, obtain insurance affording coverage equal to that above required, the cost of such insurance to be payable by the Contractor.

Should the awarded Contractor retain a Subcontractor to perform any of the services mentioned herein, it is the Contractor's responsibility to ensure that the Subcontractor(s) maintains the same types of insurance coverage in accordance with the requirements and amounts indicated herein.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, the Contractor must furnish to Sourcewell a certificate of insurance, as evidence of the Workers' Compensation, General Liability, Commercial Automobile, and Umbrella insurance required under this Contract. A Participating Entity may require a Certificate of Insurance as evidence of additional coverages it requires. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or emailed to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Contractor.

Failure to request certificates of insurance by Sourcewell, or failure of the Contractor to provide certificates of insurance, in no way limits or relieves the Contractor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. The Contractor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Contractor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of the Contractor, and products and completed operations of the Contractor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. The Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, the Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

XVIII. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

The Contractor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract, Contractor declares bankruptcy, the Contractor must immediately notify Sourcewell in writing.

The Contractor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government; or any Participating Entity. The Contractor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. The Contractor further warrants that it will provide immediate written notice to Sourcewell if there is a threat of change to any of these certifications.

XIX. UNITED STATES FEDERAL REQUIREMENTS

From time to time, Participating Entities may use United States federal grant or FEMA funds for work under this Contract and may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications.

The following list only applies when a Participating Entity intends to fully or partially fund the Project with United States federal money; and the Contractor will comply with all United States federal laws and regulations when working on or completing a Project, including, but not limited to, the following.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Master Agreement. Supplier certifies that during the term of an award for all agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Master Agreement will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Master Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier is not to use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

XX. CONTRACT SUSPENSION OR TERMINATION

A. Sourcewell may, in Sourcewell's discretion:

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1. Terminate this Contract for any reason upon 60 days' prior written notice to the Contractor;
2. Suspend the Contractor for violation of the terms of this Contract, and prohibit the Contractor during such suspension from submitting Price Proposals with respect to the Projects of Sourcewell and the Projects of any one or more Sourcewell member; or
3. May immediately terminate the Contract, if the Contractor:
 - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. Otherwise is guilty of material breach of a provision of the Contract Documents.

B. In the event of Contract termination, if an unpaid balance of one or more Purchase Orders exceeds the costs of finishing the work, such excess will be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor will pay the difference to Sourcewell.

C. A Participating Entity has no authority to unilaterally terminate this Contract between Sourcewell and the Contractor.

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IFB #FL-092524
Invitation for Bids
for
Indefinite Delivery-Indefinite Quantity
Construction Contracts
in the
State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

1. Invitation for Bid, including Map of Regions
2. Template IDIQ Contract
3. IDIQ Contract General Terms and Conditions
4. Construction Task Catalogs
5. Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

Solicitation Schedule

Notice of Solicitation Published:	August 20, 2024
Pre-bid Conference:	September 3, 2024, 9:00 a.m., Central Time
Question Submission Deadline:	September 18, 2024, 4:30 p.m., Central Time
Bid Due Date:	September 25, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 25, 2024, 6:30 p.m., Central Time See Article VII. G. for more information.

I. ABOUT SOURCEWELL AND ITS PARTICIPATING ENTITIES

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its participating entities across the United States. Sourcewell's solicitation process complies with State of Minnesota law and policies.

Sourcewell's participating entities in the State of Florida may include:

- Federal and state government
- Cities, towns, and counties/parishes
- Education service cooperatives
- K-12 and higher education
- Tribal government
- Some nonprofits
- Other public entities

For a listing of current participating entities visit Sourcewell's website: <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

II. INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION PROGRAM

Sourcewell is soliciting bids for its IDIQ construction program. IDIQ contracting offers participating entities access to competitively solicited and awarded contracts for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

Sourcewell has engaged The Gordian Group, Inc. (Gordian) to provide management of its IDIQ construction program. In this role, Gordian provides support to Sourcewell in the administration of the program, including: preparing Construction Task Catalogs and related technical specifications, providing information management systems and licenses to contractors, training to contractors, administering fee collection, consulting services to Sourcewell, and assisting with proposal package or work order development. Participating Entities access Sourcewell IDIQ contracts resulting from this IFB through relevant purchasing authority, and work directly with Contractors awarded through this IFB.

Under IDIQ, an awarded Contractor furnishes management, labor, materials, equipment, and incidental design support needed to perform the work. Details of the program's operation can be found within the Contract, and General Terms and Conditions document included in this IFB.

III. REQUIRED BIDDER QUALIFICATIONS

In determining a Bidder's responsibility and ability to perform under a Contract, Sourcewell has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims and litigation history of the Bidder. Sourcewell reserves the right to verify the Bidder's information and may request clarification from a Bidder.

A. A Bidder's business must be normally engaged in performing the type of work specified within this IFB and must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to a Sourcewell participating entity (as solely determined by Sourcewell).

B. Bidders responding to a General Contracting solicitation must be willing and capable of providing all or a majority of the various types of construction work as specified in the Construction Task Catalog either through its own forces or by using subcontractors. Bidder must provide documentation of all applicable required licensure(s).

C. Bidders responding to **HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, Site/Civil Construction, and/or Marine Construction** solicitations must perform at least **51%** of all contracted work with its own organization and forces. The percentage calculation does not include field superintendents or office management personnel.

IV. BID OVERVIEW AND PREPARATION INSTRUCTIONS

A. REQUESTED INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION SERVICES. The IDIQ services specified include General Construction, HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, Site/Civil Construction, and Marine Construction. At this time, no specific projects have been identified; work and work volume from any resulting contract are not guaranteed. Specific description of work and summary of duties for each category of construction can be found in the Technical Specifications.

B. PREPARATION INSTRUCTIONS. Strict compliance with the following instructions is required for properly preparing a bid. Before submitting a bid, it is the responsibility of each Bidder to:

- 1) Examine the IFB Documents thoroughly;
- 2) Consider all applicable federal, state and local laws, regulations, ordinances, and procurement codes that may affect costs, progress, performance, or furnishing of a participating entity's work; and,
- 3) Notify Sourcwell of all conflicts, errors, or discrepancies in the IFB Documents of which Bidder knows.

The submission of a Bid constitutes a representation by the Bidder to Sourcwell that it has complied with the above requirements and that, without exception, its Bid is premised upon performing and furnishing the Work required by this IFB.

Bidders should include all relevant information in its bid. Sourcwell cannot consider information that is not provided in the bid.

C. ESTIMATED CONTRACT VALUE AND USAGE. Based on past volume of similar contracts, the estimated annual value of each contract resulting from this IFB is \$4 Million for General Construction, Paving Asphalt/Concrete, and Roofing and \$2 Million for HVAC/Mechanical, Electrical, Site/Civil Construction, and Marine Construction contracts. Sourcwell anticipates considerable activity under the contract(s) awarded from this IFB; however, work and work volume from any resulting contract are not guaranteed.

V. BID PRICING

A. CONSTRUCTION TASK CATALOG AND ADJUSTMENT FACTOR. In order to evaluate bid pricing and the retain consistency within contract pricing, Sourcwell uses Gordian's proprietary Construction Task Catalog (CTC). The CTC as a comprehensive listing of specific repair and construction related Tasks, together with a specific unit of measurement and a pre-set unit price (Unit Price). All Unit Prices within the CTC are based on local labor, material, and equipment prices for the direct cost of construction.

Under this IFB, Bidders will offer price adjustments (Adjustment Factors) that will be applied to CTC Unit Prices. The Adjustment Factors represent either an increase to the present Unit Prices (such as 1.1000) or a decrease from the preset Unit Prices (such as 0.9800).

A participating entity's cost for a specific task will be determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor (e.g., specific task cost = preset unit price in CTC * quantity needed * Adjustment Factor).

- 1) Each Bidder must submit 5 Adjustment Factors to be applied to every task in the CTC. The bid must be either an adjustment "decrease from" (e.g. 0.9800) or "increase to" (e.g. 1.1000) the Unit Prices listed in the CTC.
- 2) The Bidder's Adjustment Factors must include all of the Bidder's direct and indirect costs. This includes, but is not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, purchase order proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of the CTC for a complete explanation of what is and is not included in the Unit Prices. Note, where applicable, the bidder must comply with all applicable prevailing wage laws. The wage rates in the CTC were current at the time these IFB Documents were issued.
 - a. *The first Adjustment Factor* will be applied to work to be accomplished during Normal Working Hours and performed in Non-Secure Areas.
 - b. *The second Adjustment Factor* will be applied to work to be accomplished during Other Than Normal Working Hours and performed in Non-Secure Areas.
 - c. *The third Adjustment Factor* will be applied to work to be accomplished during Normal Working Hours and performed in Secured Areas.
 - d. *The fourth Adjustment Factor* will be applied to work to be accomplished during Other than Normal Working Hours and performed in Secured Areas.
 - e. *The fifth Adjustment Factor* will be for work tasks not identified in the Construction Task Catalog. IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award. These Tasks are referred to as "Non Pre-priced Tasks (NPP)." NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The bidders will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.

- 3) Adjustment Factors may be specified to the fourth decimal place. For example:

1	.	1	0	0	0
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Or

0	.	9	8	0	0
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- 4) For bid evaluation purposes only, the following weighing of the Adjustment factors will be used to determine the Combined Adjustment Factor. Complete the following information within the Sourcwell Procurement Portal:

Adjustment Factors	Weight
Non-Secure Areas, Normal Working Hours	50%
Non-Secure Areas, Other than Normal Working Hours	20%
Secure Areas, Normal Working Hours	10%
Secure Areas, Other than Normal Working Hours	10%
Non-Pre-Priced Adjustment Factor	10%

B. ADMINISTRATIVE FEES. Awarded contractors must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian. The bidder must include the administrative fee in calculating the Contractor's Adjustment Factors.

Detailed information about Sourcewell's administrative fee can be found in Article VII. B of the General Terms and Conditions.

VI. CONTRACT

Bidders awarded a contract will be required to execute the Contract (including its General Terms and Conditions) attached to this IFB.

VII. BIDDING PROCESS

A. PRE-BID CONFERENCE. Sourcewell will hold a non-mandatory pre-bid conference via webcast on the date and time noted in the Solicitation Schedule and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential bidders to ask questions regarding this IFB. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-bid conference attendance is optional but highly encouraged.

B. QUESTIONS REGARDING THIS IFB AND ORAL COMMUNICATION. Any questions regarding this IFB must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this IFB. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Bidder or generally related to the IFB, must be submitted using this process. Do not contact individual Sourcewell staff (or any representative of Gordian) to ask questions or request information as this may disqualify the Bidder from responding to this IFB. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA. Sourcewell may modify this IFB; however, no Addenda will be issued later than 5 days prior to the Bid Due Date, except an Addendum that withdraws or postpones this IFB. Addenda issued by Sourcewell become a part of the IFB and will be delivered to potential Bidders through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a bid will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Bidder by checking the box for each addendum. It is the responsibility of the Bidder to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Bidder submitted its Bid, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Bidder's Bid status to INCOMPLETE. The Bidder can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Bidder is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Bid (and up to the Bid due date). If the Bidder's Bid status has changed to INCOMPLETE, the Bidder is solely responsible to:

- 1) make any required adjustments to its bid,
- 2) acknowledge the addenda, and
- 3) ensure the re-submitted bid is received through the Sourcewell Procurement Portal no later than the Bid Due Date and time shown in the Solicitation Schedule above.

D. BID SUBMISSION. Bidder's complete bid must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule and on the Sourcewell Procurement Portal. Any other form of bid submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late bids will not be considered. It is the Bidder's sole responsibility to ensure that the bid is received on time. To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Bidder has obtained this IFB from a third party, the onus is on the Bidder to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all bids must be digitally acknowledged by an authorized representative of the Bidder attesting that the information contained in the bid is true and accurate. By submitting a bid, Bidder warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Bidder to remedies available by law.

It is recommended that Bidders allow sufficient time to upload the bid and to resolve any issues that may arise. The time and date that a bid is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock. In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a bid, the Portal will automatically generate a confirmation email to the Bidder. If the Bidder does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

E. GENERAL BID REQUIREMENTS. Bids must be:

- In substantial compliance with the requirements of this IFB or it will be considered nonresponsive and be rejected
- Complete—a bid will be rejected if it is conditional or incomplete
- Submitted in English
- Valid and irrevocable for 180 days following the Bid Due Date

Any and all costs incurred in responding to this IFB will be borne by the Bidder.

F. BID MODIFICATION WITHDRAWAL. A submitted bid may not be modified, withdrawn, or cancelled by the Bidder for a period of 180 calendar days following the time and date designated for the receipt of bids. Prior to the deadline for submission of bids, any bid submitted may be modified or withdrawn through the Sourcewell Procurement Portal.

G. OPENING. The Opening of Bids will be conducted electronically through the Sourcewell Procurement Portal. A list of all Bidders will be made publicly available in the Sourcewell Procurement Portal after the Bid Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Bidders, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Bid Due Date and Time.

VIII. EVALUATION AND AWARD

A. EVALUATION. Only responsive bids will be evaluated. A responsive bid must have been submitted on time and materially satisfy all mandatory requirements identified in this IFB. Deviations or exceptions stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification.

B. AWARD(S). It is the intent of Sourcewell to award each Contract to the lowest, responsive, responsible Bidder(s) based on the Combined Adjustment Factor as calculated by Sourcewell within each Region.

C. CONTRACT TERM. The term of the resulting contract(s) awarded by Sourcewell under this solicitation will be 2 years. Sourcewell and Contractor may agree to up to three additional one-year extensions. Sourcewell retains the right to consider additional extensions beyond five years as required under exceptional circumstances.

A Bidder will not be awarded more than one same scope Contract within any Region. The maximum number of contracts to be initially awarded by geographic region and contract type are reflected in the tables below:

Region 1 – Northwest Florida:	
General Construction	8 contracts
HVAC/Mechanical	3 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts

Region 2 – Northeast Florida:	
General Construction	10 contracts
HVAC/Mechanical	2 contracts
Electrical	2 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts

Region 3 – North Central Florida:	
General Construction	10 contracts
HVAC/Mechanical	4 contracts
Electrical	4 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts

Region 4 – Central Florida:	
General Construction	10 contracts
HVAC/Mechanical	3 contracts
Electrical	3 contracts
Roofing	4 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	4 contracts
Marine Construction	3 contracts

Region 5 – South Suncoast Florida:	
General Construction	8 contracts
HVAC/Mechanical	3 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts
Marine Construction	3 contracts

Region 6 – Goldcoast Florida:	
General Construction	10 contracts
HVAC/Mechanical	3 contracts
Electrical	4 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts
Marine Construction	3 contracts

Region 7 – South Florida:	
General Construction	12 contracts
HVAC/Mechanical	6 contracts
Electrical	5 contracts
Roofing	4 contracts
Paving Asphalt/Concrete	4 contracts
Civil/Site Construction	4 contracts
Marine Construction	3 contracts

Sourcewell reserves the right to award additional contracts from this solicitation, above the stated maximum number, if it is determined to be in the best interests of Sourcewell and participating entities, for a period of 180 Days (or longer, if mutually agreeable to both the proposer and Sourcewell).

Sourcewell retains the right to waive any informality in a Bidder's response. Sourcewell reserves the right to reject all bids and advertise again if, in Sourcewell's opinion, the bids received do not meet or exceed the minimum needs and expectations of Sourcewell and its participating entities. Sourcewell reserves the right to award additional Contracts from this solicitation up to 180 calendar days after the close of the IFB.

Competitive Range. If Sourcewell receives a wide margin of bid Adjustment Factors, either too high or too low, then the Sourcewell Bid evaluation committee may establish a Competitive Range for the IFB. If it is determined that a Bidder's Combined Adjustment Factor is too far outside the Competitive Range, then the Bidder can be removed from consideration. The Bidder will be notified that it was determined to be outside the Competitive Range after award of the contracts.

Unbalanced Bid. A Bid may be removed from consideration if it is determined that the Bidder has mathematically unbalanced its Bid to gain a competitive advantage. The Bid will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor's reasonable actual cost. Those costs would include a reasonable prorated share of its anticipated profit, overhead cost, and other indirect costs that the bidder anticipates for the performance of the work as determined by the Sourcewell Bid Review Committee.

Other Than Normal Working Hours Adjustment Factors. A Bidder's Other Than Normal Working Hours Adjustment Factors must be higher or equal to its Normal Working Hours Adjustment Factors.

Non Pre-Priced Adjustment Factors. A bidder's Non Pre-Priced adjustment factor must not be lower than 1.0000.

IX. ASSIGNMENT OF WORK

See the Contract, and General Terms and Conditions for a detailed description of how work will be assigned.

X. PROTESTS OF AWARDS

Any protest made under this IFB by a Bidder must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must allege a procedural or technical defect, with supporting documentation. A request for re-evaluation of a bid's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation by IFB number
- A precise statement of the relevant facts
- Identification of the alleged breakdown in procedure or technical issues
- Identification of the legal or factual basis
- Any additional supporting documentation
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty

Protests that do not address these elements will not be reviewed.

XI. RIGHTS RESERVED

This IFB does not commit Sourcewell to award any contract, and a bid may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Bids that contain false statements or do not support an attribute or condition stated by the Bidder may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this IFB at any time
- Reject any and all bids received
- Reject bids that do not comply with the provisions of this IFB
- Independently verify any information provided in a Bid
- Disqualify any Bidder that does not meet the requirements of this IFB, is debarred or suspended by the United States or Canada, State of Minnesota, participating entity's state; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the bids received
- Clarify any part of a bid
- Award a contract if only one responsive bid is received if it is in the best interest of participating entities
- Award a contract to one or more Bidders if it is in the best interest of participating entities

XII. DISPOSITION OF BIDS

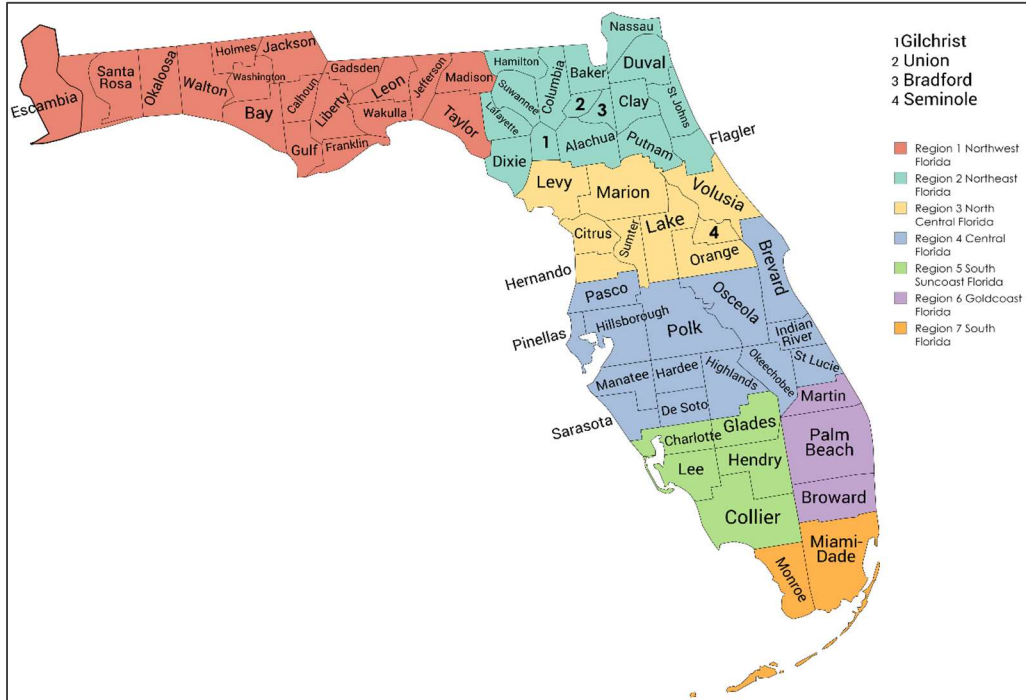
All materials submitted in response to this IFB will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591. It is the Bidder's responsibility to clearly identify any data submitted that it considers to be protected. Bidder must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Bidder to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Bidder is not considered trade secret under the statutory definition.

The Bidder understands that Sourcewell will reject bids that are marked confidential nonpublic, either substantially or in their entirety.

[Map of Regions to Follow]

MAP OF SOURCEWELL CONTRACT REGIONS Solicitation #FL-092524



Region 1 Northwest				
Bay	Calhoun	Escambia	Franklin	Gadsden
Holmes	Jackson	Jefferson	Leon	Liberty
Okaloosa	Santa Rosa	Taylor	Wakulla	Walton
Gulf	Madison	Washington		

Region 2 Northeast				
Alachua	Baker	Bradford	Clay	St. Johns
Columbia	Dixie	Duval	Flagler	Suwannee
Gilchrist	Hamilton	Lafayette	Nassau	Union
Putnam				

Region 3 North Central				
Citrus	Hernando	Lake	Levy	Marion
Orange	Seminole	Sumter	Volusia	

Region 4 Central				
Brevard	De Soto	Hardee	Highlands	Hillsborough
Indian River	Manatee	Okeechobee	Osceola	Pasco
Pinellas	Polk	Sarasota	St. Lucie	

Region 5 South Suncoast				
Charlotte	Collier	Glades	Hendry	Lee

Region 6 Goldcoast				
Broward	Martin	Palm Beach		

Region 7 South				
Miami-Dade	Monroe			



08/23/2024

Addendum No. 1

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Please provide a link to the Webcast pre-bid conference.

Answer 1:

Login instructions will be provided to registered plan takers by email two business days prior to the web conference. At this time, instructions will also be posted to the documents section of this bid.

Question 2:

Please provide the previous bid tabulation / bid results for the IDIQ Construction Contract - Florida for prior years [sic].

Answer 2:

A tabulation and all solicitation and contract information for the most recent IDIQ Construction in Florida solicitation is found on the Sourcewell website at the following link: <https://www.sourcewell-mn.gov/solicitations/10487>.

Question 3:

Are we able to submit a bid only for Section 33 - Utilities? Or any individual sections that meet our scope of work [sic]?

Answer 3:

Sourcewell is soliciting for the following trades: General Construction, HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, Site/Civil Construction, and Marine Construction. Contractors may choose to respond to one or all of them. Bidders responding to trades other than General must perform at least 51% of all contracted work with its own organization and forces. The percentage calculation does not include field superintendents or office management personnel.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 08/23/2024, is required at the time of proposal submittal.



08/27/2024

Addendum No. 2

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The link in the answer to question 2 in addendum 1 does not work. Can you post the bid tab and solicitation information for the past IDIQ Construction in Florida solicitations?

Answer 1:

The incorrect link was provided in Addendum #1, Question 2. Please use this link: <https://www.sourcewell-mn.gov/solicitations/10487>.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 08/27/2024, is required at the time of proposal submittal.



09/04/2024

Addendum No. 3

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Do you have an idea of how many residential construction projects you anticipate?

Answer 1:

Refer to IFB Section IV. Bid Overview and Preparation Instructions, Articles A and C. Sourcewell anticipates considerable activity under the contract(s) awarded from this IFB; however, work and work volume from any resulting contract are not guaranteed. At this time, no specific projects have been identified.

Question 2:

Are there any specific GC [General Construction] licenses/requirements for the State of Florida?

Answer 2:

While contractors are required to ensure that they have all the required licenses and meet all requirements, it appears licenses are required in the State of Florida and it applies to general contractors and specialty trades.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/04/2024, is required at the time of proposal submittal.



09/06/2024

Addendum No. 4

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is the percentage that Sourcewell charges and where we should include it in our proposals?

Answer 1:

Refer to IFB Section V. Bid Pricing, Article B. Administrative Fees. Awarded contractors must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian. The bidder must include the administrative fee in calculating the Contractor's Adjustment Factors. Detailed information about Sourcewell's administrative fee can be found in Article VII. of the General Terms and Conditions.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/06/2024, is required at the time of proposal submittal.



09/16/2024

Addendum No. 5

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you please provide the Plan holder list for this IFB (sic)?

Answer 1:

The list of registered plan takers for this solicitation is not yet public data.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/16/2024, is required at the time of proposal submittal.



09/17/2024

Addendum No. 6

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a contractor is awarded a contract, but then during a joint scope meeting it is determined that the participating entity has a scope in mind that would result in a loss for the contractor (eg. quantities resulting in work below our company's minimum charge or requiring the contractor to pack up and mobilize to multiple locations in a day doing only small quantities of work in each location), would the contractor have the right to respectfully decline the project? Although this unreasonable situation is extremely rare, this contractor has encountered the scenario more than once during its tenure and there is no protection for this scenario in the current Construction Task Catalog for our type of work. [sic]

Answer 1:

Acceptance or Non-Acceptance of work is a business decision for the contractor to make at the initiation of a project. Contractors do have first right of refusal in this program.

Question 2:

In the General Terms and Conditions document, under section III General Conditions subsection W, a one-year warranty is required for non-compliance, among other things. In this contractor's line of work, a project is guaranteed compliant at completion, but new issues or changes may occur or reoccur to the completed work due to tree roots, water, settling, and other natural and man-made causes outside of the contractor's

control. Therefore, in specific contracts for our type of work, the contract does not hold the contractor responsible for these types of changes after completion. Can you please clarify whether changes like these would be exempt from the intended meaning behind this section? [sic]

Answer 2:

Additional Terms and Conditions with regards to an individual project can be made at the initiation of a project on a project-by-project basis. Acceptance of the additional terms and conditions must be agreed upon by the participating agency and the contractor.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/17/2024, is required at the time of proposal submittal.



09/20/2024

Addendum No. 7

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Could you please clarify the specific security measures required for projects in secure areas? The provided specifications do not detail the protocols or restrictions, and this information is essential for us to accurately estimate time and cost factors related to secure access and compliance.

Answer 1:

Secure Areas are work areas that require heightened security measures and adherence to strict protocols due to the sensitive nature of the location. Secure areas may include, but are not limited to portions of courthouses, correctional facilities, hospitals, and any other areas requiring inventory checks to access the work site.

Question 2:

Can you confirm the designated off-hours work times, and whether there are any limitations or restrictions on working during off-hour periods? Clear guidance on allowable off-hours will enable us to properly schedule and estimate labor costs.

Answer 2:

Determination on any off-hours restrictions will happen during the joint scope meeting on a project by project basis. Normal Working Hours are 7:00 AM to 4:00 PM Monday

through Friday, except Holidays. Other Than Normal Working Hours are 4:00 PM to 7:00 AM Monday to Friday and any time Saturday, Sunday and the Holidays.

Question 3:

Are there any restrictions on the type of equipment, machinery, or trucks that can be used on-site, particularly for secure or sensitive areas? Understanding any limitations on size, type, or brand will help us plan/estimate accordingly for mobilization and logistics.

Answer 3:

Determination on any restrictions to equipment and machinery that can be used on site happen during the joint scope meeting on a project-by-project basis.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/20/2024, is required at the time of proposal submittal.



09/24/2024

Addendum No. 8

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

The IFB due date has been extended due to severe weather conditions in the southeastern region of the United States. The IFB submission deadline has been extended to October 4, 2024.

	IFB Timeline (Revised)
Bid Due Date:	October 4, 2024 , 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 4, 2024 , 6:30 p.m., Central Time See Article VII.G. for more information

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Due to hurricane approaching our region, may this due date be extended? this allows our team to prepare accordingly [sic]

Answer 1:

See amendment above. The due date has been extended to October 4, 2024 at 4:30 p.m., Central Time.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/24/2024, is required at the time of proposal submittal.

Work Order Signature Document**EZIQC Contract No.: FL-R6-GC-092524-SCD**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 159630.00

Work Order Date: 08/27/2026

Work Order Title: City of Deerfield Beach - FS#75 Improvements

Owner Name: City of Deerfield Beach

Contractor Name: Shiff Construction & Development, Inc.

Contact: Steven Hill

Contact: Justen Shiff

Phone: 954-541-6168

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R6-GC-092524-SCD.

Brief Work Order Description:**Time of Performance**

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$56,995.19**

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Steven Hill
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
954-541-6168

Date Printed: August 27, 2026

Work Order Number: 159630.00

Work Order Title: City of Deerfield Beach - FS#75 Improvements

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per attached scope of work.

Subject to the terms and conditions of JOC Contract **FL-R6-GC-092524-SCD**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	August 27, 2026	
Re:	IQC Master Contract #:	FL-R6-GC-092524-SCD
	Work Order #:	159630.00
	Owner PO #:	
	Title:	City of Deerfield Beach - FS#75 Improvements
	Contractor:	Shiff Construction & Development, Inc.
	Proposal Value:	\$56,995.19

Section - 01	\$7,690.18
Section - 03	\$9,326.61
Section - 07	\$4,356.28
Section - 09	\$35,622.12
Proposal Total	\$56,995.19

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: August 27, 2026

Re: IQC Master Contract #: FL-R6-GC-092524-SCD
 Work Order #: 159630.00
 Owner PO #:
 Title: City of Deerfield Beach - FS#75 Improvements
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$56,995.19

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$1,226.92
			Installation	Quantity Unit Price Factor = Total	
				1,115.38 x 1.00 x 1.1000 = 1,226.92	
				2% bond fee on \$55,769.35	
2	01 22 23 00 0027		MO	45' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	\$6,463.26
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 2,992.25 x 1.0800 = 6,463.26	
Subtotal for Section - 01					\$7,690.18
Section - 03					
3	03 01 30 71 0030		SF	Spall Concrete Repair, >3/4" To 1-1/2" Deep On Vertical/Overhead Surfaces	\$8,568.45
			Installation	Quantity Unit Price Factor = Total	
				125.00 x 63.47 x 1.0800 = 8,568.45	
				To be used for spall and other unforeseen conditions	
4	03 01 30 71 0053		LF	Up To 1/4" Wide, Non-Sag Elastomeric Polyurethane Sealant, Gravity Fed Non Structural Crack Repair For Concrete, Surface Applied With Cartridge Tool (Sikaflex® Concrete Fix)	\$758.16
			Installation	Quantity Unit Price Factor = Total	
				150.00 x 4.68 x 1.0800 = 758.16	
Subtotal for Section - 03					\$9,326.61
Section - 07					
5	07 92 13 00 0003		CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking	\$4,356.28
			Installation	Quantity Unit Price Factor = Total	
				17.00 x 237.27 x 1.0800 = 4,356.28	
				Re-glaze existing windows to remain- 34x94- 8	
Subtotal for Section - 07					\$4,356.28
Section - 09					
6	09 01 20 91 0028		SF	>250 SF, Chip, Clean And Repair Plaster/Stucco	\$9,644.40
			Installation	Quantity Unit Price Factor = Total	
				1,000.00 x 8.93 x 1.0800 = 9,644.40	
				Chip and repair stucco at roof line. and misc other areas. City to remove metal coping cap prior to work and replace once complete.	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 159630.00

Work Order Title: City of Deerfield Beach - FS#75 Improvements

Section - 09

7	09 01 90 52 0053	SF	2,000 To 5,000 PSI Pressure Wash Plaster/Stucco Surfaces, Surface Preparation						\$3,888.00
			Quantity	Unit Price	Factor	=	Total		
		Installation	9,000.00 x	0.40 x	1.0800	=	3,888.00		
			Pressure wash exterior prior to sealing						
8	09 01 90 52 0053 0342	MOD	For >5,000 To 10,000, Deduct						-\$194.40
			Quantity	Unit Price	Factor	=	Total		
		Installation	9,000.00 x	-0.02 x	1.0800	=	-194.40		
9	09 91 13 00 0246	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Metal DoorBoth faces						\$615.73
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	142.53 x	1.0800	=	615.73		
10	09 91 13 00 0247	EA	1 Coat Primer, Sprayed, Paint Exterior Metal DoorOne face						\$187.19
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	43.33 x	1.0800	=	187.19		
11	09 96 53 00 0003	SF	1 Coat, 5.3 To 8 Wet Mills, Brush/Roller Work, Elastomeric Primer Applied To Walls And Floors						\$4,568.40
			Quantity	Unit Price	Factor	=	Total		
		Installation	9,000.00 x	0.47 x	1.0800	=	4,568.40		
12	09 96 53 00 0003 0283	MOD	For >5,000 To 10,000, Deduct						-\$486.00
			Quantity	Unit Price	Factor	=	Total		
		Installation	9,000.00 x	-0.05 x	1.0800	=	-486.00		
13	09 96 53 00 0007	SF	1 Coat, 13 To 16 Wet Mills, Sprayed, Elastomeric Paint Applied To Walls And Floors						\$19,342.80
			Quantity	Unit Price	Factor	=	Total		
		Installation	9,000.00 x	1.99 x	1.0800	=	19,342.80		
14	09 96 53 00 0007 0283	MOD	For >5,000 To 10,000, Deduct						-\$1,944.00
			Quantity	Unit Price	Factor	=	Total		
		Installation	9,000.00 x	-0.20 x	1.0800	=	-1,944.00		

Subtotal for Section - 09 **\$35,622.12**

Proposal Total **\$56,995.19**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: August 27, 2026

Re: IQC Master Contract #: FL-R6-GC-092524-SCD
Work Order #: 159630.00
Owner PO #:
Title: City of Deerfield Beach - FS#75 Improvements
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$56,995.19

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

City of Deerfield Beach – Fire Station No. 75

Exterior Stucco Restoration and Painting

This proposal is based upon the scope provided by Hillary with the City of Deerfield Beach and the September 30, 2024 Phase I Milestone Inspection – Structural and Electrical Condition Report prepared by Crain Atlantis, Inc.

The work is specifically limited to the following:

Scope of Work

1. Exterior Surface Preparation

- Pressure clean existing exterior plaster/stucco surfaces to remove dirt, loose material, salt deposits, and other surface contaminants in preparation for repairs, sealing, priming, and painting.
- Protect adjacent surfaces and building components not included in the work.

2. Stucco Restoration

- Chip/remove loose, deteriorated, or delaminated stucco at identified repair locations.
- Clean, patch, and repair deteriorated existing plaster/stucco.
- Match repaired areas to the existing adjacent stucco texture to the extent reasonably practicable.
- Stucco repairs at the roof line are included; however, removal and reinstallation of existing metal coping required to access these areas shall be performed by the City or others.

3. Exterior Crack Repair

- Repair identified non-structural exterior wall cracks using non-sag elastomeric polyurethane sealant suitable for vertical applications.

4. Concrete/Substrate Repair Allowance

- Provide an allowance for localized concrete spall repair and concealed substrate deterioration that may be discovered during removal of deteriorated stucco.
- Actual locations and extent shall be field verified as work progresses.
- Work exceeding the allowance included in the price proposal shall require authorization as additional work.

5. Exterior Sealants / Windows

- Remove and replace deteriorated sealant at existing exterior openings included within the proposal.
- Re-seal/re-glaze the identified existing windows that are to remain.

6. Exterior Metal Doors

- Prepare existing exterior metal doors included in the proposal.
- Prime prepared metal surfaces and apply finish coats.

- Work is limited to preparation and painting/coating and does not include door replacement, hardware replacement, or structural/frame reconstruction.
- 7. **Exterior Wall Coating**
 - Apply elastomeric primer to exterior plaster/stucco wall surfaces.
 - Apply high-build elastomeric finish coating to exterior plaster/stucco wall surfaces.
 - Colors shall be selected/approved by the City.
- 8. **Access**
 - Provide required access equipment as included in the price proposal for performance of the above work.

Specific Exclusions

This proposal is expressly limited to the work specifically identified above and contained within the associated Gordian price proposal. **Any work not specifically identified as included is excluded.**

Specifically excluded are:

- All work associated with overhead doors.
- All work associated with louvers.
- Painting, preparation, coating, repair, or refinishing of metal trim, metal coping, roof flashing, sheet-metal flashing, or other exterior sheet-metal components.
- Removal or reinstallation of roof coping or flashing. Where removal is necessary to perform the included stucco repairs, removal and reinstallation shall be by the City or others.
- Roofing repairs, roof coatings, roof drainage or ponding corrections, waterproofing of the roofing system, or other roof-related work.
- Replacement of windows, doors, frames, glazing systems, louvers, or overhead doors.
- Structural repairs except for the concrete/substrate repair allowance specifically carried in the Gordian price proposal.
- Electrical repairs or modifications.
- Interior repairs, including repairs associated with existing water intrusion.
- Mechanical, plumbing, fire alarm, fire protection, or other building-system work.
- Concealed or unforeseen conditions beyond the work and allowances specifically carried in the Gordian price proposal.

Any work requested or discovered outside of this defined scope shall be considered additional work and will require separate authorization prior to proceeding.

Sincerely,



Justen Shiff

Work Order Signature Document**EZIQC Contract No.: FL-R6-GC-092524-SCD**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 159632.00

Work Order Date: 08/27/2026

Work Order Title: City of Deerfield Beach - FS#66 Improvements

Owner Name: City of Deerfield Beach

Contractor Name: Shiff Construction & Development, Inc.

Contact: Steven Hill

Contact: Justen Shiff

Phone: 954-541-6168

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R6-GC-092524-SCD.

Brief Work Order Description:**Time of Performance**

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$32,071.51**

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Steven Hill
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
954-541-6168

Date Printed: August 27, 2026

Work Order Number: 159632.00

Work Order Title: City of Deerfield Beach - FS#66 Improvements

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per attached scope of work.

Subject to the terms and conditions of JOC Contract **FL-R6-GC-092524-SCD**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	August 27, 2026	
Re:	IQC Master Contract #:	FL-R6-GC-092524-SCD
	Work Order #:	159632.00
	Owner PO #:	
	Title:	City of Deerfield Beach - FS#66 Improvements
	Contractor:	Shiff Construction & Development, Inc.
	Proposal Value:	\$32,071.51

Section - 01	\$7,153.64
Section - 03	\$3,806.46
Section - 07	\$2,050.01
Section - 09	\$19,061.40
Proposal Total	\$32,071.51

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: August 27, 2026

Re: IQC Master Contract #: FL-R6-GC-092524-SCD
Work Order #: 159632.00
Owner PO #:
Title: City of Deerfield Beach - FS#66 Improvements
Contractor: Shift Construction & Development, Inc.
Proposal Value: \$32,071.51

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$690.38
			Installation	Quantity 627.62 x Unit Price 1.00 x Factor 1.1000 = Total 690.38	
				2% bond fee on 31,381.13	
2	01 22 23 00 0027		MO	45' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	\$6,463.26
			Installation	Quantity 2.00 x Unit Price 2,992.25 x Factor 1.0800 = Total 6,463.26	
Subtotal for Section - 01					\$7,153.64
Section - 03					
3	03 01 30 71 0030		SF	Spall Concrete Repair, >3/4" To 1-1/2" Deep On Vertical/Overhead Surfaces	\$3,427.38
			Installation	Quantity 50.00 x Unit Price 63.47 x Factor 1.0800 = Total 3,427.38	
4	03 01 30 71 0053		LF	Up To 1/4" Wide, Non-Sag Elastomeric Polyurethane Sealant, Gravity Fed Non Structural Crack Repair For Concrete, Surface Applied With Cartridge Tool (Sikaflex® Concrete Fix)	\$379.08
			Installation	Quantity 75.00 x Unit Price 4.68 x Factor 1.0800 = Total 379.08	
Subtotal for Section - 03					\$3,806.46
Section - 07					
5	07 92 13 00 0003		CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking	\$2,050.01
			Installation	Quantity 8.00 x Unit Price 237.27 x Factor 1.0800 = Total 2,050.01	
Subtotal for Section - 07					\$2,050.01
Section - 09					
6	09 01 20 91 0028		SF	>250 SF, Chip, Clean And Repair Plaster/Stucco	\$1,928.88
			Installation	Quantity 200.00 x Unit Price 8.93 x Factor 1.0800 = Total 1,928.88	
7	09 01 90 52 0053		SF	2,000 To 5,000 PSI Pressure Wash Plaster/Stucco Surfaces, Surface Preparation	\$2,592.00
			Installation	Quantity 6,000.00 x Unit Price 0.40 x Factor 1.0800 = Total 2,592.00	

Work Order Number: 159632.00
Work Order Title: City of Deerfield Beach - FS#66 Improvements

Proposal Total	\$32,071.51
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The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: August 27, 2026

Re: IQC Master Contract #: FL-R6-GC-092524-SCD
Work Order #: 159632.00
Owner PO #:
Title: City of Deerfield Beach - FS#66 Improvements
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$32,071.51

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Fire Station #66

Scope of Work

Shiff Construction & Development, Inc. shall provide labor, materials, equipment, supervision, and incidental items necessary to complete the following exterior restoration work at **Fire Station No. 66**, based upon the **scope of work provided via email by Hillary Silverstone of the City of Deerfield Beach** and the applicable exterior conditions identified in the Phase I Milestone Inspection Report.

The City's emailed scope requested: **pressure-clean, prime, and paint the exterior building surfaces and doors, including crack repair, caulking, and sealing exterior openings.**

1. Mobilization, supervision, protection of adjacent surfaces, and required access equipment.
2. Pressure-clean exterior stucco wall surfaces in preparation for repairs and painting.
3. Repair spalled/deteriorated concrete or similar substrate where encountered within the included exterior restoration areas.
4. Repair damaged, loose, delaminated, or deteriorated exterior stucco, including removal of unsound material and patching to reasonably match the existing adjacent texture.
5. Repair non-structural exterior cracks using elastomeric polyurethane sealant.
6. Provide exterior caulking and sealant at applicable joints, penetrations, openings, and transitions included within the work.
7. Apply one coat of exterior primer to exterior stucco wall surfaces.
8. Apply two finish coats of exterior paint to exterior stucco wall surfaces.
9. Prepare, prime, and apply two finish coats of paint to included exterior metal doors.
10. Provide normal cleanup and disposal of debris generated by the above work.

Work is limited to the items specifically included in the Contractor's Price Proposal and the exterior restoration scope described above. Any work beyond that specifically included shall be considered additional work and shall require authorization prior to proceeding.

Exclusions

The scope is specifically limited to the work described above. **Any work not expressly included is excluded**, including but not limited to:

- All **roof work** of any kind, including repairs, coatings, ponding corrections, flashing, parapet caps, or other roofing components.
- All **electrical work** of any kind.
- All work associated with **overhead/garage doors**, including painting, repairs, replacement, hardware, operators, tracks, seals, or adjustments.
- Structural repairs beyond the specifically included restoration work.
- Mechanical, plumbing, HVAC, fire alarm, fire sprinkler, or other building-system work.
- Replacement of windows, louvers, equipment, fixtures, or other exterior components.
- Permitting, engineering, testing, or remediation unless specifically included.
- Any interior work.
- Any work identified in the Phase I Milestone Inspection Report that is **not specifically**

Sincerely,


Justen Shiff
President

Work Order Signature Document**EZIQC Contract No.: FL-R6-GC-092524-SCD**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 159631.00

Work Order Date: 08/27/2026

Work Order Title: City of Deerfield Beach - FS#4 Improvements

Owner Name: City of Deerfield Beach

Contractor Name: Shiff Construction & Development, Inc.

Contact: Steven Hill

Contact: Justen Shiff

Phone: 954-541-6168

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R6-GC-092524-SCD.

Brief Work Order Description:**Time of Performance**

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$123,385.17**

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Steven Hill
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
954-541-6168

Date Printed: August 27, 2026

Work Order Number: 159631.00

Work Order Title: City of Deerfield Beach - FS#4 Improvements

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per attached scope of work.

Subject to the terms and conditions of JOC Contract **FL-R6-GC-092524-SCD**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	August 27, 2026	
Re:	IQC Master Contract #:	FL-R6-GC-092524-SCD
	Work Order #:	159631.00
	Owner PO #:	
	Title:	City of Deerfield Beach - FS#4 Improvements
	Contractor:	Shiff Construction & Development, Inc.
	Proposal Value:	\$123,385.17

Section - 01	\$23,861.89
Section - 02	\$1,783.81
Section - 03	\$24,718.50
Section - 07	\$8,968.81
Section - 08	\$7,402.21
Section - 09	\$56,649.95
Proposal Total	\$123,385.17

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: August 27, 2026

Re: IQC Master Contract #: FL-R6-GC-092524-SCD
 Work Order #: 159631.00
 Owner PO #:
 Title: City of Deerfield Beach - FS#4 Improvements
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$123,385.17

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$10,800.00
			Installation	Quantity 10,000.00 x Unit Price 1.00 x Factor 1.0800 = Total 10,800.00	
				placeholder for removal and replacement of existing 5'4x6'10 louvered FPL door and frame. task catalogue does not include. Need specific info on FPL requirements.	
2	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$2,656.06
			Installation	Quantity 2,414.60 x Unit Price 1.00 x Factor 1.1000 = Total 2,656.06	
				2% bond fee on \$120,730.19	
3	01 22 23 00 0027		MO	45' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	\$9,694.89
			Installation	Quantity 3.00 x Unit Price 2,992.25 x Factor 1.0800 = Total 9,694.89	
4	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$710.94
			Installation	Quantity 1.00 x Unit Price 658.28 x Factor 1.0800 = Total 710.94	
Subtotal for Section - 01					\$23,861.89
Section - 02					
5	02 83 19 13 0147		SF	Hand Scrape Lead Paint From Concrete Or Masonry Surfaces	\$1,783.81
			Installation	Quantity 1,776.00 x Unit Price 0.93 x Factor 1.0800 = Total 1,783.81	
				task used to scrape interior paint peeling from interior walls at (2) 2-story entrances.	
Subtotal for Section - 02					\$1,783.81
Section - 03					
6	03 01 30 71 0030		SF	Spall Concrete Repair, >3/4" To 1-1/2" Deep On Vertical/Overhead Surfaces	\$17,136.90
			Installation	Quantity 250.00 x Unit Price 63.47 x Factor 1.0800 = Total 17,136.90	
				To be used for spall and other unforeseen conditions	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 159631.00

Work Order Title: City of Deerfield Beach - FS#4 Improvements

Section - 03

7	03 01 30 71 0053	LF	Up To 1/4" Wide, Non-Sag Elastomeric Polyurethane Sealant, Gravity Fed Non Structural Crack Repair For Concrete, Surface Applied With Cartridge Tool (Sikaflex® Concrete Fix)						\$7,581.60
			Quantity	Unit Price	Factor	=	Total		
	Installation		1,500.00 x	4.68 x	1.0800	=	7,581.60		

Subtotal for Section - 03

\$24,718.50

Section - 07

8	07 92 13 00 0003	CLF	1/4" x 3/8" Joint, Silicone Sealant And Caulking						\$8,968.81
			Quantity	Unit Price	Factor	=	Total		
	Installation		35.00 x	237.27 x	1.0800	=	8,968.81		
			Re-glaze existing windows to remain. excludes any work on the skylights or domed glass which is to be demolished at a later date.						

Subtotal for Section - 07

\$8,968.81

Section - 08

9	08 12 13 13 0008	EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame						\$939.15
			Quantity	Unit Price	Factor	=	Total		
	Installation		1.00 x	869.58 x	1.0800	=	939.15		
			north stairwell door replacement						
10	08 12 13 13 0008 0069	MOD	For Auxiliary Frame Reinforcement For Hinges, Add						\$123.02
			Quantity	Unit Price	Factor	=	Total		
	Installation		1.00 x	113.91 x	1.0800	=	123.02		
11	08 12 13 13 0008 0074	MOD	For Welded Frames, Add						\$383.23
			Quantity	Unit Price	Factor	=	Total		
	Installation		1.00 x	354.84 x	1.0800	=	383.23		
12	08 13 13 13 0008	EA	3' x 6'-8" x 1-3/4", 20 Gauge, Level 1 Standard Duty, Honeycomb Core, Hollow Metal Door						\$577.18
			Quantity	Unit Price	Factor	=	Total		
	Installation		1.00 x	534.43 x	1.0800	=	577.18		
			north stairwell door replacement						
13	08 71 11 00 0041	PR	6" x 5", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge						\$222.27
			Quantity	Unit Price	Factor	=	Total		
	Installation		1.00 x	205.81 x	1.0800	=	222.27		
			for north door						
14	08 71 11 00 2126	EA	3' Push Bar, Rim Type, Narrow Stile Exit Device (Von Duprin Series 33/35)Aluminum anodized finish.						\$1,792.32
			Quantity	Unit Price	Factor	=	Total		
	Installation		1.00 x	1,659.56 x	1.0800	=	1,792.32		
			north door						
15	08 71 11 00 2244	EA	Surface Mounted Heavy-Duty Door Closer (LCN 4040XP/4041 Series)						\$620.52
			Quantity	Unit Price	Factor	=	Total		
	Installation		1.00 x	574.56 x	1.0800	=	620.52		
			north door						
16	08 71 11 00 2273	EA	Entrance/Office F41 Pre-Assembled Lockset (Corbin Russwin UT5261)Locked with key outside and push button inside.						\$2,744.52
			Quantity	Unit Price	Factor	=	Total		
	Installation		1.00 x	2,541.22 x	1.0800	=	2,744.52		
			north door						

Subtotal for Section - 08

\$7,402.21

Contractor's Price Proposal - Detail Continues..

Work Order Number: 159631.00

Work Order Title: City of Deerfield Beach - FS#4 Improvements

Section - 09

17	09 01 20 91 0028	SF	>250 SF, Chip, Clean And Repair Plaster/Stucco							\$9,644.40
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,000.00	8.93	1.0800		9,644.40			
			Chip and repair stucco at various areas.							
18	09 01 90 52 0053	SF	2,000 To 5,000 PSI Pressure Wash Plaster/Stucco Surfaces, Surface Preparation							\$5,616.00
		Installation	Quantity	Unit Price	Factor	=	Total			
			13,000.00	0.40	1.0800		5,616.00			
			Pressure wash exterior prior to sealing							
19	09 01 90 52 0053 0342	MOD	For >5,000 To 10,000, Deduct							-\$194.40
		Installation	Quantity	Unit Price	Factor	=	Total			
			9,000.00	-0.02	1.0800		-194.40			
20	09 91 13 00 0091	SF	1 Coat Primer, Brush Work, Paint Exterior Stucco Wall Surfaces							\$12,214.80
		Installation	Quantity	Unit Price	Factor	=	Total			
			13,000.00	0.87	1.0800		12,214.80			
			prime exterior stucco surfaces							
21	09 91 13 00 0096	SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Stucco Walls							\$21,200.40
		Installation	Quantity	Unit Price	Factor	=	Total			
			13,000.00	1.51	1.0800		21,200.40			
			paint exterior stucco surfaces							
22	09 91 13 00 0246	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Metal DoorBoth faces							\$461.80
		Installation	Quantity	Unit Price	Factor	=	Total			
			3.00	142.53	1.0800		461.80			
23	09 91 13 00 0247	EA	1 Coat Primer, Sprayed, Paint Exterior Metal DoorOne face							\$140.39
		Installation	Quantity	Unit Price	Factor	=	Total			
			3.00	43.33	1.0800		140.39			
24	09 91 13 00 0381	SF	2 Coats Paint, Brush/Roller Work, Paint Gratings And Frames							\$3,709.80
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,500.00	2.29	1.0800		3,709.80			
			Paint existing screens. not responsible if screens are in poor condition after reinstall after painting.							
25	09 91 13 00 0495	SF	2 Coats Alkyd Enamel Paint, Brush/Roller Work, Paint Exterior Miscellaneous Metal Surfaces							\$826.20
		Installation	Quantity	Unit Price	Factor	=	Total			
			500.00	1.53	1.0800		826.20			
			misc painting of misc metals and trim							
26	09 91 23 00 0022	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Concrete Walls							\$1,687.91
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,776.00	0.88	1.0800		1,687.91			
			paint interior of 2 stair wells							
27	09 91 23 00 0022 0275	MOD	For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.							\$172.63
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,776.00	0.09	1.0800		172.63			
28	09 91 23 00 0026	SF	1 Coat Bonding Agent, Brush Work, Paint Interior Concrete Walls							\$1,074.12
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,776.00	0.56	1.0800		1,074.12			
			prime interior of 2 stairwells							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 159631.00
Work Order Title: City of Deerfield Beach - FS#4 Improvements

Section - 09									
29	09	91	23	00	0026	0275	MOD	For Work >15' To 20' Above Floor, Add	Applied only to work area above 15' to 20'.
									\$95.90
						Installation	Quantity	Unit Price	Factor
							1,776.00	x	0.05
								x	1.0800
									=
									Total
									95.90
Subtotal for Section - 09									
									\$56,649.95
Proposal Total									
									\$123,385.17

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: August 27, 2026

Re: IQC Master Contract #: FL-R6-GC-092524-SCD
Work Order #: 159631.00
Owner PO #:
Title: City of Deerfield Beach - FS#4 Improvements
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$123,385.17

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Fire Station No. 4 – Scope of Work, Inclusions & Exclusions

Basis of Scope

This scope is based upon the scope of work provided by Hilary Silverstone with the City of Deerfield Beach via email, the September 30, 2024 Phase I Milestone Inspection Report, the subsequent site walkthrough with City representatives, and the specific work items and quantities included in Shiff Construction & Development, Inc.'s Gordian/Sourcewell proposal.

The Phase I Milestone Inspection Report is referenced for documentation of existing conditions and background information. The work included in this proposal is specifically limited to the items and quantities described herein and included in the Gordian/Sourcewell proposal.

Any work, repair, deficiency, condition, or quantity not expressly included herein or in the Gordian/Sourcewell proposal is excluded and shall be considered additional work.

Scope of Work / Inclusions

1. Exterior Building Restoration

- Pressure-clean existing exterior stucco wall surfaces in preparation for repairs and coatings.
- Remove loose and deteriorated stucco at designated areas.
- Chip, clean, patch, and repair damaged or deteriorated stucco at various locations within the quantities carried in the proposal.
- Perform localized spall repairs within the quantity carried in the proposal.
- Repair included non-structural cracks utilizing appropriate elastomeric/polyurethane crack-repair material.
- Prepare repaired areas to reasonably match adjacent existing textures and finishes.
- Apply one coat of exterior masonry/stucco primer.
- Apply two finish coats of exterior paint to included stucco wall surfaces.
- Final paint colors to be selected and approved by the City.

2. Exterior Caulking and Window Sealing

- Remove deteriorated sealant as necessary at included existing windows.
- Re-caulk/re-glaze existing windows to remain within the quantity carried in the proposal.
- Caulk and seal applicable exterior openings included within the proposed work.

3. Exterior-Applied Window Screens

- Remove existing exterior-applied window screens as necessary for refinishing.
- Prepare and paint existing screen frames.
- Reinstall existing screens following completion of painting.
- Existing screens are to be reused.
- Shiff is not responsible for pre-existing deterioration, brittleness, damage, or failure of existing screens or components resulting from their existing condition during removal, refinishing, or reinstallation.

4. Existing Exterior Metal Doors – Painting

- Prepare existing exterior metal doors specifically carried for painting in the Gordian/Sourcwell proposal.
- Remove loose coatings and accessible surface oxidation as part of normal painting preparation.
- Prime included doors.
- Apply two finish coats of exterior paint.

5. North Stairwell Hollow-Metal Exterior Door

- Remove the existing hollow-metal exterior door at the north stairwell entrance.
- Furnish and install one new hollow-metal exterior door and associated frame hardware as specifically carried in the Gordian/Sourcwell proposal.
- Prepare, prime, and paint the new door/frame as applicable.
- Work is limited to the door assembly and associated components specifically included in the proposal.
- Any unforeseen substrate, structural, electrical, access-control, or other work required beyond the included door installation shall be additional.

6. Electrical/FPL Room Louvered Double Doors

- Remove the existing approximately 5'-4" x 6'-10" double-louvered hollow-metal exterior door assembly and frame at the electrical/FPL room.
- Furnish and install a replacement pair of louvered hollow-metal exterior doors and frame.
- Include associated hardware specifically carried in the Gordian/Sourcwell proposal.
- This item remains subject to confirmation of applicable FPL requirements, including door construction, louvers, hardware, ventilation requirements, and other applicable details.
- Any FPL requirements or costs exceeding the amount carried in the proposal shall be considered additional work.

7. Miscellaneous Exterior Metal Painting

- Prepare and paint miscellaneous existing exterior metal surfaces and trim specifically included within the quantity carried in the proposal.
- Work is limited to normal coating preparation, priming as required, and painting.

- Structural repair or replacement of existing metal components is not included.

8. North and South Interior Stairwells

- Scrape and remove loose, peeling, blistered, or delaminated existing coatings from included concrete/masonry wall surfaces within the north and south stairwells.
- Perform minor non-structural crack repairs associated with preparation for painting.
- Prepare existing wall surfaces for recoating.
- Apply one coat of bonding primer.
- Apply two finish coats of interior paint.
- Include elevated wall areas as specifically carried in the Gordian/Sourcewell proposal.

9. Debris Removal

- Furnish one (1) 20-CY dumpster for construction debris generated by the included scope of work.
- Include normal disposal associated with the included work.
- Additional dumpsters, hauling, disposal, or tipping fees resulting from additional work or quantities beyond those carried in the proposal shall be additional.

Quantities and Additional Work

All work is specifically limited to the quantities included in Shiff Construction & Development, Inc.'s Gordian/Sourcewell proposal.

Any quantities required or requested beyond those specifically carried in the proposal shall be considered additional work and shall require additional compensation and authorization prior to proceeding.

This includes, but is not limited to, additional stucco removal/repair, spall repair, crack repair, caulking/sealant, painting, metal preparation, screen work, or other quantities exceeding those included in the proposal.

Discovery of additional deterioration, concealed conditions, or quantities exceeding those carried in the proposal does not constitute an obligation for Shiff Construction & Development, Inc. to perform such additional work within the original proposal amount.

Specific Exclusions

The following work is specifically excluded:

- **All roof work of any kind**, including roof repairs or replacement, roofing membranes, flashing, coping repair/replacement, roof drainage modifications, drains, scuppers, downspouts, ponding-water corrections, roof penetrations, roof waterproofing, or other roof-related deficiencies identified in the Phase I Milestone Inspection Report.

- **All work associated with existing overhead/garage doors**, including pressure cleaning, surface preparation, painting, coating, repair, replacement, hardware, tracks, operators, controls, seals, and associated components.
- Second-floor suspended/drop ceiling removal or replacement.
- Replacement of the 12 drop-in light fixtures identified in the City's original scope.
- A/C ceiling drop modifications or replacement.
- HVAC/mechanical work.
- Electrical repairs or modifications except work expressly included as part of the included door installations.
- Repairs to bored holes or other repairs to K-joist structural members.
- Structural engineering or structural repairs.
- Fire alarm work.
- Emergency lighting or exit-sign repairs/replacement.
- GFCI receptacle work or other electrical deficiencies identified in the Phase I Milestone Inspection Report.
- Electrical-room penetration or firestopping corrections unless separately authorized.
- Skylights and domed-glass assemblies, including caulking, glazing, repair, replacement, cleaning, or painting.
- Window replacement.
- Replacement of existing exterior window screens due to pre-existing deterioration or damage.
- Structural repair or replacement of miscellaneous exterior metal components.
- Concealed deterioration or conditions not reasonably visible prior to demolition or surface preparation.
- Hazardous-material or environmental remediation, including lead or asbestos abatement.
- Permits, engineering, testing, inspections, drawings, or professional design services unless specifically included in the Gordian/Sourcwell proposal.
- Any work or quantities exceeding those specifically carried in the Gordian/Sourcwell proposal.
- Any other structural, electrical, mechanical, plumbing, roofing, life-safety, or building-code deficiencies referenced in the Phase I Milestone Inspection Report that are not expressly included in this scope.

Scope Limitation

The scope provided by Hilary Silverstone and the Phase I Milestone Inspection Report establish the background and requested work for Fire Station No. 4. However, **Shiff Construction & Development, Inc.'s proposal is specifically limited to the work, quantities, allowances, inclusions, and conditions stated herein and in the accompanying Gordian/Sourcwell proposal.**

Items contained in the City's original scope or identified within the Phase I Milestone Inspection Report that are expressly excluded above are **not included in the proposal or contract amount.**

Any work not specifically included, unforeseen or concealed conditions, or quantities exceeding those carried in the Gordian/Sourcewell proposal shall be separately priced and authorized prior to performance.

Sincerely,



Justen Shiff



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-523

Agenda Date: 9/14/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Lakdas/Yohalem Engineering, Inc. to provide professional services related to the 25-year recertification for structural life safety inspections for four city facilities in an amount not to exceed \$74,900.00; providing for execution and an effective date. (Funds from Account #100-200-340-1906-000-52900-506022- Public Safety Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$74,900.00

Account Name: Other Professional Services

Account Number: 100-100-360-1901-000-51900-503099

Background/History

The City of Deerfield Beach continuously evaluates its municipal infrastructure to ensure operational readiness, structural integrity, and safety for emergency personnel and City residents. Furthermore, as the City is currently in the process of creating its own police and fire departments, ensuring that municipal public safety facilities are fully upgraded, structurally hardened, and code-compliant is of paramount importance. The Deerfield Beach Police Station Building and Fire Station #102 are critical facilities within the City's public safety network, requiring ongoing assessment, modernization, and structural hardening to support this strategic transition and withstand severe weather events. The City Hall and the Environmental Services Department Building are crucial facilities in both daily and emergency operations and also require life safety inspections.

Ensuring that these facilities are properly evaluated and retrofitted is vital for maintaining uninterrupted routine and emergency response capabilities, improving workplace health and safety, and protecting critical city assets against environmental and life safety hazards as the City expands its internal public safety operations.

Lakdas / Yohalem Engineering, Inc., is a pre-qualified professional firm authorized to provide architectural and engineering services for municipal projects pursuant to RFQ 26-008 and the Continuing Services Agreement approved on July 7, 2026.

Current Activity

After reviewing the list and qualifications of qualified firms under continuing contracts with the City

pursuant to RFQ 26-008, City Staff determined that Lakdas / Yohalem Engineering, Inc. was the most qualified for the project and staff negotiated a project scope and fee in an amount not to exceed \$74,900.00, which staff has determined to be fair and reasonable and in accordance with industry standards. The project encompasses the following four locations.

- City Hall
- DFB Police Station
- Fire Station #102
- Environmental Services Department Building

Approval of this Work Authorization will enable the design team to advance engineering plans and architectural specifications necessary to address existing facility deficiencies, enhance structural resilience, and proceed toward competitive bidding and subsequent construction phases.

Recommendation

Staff recommends that the City Commission approve a Work Authorization with Lakdas/Yohalem Engineering, Inc., for architectural and engineering design services to perform the structural life-safety portion of the Broward County Building Safety Inspection Program ("BSIP") recertification for four City facilities (City Hall, DFB Police Department Building, DFB Fire Rescue Station No. 102 and Environmental Services Department Building), in an amount not to exceed \$74,900.00.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH LAKDAS/YOHALEM ENGINEERING, INC. TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE 25 YEAR RECERTIFICATION FOR STRUCTURAL LIFE SAFETY INSPECTIONS FOR FOUR CITY FACILITIES IN AN AMOUNT NOT TO EXCEED \$74,900.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Broward County Board of Rules and Appeals (“BORA”) has established a Building Safety Inspection Program (the “Program”) pursuant to Section 110.15 of the Broward County Amendments to the Florida Building Code, and the Program requires inspections of buildings and structures that are 25 years of age or older, as well as subsequent inspections at 10 year intervals from the year the building or structure reaches 25 years of age; and

WHEREAS, the Department of Environmental Services is seeking to facilitate the 25-year recertification inspections for City Hall, the Police Station, Fire Station 102 and the Environmental Services Building (collectively, the Facilities”) to evaluate current conditions, identify deficiencies, and determine long-term maintenance and capital improvement needs of the Facilities (the “Project”); and

WHEREAS, the Project will provide the City with a comprehensive evaluation of the conditions of each of the Facilities and the remaining use life expectancy of major building components and systems; and

WHEREAS, pursuant to Request for Qualifications #26-008 (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering services on an as needed basis, including a continuing contract with Lakdas/Yohalem Engineering, Inc. (“Lakdas”), dated July 7, 2026 (the “Continuing Contract”); and

WHEREAS, after reviewing the qualifications of firms under continuing contracts with the City pursuant to the RFQ, City staff determined that Lakdas was the most qualified for the Project and staff negotiated a project scope and fee in an amount not to exceed \$74,900.00, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, City staff recommends the City Commission approve and authorize execution of the Work Authorization with Lakdas, attached as Exhibit “1”, (the “Work Authorization”) in an amount not to exceed \$74,900.00 for the services outlined in Exhibit “A” of the Work Authorization (collectively, the “Services”) for the Project.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Lakdas, attached as Exhibit “1”, for the Services in an amount not to exceed \$74,900.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Lakdas, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are deemed necessary and acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND LAKDAS/YOHALEM ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES REGARDING THE 25 YEAR RECERTIFICATION FOR STRUCTURAL LIFE SAFETY INSPECTIONS

This Work Authorization is entered into this ____ day of _____, 2026, (the "Execution Date") by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and Lakdas/Yohalem Engineering, Inc., a Florida Profit Corporation authorized to do business in the State of Florida (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract approved by the City Commission on July 7, 2026, pursuant to RFQ #26-008, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

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

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

SECTION 1
RECITALS

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

SECTION 2
SCOPE OF SERVICES

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

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant in an amount not-to-exceed \$74,900.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section

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

SECTION 4

TERM OF WORK AUTHORIZATION

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

SECTION 5

TERMINATION OF WORK AUTHORIZATION

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

SECTION 6

CONTINUING CONTRACT

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

SECTION 7

INDEPENDENT CONSULTANT

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

SECTION 8

INDEMNIFICATION / HOLD HARMLESS CLAUSE

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

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

SECTION 9

INSURANCE

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

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

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

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

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed

by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

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

Umbrella or Excess Liability Insurance - An Umbrella or Excess Liability coverage shall be maintained with no less than two million Dollars (\$2,000,000) per occurrence in the aggregate. Coverages shall be follow-form over the following underlying policies: commercial general liability, automobile liability, employer's liability, and professional liability (errors & omissions), where applicable. Umbrella coverage shall be primary and non-contributory to any insurance maintained by the City of Deerfield Beach.

SECTION 10

NON-APPROPRIATION OF FUNDS

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

SECTION 11

MISCELLANEOUS

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

SECTION 12

AUDIT AND INSPECTION RIGHTS

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

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

SECTION 13

AMENDMENTS AND ASSIGNMENT

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

SECTION 14

NOTICES

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

SECTION 15

GOVERNING LAW AND VENUE

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

SECTION 16

HEADINGS, CONFLICT OF PROVISIONS,

WAIVER OR BREACH OF PROVISIONS

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

SECTION 17
NON-DISCRIMINATION

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

SECTION 18
PUBLIC RECORDS

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

SECTION 19
HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 20
FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

In accordance with Section 287.138, Florida Statutes, the Consultant is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 21
SEVERABILITY

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

SECTION 22
SURVIVAL

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

SECTION 23
JOINT PREPARATION

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

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

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

Date: _____, 2026.

Approved As To Form And Legal Sufficiency for the use of and reliance by the City of Deerfield Beach, Florida, only.

Anthony C. Soroka, City Attorney

Attest:

Corporate Secretary

Witnesses: _____

Signature _____

Signature _____

CONSULTANT - LAKDAS/YOHELEM
ENGINEERING, INC.

By: _____
Signature

Print Name: Pravin L. Narayankar

Title: Vice President

Date: September 03, 2026.

EXHIBIT A SCOPE OF SERVICES



LAKDAS / YOHALEM ENGINEERING, INC.
Consulting Engineers EB 0005458
"Zone of Excellence in Engineering" 5
Since 1970

Lakdas Nanayakkara, P.E.
C.Eng., M.I. Str.Eng (London)

Facility 4 is understood to be part of a multi-address municipal utility campus on Goolsby Boulevard. The fee stated in Article 5 covers the occupied Environmental Services / Utilities Maintenance building only. Ancillary buildings

2.0 REGULATORY BASIS

The Building Safety Inspection Program is administered under Broward County Board of Rules and Appeals ("BORA") Policy No. 05-05 and Section 110.15 of the Florida Building Code, Broward County Administrative Provisions. The governing requirements are:

- Buildings and structures twenty-five (25) years of age or older, measured from the date the certificate of occupancy was issued, are subject to inspection, and thereafter at ten (10) year intervals measured from the original required inspection date regardless of when the prior report was filed.
- The Owner must submit a written report on the BORA Structural and Electrical Safety Inspection Report Form, prepared, signed, and sealed by a Florida-licensed Professional Engineer or Florida Registered Architect, within one hundred eighty (180) days of the date the Notice was sent.
- Exemptions from the program are limited to United States Government buildings, State of Florida buildings, schools under the jurisdiction of the Broward County School Board, buildings on Indian reservations, and one- through four-family dwellings of three or fewer habitable stories. Municipal and county-owned facilities are not exempt.
- Where deficiencies are identified, the Owner has one hundred eighty (180) days from the date of the inspection report to complete the required repairs, and the amended report must be issued by the same licensed professional who performed the original inspection.

3.0 SCOPE OF SERVICES — STRUCTURAL LIFE-SAFETY

LYE will perform the structural life-safety portion of the BSIP inspection for each facility, consisting of the following:

- 3.1 Records research and review of available original construction documents, structural drawings, permit history, prior recertification reports, and repair records obtained from the City Building Department and the Owner.
- 3.2 Visual, non-destructive structural life-safety inspection of the accessible primary and secondary structural system, including foundations and visible bearing conditions, columns, bearing and shear walls, beams, joists, floor and roof framing, slabs on grade and elevated slabs, masonry, tie beams and tie columns, lintels, stairs and landings, guardrails and handrails, canopies and porte-cocheres, exterior wall cladding and its attachment, parapets, expansion joints, and site retaining elements.
- 3.3 Assessment of observed distress including concrete spalling, cracking and delamination, exposed and corroded reinforcement, corrosion of embedded and exposed steel, masonry cracking and displacement, wood decay and insect damage, differential settlement, deflection, water intrusion and its structural effect, and evidence of prior unpermitted structural alteration.

- 2211 N.E. 54th Street, Ft. Lauderdale, FL 33308 – (954) 771-0630 – Fax (954) 771-0519
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- Lye@lyengineering.com

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- 3.4 Roof-level observation of the roof structure and roof-mounted equipment supports, and observation of elevated and overhead elements from accessible locations.
- 3.5 Color photographic documentation of representative conditions and of each identified deficiency, keyed to the report narrative.
- 3.6 Preparation and execution of the BORA Structural Safety Inspection Report Form, with a signed and sealed narrative letter stating the structural condition of the facility, whether repairs are required, and whether the facility is safe for continued occupancy under its current occupancy classification.
- 3.7 Immediate notification to the Owner and to the Building Official within twenty-four (24) hours of discovery should any condition constituting an actual or immediate danger of failure or collapse, or any other life-safety hazard, be observed.
- 3.8 Submittal of the completed report package to the City of Deerfield Beach Building Official and response to Building Department review comments pertaining to LYE's structural report.

4.0 DELIVERABLES

For each of the four facilities, LYE will furnish:

- The completed BORA Structural Safety Inspection Report Form signed and sealed.
- A signed and sealed narrative report stating the structural condition and the occupancy determination.
- A color photographic appendix keyed to the narrative.
- A schedule of identified structural deficiencies, prioritized as life-safety, required, or recommended maintenance, to support the Owner's repair budgeting.
- Electronic (PDF) submittal to the Owner and the Building Official, plus two (2) signed and sealed hard copies per facility upon request.

5.0 COMPENSATION

- 5.1 **Lump Sum Fees.** LYE proposes to perform the structural life-safety scope described in Article 3 for the following lump sum fees. The task-level labor build-up supporting these fees is attached as Exhibit A:

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No.	Facility	Structural Lump Sum	Electrical Lump Sum
1	City Hall - 150 N.E. 2nd Avenue	\$ 11,750.00	\$ 8,800.00
2	BSO District Office -300 N.E. Eller Street	\$ 8,250.00	\$ 6,850.00
3	BSO Fire Rescue Station No. 102-1441 FAU Research Park Blvd	\$ 9,800.00	\$ 7,850.00
4	Environmental Services/Utilities - 200 Goolsby Boulevard	\$ 9,800.00	\$ 7,800.00
	Project Coordination and Management	\$ 4,000.00	
	Total - Structural Life Safety, Four (4) Facilities	\$ 43,600.00	\$ 31,300.00

Our total fee for the referenced 4 buildings' 25-year life safety inspection would be \$74,900

5.2 Basis of Fee. The lump sum fees assume one (1) mobilization per facility, inspection during normal business hours, and Owner-provided access to all areas requiring observation, including roofs, mechanical spaces, secured areas, and detention and evidence areas within the facilities occupied by the Broward Sheriff's Office.

5.3 Unit Price Schedule — Additional Structures and Elements. Elements or structures not included in the lump sum fees will be added, if authorized in writing, on an hourly basis or a pre-approved lump sum fee.

Item	Unit Price
Post-repair re-inspection and amended sealed report, per facility	\$1,850

5.4 Hourly Rate Schedule — Additional Services. Services beyond the scope of Article 3, if authorized in writing, will be invoiced at:

Classification	Rate
Principal / Professional Engineer of Record	\$220 / hour
Project Engineer, P.E.	\$185 / hour
Staff Engineer / Engineer Intern	\$135 / hour
Field Technician	\$105 / hour
Administrative / CAD	\$105 / hour

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6.0 SCHEDULE AND STAFFING

- 6.1 Staffing.** The field inspection will be performed by a two (2) person team consisting of a Project Engineer, P.E. and a Field Technician. All reports will be reviewed, signed and sealed by the Professional Engineer of Record. LYE does not propose a single-inspector approach for this work; a two-person team is required for safe access to roofs and elevated locations and for concurrent observation and photographic documentation.
- 6.2 Minimum Duration.** LYE requires a minimum of two (2) weeks — ten (10) working days — with the two-person team described above to complete the field inspection and field documentation of all four (4) facilities. This is a minimum duration, not a target, and assumes continuous and uninterrupted access to every facility during that period. Deferred access, escort delays, occupied-area restrictions, or the discovery of conditions requiring extended observation will extend this duration, and LYE will notify the Owner in writing before any such extension affects the submittal schedule.
- 6.3 Budgeted Effort.** The lump sum fees in Article 5.1 are based on a total budgeted effort of one hundred eighty-one and one-half (181.5) labor hours across all four facilities, allocated by task and classification as shown in Exhibit A.
- 6.4 Milestones.** LYE will commence records research within five (5) business days of written authorization. Signed and sealed reports will be delivered within thirty (30) calendar days of completion of the field inspection for each facility. LYE will sequence the work so that all four report packages are submitted in advance of the 180-day statutory deadline, provided written authorization and facility access are received in sufficient time. Should the Owner require additional time, LYE will prepare the written extension request and supporting sealed statement contemplated by the program on the Owner's behalf.
- 6.5 Assessment Duration.** Based on the staffing and milestones described above, LYE anticipates a total duration of approximately eight (8) weeks — sixty (60) calendar days — from receipt of written authorization to delivery of the final signed and sealed assessment reports for all four (4) facilities. This anticipated duration is allocated as follows: (a) records research and inspection scheduling, approximately one (1) to two (2) weeks following written authorization; (b) field inspections at the four (4) facilities, a minimum of two (2) weeks — ten (10) working days — with the two-person team described in Article 6.1; and (c) preparation, internal review, and sealing of the final assessment report package for each facility, within thirty (30) calendar days of completion of its field inspection. The anticipated duration assumes timely receipt of the Owner-furnished items described in Article 8.0 and continuous facility access as described in Article 6.2; deferred access, escort delays, or the discovery of conditions requiring extended observation will extend the overall duration accordingly, and LYE will notify the Owner in writing of any such extension.

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7.0 EXCLUSIONS

The following are expressly excluded from this proposal:

- The electrical portion of the BORA report form will be performed by an electrical professional under the LYE contract.
- Repair design, concrete restoration documents, permit drawings, specifications, bidding assistance, and construction administration.
- Destructive or invasive testing of any kind, including concrete coring, chloride ion sampling, reinforcement scanning, petrographic analysis, and laboratory materials testing.
- Threshold building special inspector services under the Florida Building Code.
- Roofing system, mechanical, plumbing, fire protection, life-safety systems, elevator, ADA accessibility, asbestos, lead, mold, and indoor air quality assessments.
- Surveying, geotechnical investigation, settlement monitoring, and instrumentation.
- Wind load, seismic, or gravity load code-compliance analysis of the existing structure, and evaluation for change of occupancy or added loading.
- Inspection of areas that are concealed, inaccessible, or that require removal of finishes, equipment, stored materials, or Owner property to observe.
- Permit, filing, and administrative fees payable to the City of Deerfield Beach or Broward County.

8.0 OWNER-FURNISHED ITEMS AND ASSUMPTIONS

LYE's fee and schedule are predicated on the following:

- The Owner will furnish copies of the Notice of Required Building Safety Inspection for each facility, together with available original construction documents, structural drawings, prior recertification reports, and repair and maintenance records.
- The Owner will provide safe and timely access to all areas requiring observation, including roofs, crawl spaces, mechanical rooms, attics, and secured law enforcement areas, and will provide escort where required by the Broward Sheriff's Office.
- The Owner will remove or relocate stored materials, equipment, and vehicles where necessary to permit observation of structural elements.
- Facilities will remain occupied and operational during the inspections; no after-hours or weekend work is included.

Sincerely,

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C.Eng., M.I. Str.Eng (London)

Lakdas Nanayakkara, P.E. 37590

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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-524

Agenda Date: 9/14/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Gallo Architects & Development Consultants, Inc. to provide professional services related to life safety assessments, kitchen improvements, HVAC evaluations and building hardening for Fire Station No. 4 and Fire Station No. 75 in an amount not to exceed \$144,500.00, plus a 15% city contingency in the amount of \$21,675.00 to address unforeseen conditions and necessary adjustments during the project; providing for execution and an effective date. (Funds from Account #100-200-340-1906-000-52900-506022 - General Fund/ Public Safety Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$166,175.00 (\$144,500 For Consultant; and City Contingency of \$21,675.00)

Account Name: General Fund / Public Safety Buildings

Account Number: 100-200-340-1906-000-52900-506022

Background/History

The City of Deerfield Beach continuously evaluates its municipal infrastructure to ensure operational readiness, structural integrity, and safety for emergency personnel and City residents. As the City is currently in the process of creating its own police and fire departments, ensuring that municipal public safety facilities are fully upgraded, structurally hardened, and code-compliant is of paramount importance. Fire Station #4 and Fire Station #75 are critical facilities within the City's public safety network, requiring ongoing assessment, modernization, and structural hardening to support this strategic transition and withstand severe weather events.

Ensuring that these fire stations are properly evaluated and retrofitted is vital for maintaining uninterrupted emergency response capabilities, improving workplace health and safety (such as essential kitchen improvements and HVAC upgrades), and protecting critical city assets against environmental and life safety hazards as the City expands its internal public safety operations. Gallo Herbert Architects, Inc., has previously been qualified as a professional firm to provide architectural and engineering services for municipal projects in the City.

Current Activity

City Staff selected Gallo Architects & Development Consultants, Inc., through the Consultants' Competitive Negotiation Act (CCNA) process, as the top-ranked consultant in their specific discipline and the most qualified for this project. This assignment constitutes the first rotation under their

contract, to provide comprehensive architectural and engineering design services divided across the two fire station locations as follows:

- Fire Station #4: Scope of services includes a Life Safety Assessment, Kitchen Improvements, HVAC Evaluation, and Building Hardening.
- Fire Station #75: Scope of services includes Life Safety Improvements, Facility Renovations, and Building Hardening.

Approval of this Work Authorization will enable the design team to advance engineering plans and architectural specifications necessary to address existing facility deficiencies, enhance structural resilience, and proceed toward competitive bidding and subsequent construction phases.

Recommendation

Staff recommends that the City Commission approve a Work Authorization with Gallo Architects & Development Consultants, Inc., for architectural and engineering design services for Life Safety Assessment, Kitchen Improvements, HVAC Evaluation and Building Hardening of Fire Station #4 and Life Safety Improvements and Facility Renovations and Building Hardening of Fire Station #75, in an amount not to exceed \$144,500.00 plus a 15% City contingency (\$21,675.00).

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS, INC. TO PROVIDE PROFESSIONAL SERVICES RELATED TO LIFE SAFETY ASSESSMENTS, KITCHEN IMPROVEMENTS, HVAC EVALUATIONS AND BUILDING HARDENING FOR FIRE STATION NO. 4 AND FIRE STATION NO. 75 IN AN AMOUNT NOT TO EXCEED \$144,500.00, PLUS A 15% CITY CONTINGENCY IN THE AMOUNT OF \$21,675.00 TO ADDRESS UNFORSEEN CONDITIONS AND NECESSARY ADJUSTMENTS DURING THE PROJECT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City continuously evaluates its municipal infrastructure to ensure operational readiness, structural integrity, and safety for emergency personnel and city residents; and

WHEREAS, the City is currently in the process of establishing its own police and fire departments, and ensuring that municipal public safety facilities are fully upgraded, structurally hardened, and code compliant; and

WHEREAS, Fire Stations 4 and 75 are critical facilities within the City's public safety network, requiring ongoing assessment, modernization, and structural hardening to support the strategic transition and withstand severe weather events; and

WHEREAS, pursuant to Request for Qualifications #26-008 (the "RFQ") and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering services on an as needed basis, including a continuing contract with Gallo Architects & Development Consultants, Inc. ("Gallo"), dated July 7, 2026 (the "Continuing Contract"); and

WHEREAS, after reviewing the qualifications of firms under continuing contracts with the City pursuant to the RFQ, City staff determined that Gallo was the most qualified for the required services, and City staff requested a proposal and negotiated a project scope and fee in an amount not to exceed \$144,500.00, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, City staff has determined that this project should include a City contingency amount of \$21,675.00 (15%) to address unforeseen conditions or necessary adjustments during the project; and

WHEREAS, City staff recommends the City Commission approve and authorize execution of the Work Authorization with Gallo, attached as Exhibit “1”, (the “Work Authorization”) in an amount not to exceed \$144,500.00 for the services outlined in Exhibits “A” & “B” of the Work Authorization (collectively, the “Services”), and approve a 15% City contingency in the amount of \$21,675.00 to address unforeseen conditions or necessary adjustments during the project, for a total amount not to exceed of \$166,175.00.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Gallo, attached as Exhibit “1”, for the Services in an amount not to exceed \$144,500.00, and approves a City contingency in the amount of \$21,675.00 (15%) to address unforeseen conditions or necessary adjustments during the project.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Gallo, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as deemed necessary and acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS, INC. FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES RELATING TO LIFE SAFETY IMPROVEMENTS AND FACILITY RENOVATIONS FOR FIRE STATION 4 AND FIRE STATION 75

This Work Authorization is entered into this ____ day of _____, 2026, (the "Execution Date") by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and Gallo Architects & Development Consultants, Inc., a Florida Profit Corporation authorized to do business in the State of Florida (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract approved by the City Commission on July 7, 2026, pursuant to RFQ #26-008, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

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

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

SECTION 1
RECITALS

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

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" for Fire Station 4 and Exhibit "B" for Fire Station 75 to this Work Authorization (collectively, the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant in an amount not-to-exceed \$144,500.00 as further detailed in Exhibits "A" and "B". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination

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

SECTION 4

TERM OF WORK AUTHORIZATION

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

SECTION 5

TERMINATION OF WORK AUTHORIZATION

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

SECTION 6

CONTINUING CONTRACT

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

SECTION 7

INDEPENDENT CONSULTANT

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

SECTION 8

INDEMNIFICATION / HOLD HARMLESS CLAUSE

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

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

SECTION 9 **INSURANCE**

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to

the date of their expiration.

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

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

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

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

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

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

Umbrella or Excess Liability Insurance - An Umbrella or Excess Liability coverage shall be maintained with no less than two million Dollars (\$2,000,000) per occurrence in the aggregate. Coverages shall be follow-form over the following underlying policies: commercial general liability, automobile liability, employer's liability, and professional liability (errors & omissions), where applicable. Umbrella coverage shall be primary and non-contributory to any insurance maintained by the City of Deerfield Beach.

SECTION 10 **NON-APPROPRIATION OF FUNDS**

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

SECTION 11 **MISCELLANEOUS**

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

SECTION 12
AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13
AMENDMENTS AND ASSIGNMENT

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

SECTION 14
NOTICES

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

SECTION 15
GOVERNING LAW AND VENUE

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

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

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

SECTION 17
NON-DISCRIMINATION

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

SECTION 18
PUBLIC RECORDS

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

SECTION 19
HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 20
FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

In accordance with Section 287.138, Florida Statutes, the Consultant is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138,

Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 21
SEVERABILITY

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

SECTION 22
SURVIVAL

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

SECTION 23
JOINT PREPARATION

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

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

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

Date: _____, 2026.

Approved As To Form And Legal
Sufficiency for the use of and
reliance by the City of Deerfield
Beach, Florida, only.

Anthony C. Soroka, City Attorney

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS, INC. FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES RELATING TO LIFE SAFETY IMPROVEMENTS AND FACILITY RENOVATIONS FOR FIRE STATION 4 AND FIRE STATION 75

Attest:

Heather Chavot
Corporate Secretary

Witnesses:

[Signature]
Signature

[Signature]
Signature

CONSULTANT - GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS, INC.

By: [Signature]
Signature

Print Name: BRIAN P. HENSEN

Title: CEO

Date: 9/9, 2026.

EXHIBIT A
SCOPE OF SERVICES FOR FIRE STATION NO. 4
(SEE ATTACHED)

EXHIBIT "B"
SCOPE OF SERVICES FIRE STATION NO. 75
(SEE ATTACHED)

EXHIBIT "A" SCOPE OF SERVICES FIRE STATION NO. 4



PROFESSIONAL SERVICES PROPOSAL

Fire Station 4

**Life Safety Assessment, Kitchen Improvements, and HVAC Evaluation
and Building Hardening.**

Prepared for

City of Deerfield Beach

Deerfield Beach, Florida

September 3, 2026

Gallo Herbert Architects, Inc.

d/b/a GHA Architects & Development Consultants

PROPOSAL OVERVIEW

Project: Fire Station 4 - Life Safety Assessment, Kitchen Improvements, and HVAC Evaluation

Owner: City of Deerfield Beach

Architect: Gallo Herbert Architects, Inc., d/b/a GHA Architects & Development Consultants ("GHA")

Proposal Date: September 3, 2026

GHA understands the City seeks an integrated architectural and engineering effort to enhance life safety, modernize the kitchen, evaluate and upgrade the commercial kitchen hood and associated HVAC systems, improve Fire Rescue operations, and prepare coordinated documents suitable for permitting, bidding, and construction. The project is centered on establishing the code-required second-floor occupant load; evaluating a code-compliant second-floor means of egress, including the potential need for two protected exit stairwells; and coordinating kitchen, hood, ventilation, building-pressurization, and HVAC improvements.

PROJECT PRIORITIES

- Life safety first: establish the second-floor occupant load and evaluate/design a code-compliant means of egress, including the potential need for two protected exit stairwells.
- Design envelope hardening to improve hurricane wind and impact resistance overall with emphasis on components and cladding. Focus on glazing, doors and operational equipment. Recommend FBC Cat. III Class as typical for EMOCs.
- Operational continuity: develop practical solutions that support Fire Rescue personnel and minimize unnecessary disruption to an occupied public-safety facility.
- Kitchen and hood modernization: improve kitchen functionality, workflow, durability, and maintainability while upgrading the commercial hood/exhaust system to meet current code and operational needs.
- Integrated code and HVAC performance: coordinate architectural, structural, mechanical, electrical, plumbing, fire protection, accessibility, life-safety, ventilation, and building-pressurization requirements.
- Permit-ready documentation: deliver signed and sealed drawings, technical specifications, bid line items, and an Opinion of Probable Construction Cost, with permit response support through approval.

1. PROJECT INFORMATION

Project Name	Fire Station 4 - Life Safety Assessment, Kitchen Improvements, and HVAC Evaluation
Project Location	Fire Station 4, Deerfield Beach, Florida
Owner	City of Deerfield Beach
Owner Representative	Wallace Perkins – WPerkins@DeerfieldBeachFL.org

2. STANDARD OF CARE

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing under similar circumstances in the same or similar locality. No other warranty or guarantee is expressed or implied.

3. SCOPE OF BASIC SERVICES

GHA will provide the architectural and engineering services described in Exhibit A. The Basic Services are organized to evaluate existing conditions, establish the code and life-safety approach and second-floor occupant load, develop kitchen and commercial hood improvements, evaluate HVAC impacts and required rebalancing/upgrades, prepare coordinated construction documents, and support jurisdictional review through permit approval.

4. CONSULTANTS

Engineering services required to complete the design are anticipated to be provided by independent Florida-licensed consultants coordinated by GHA, as applicable to the final design solution as stated below. Said consultants must be as listed in GHA's proposal submittal for RFQ 26-008 and prior to retaining the consultants, GHA shall advise City and obtain City's approval. Any such services may require an amendment to the Work Authorization.

- a. Mechanical (HVAC), Ventilation & Building Pressurization Engineering
- b. Electrical Engineering
- c. Plumbing Engineering
- d. Fire Protection / Fire Sprinkler Engineering or delegated design coordination, as applicable
- e. Fire Alarm / Notification coordination, as applicable
- f. Limited Structural Engineering.

5. PERMIT & BID ASSISTANCE

GHA will coordinate and submit the design documents to applicable jurisdictional review agencies, respond to plan-review comments, prepare required design revisions through permit approval, and provide bid-phase clarifications as described in Exhibit A. Permit expediting services and governmental permit/application fees are excluded unless specifically added by written authorization.

6. PRE-CONSTRUCTION AND CONSTRUCTION PHASE SERVICES

The City-provided Scope of Work is focused on design, permitting, and bid documentation. Unless a construction-phase fee is added to Exhibit A, construction-phase services are not included in the Basic Services and may be provided as Additional Services on an hourly basis in accordance with Exhibit B. Such services may include pre-construction meeting attendance, submittal/shop-drawing review, RFI review, periodic site visits, and Owner-Architect-Contractor meetings.

7. DELIVERABLES

- a. Existing Conditions Assessment Report
- b. Code and Life Safety Analysis, including second-floor occupant-load analysis
- c. Means-of-egress recommendations and kitchen renovation concepts / recommended layout
- d. Kitchen hood and HVAC evaluation report; signed and sealed construction drawings
- e. Technical specifications and bid documents
- f. Engineer's Opinion of Probable Construction Cost
- g. Bid line items

- h. Electronic deliverables in PDF and AutoCAD formats
- i. Permit application support and written responses to jurisdictional review comments through permit approval

8. SERVICES NOT INCLUDED

Unless specifically included by written amendment, services excluded from Basic Services include: civil engineering and site infrastructure design not directly required for the proposed building work; current boundary/ALTA survey; geotechnical services; landscape architecture; renderings; LEED/certification services; commissioning; environmental or hazardous-material surveys/testing; destructive testing; as-built/record drawings; permit expediting; permit and agency fees; legal proceedings; and construction administration beyond the services expressly included in Exhibit A. Detailed contractor cost estimating is excluded; the required design-professional Opinion of Probable Construction Cost and the SOW-required coordination for budget pricing/proposals from qualified kitchen hood manufacturers/installers are included.

9. COMPENSATION

Basic Services Fixed Fee	\$ 89,000.00 (see Exhibit A)
Hourly / Additional Services	Per Exhibit B - 2026 Hourly Billing Rates
Reimbursable Expenses	Per Exhibit C - 2026 Reimbursable Expenses
Retainer	

10. ADDITIONAL SERVICES

Services beyond the scope of Basic Services, services required because of material changes in the project scope, or services necessitated by circumstances outside GHA's control shall be authorized in writing through an Additional Work Authorization (AWA), owner authorization email, or other written amendment and will be billed in accordance with Exhibit B unless otherwise agreed.

EXHIBIT A

PROJECT-SPECIFIC BASIC SERVICES & FEE SCHEDULE

Fire Station 4 - Life Safety Assessment, Kitchen Improvements, and HVAC Evaluation

A. PROJECT OBJECTIVE

Enhance overall life safety by evaluating and implementing a code-compliant second-floor means of egress, including the potential need for two protected exit stairwells; establish the code-required occupant load for the second floor; modernize the kitchen facilities; upgrade the commercial kitchen hood and associated HVAC systems; improve operational efficiency for Fire Rescue personnel; support firefighter recruitment and retention by enhancing station functionality; and reduce long-term maintenance and lifecycle costs. GHA will develop practical, cost-effective, and code-compliant solutions while preparing complete construction documents suitable for permitting, bidding, and construction.

B. BASIC SERVICES BY PHASE

1. Existing Conditions Assessment / Due Diligence

- Conduct a comprehensive site visit and field investigation of Fire Station 4 sufficient to document the areas and systems affected by the proposed improvements.
- Review existing architectural, structural, mechanical, electrical, plumbing, fire protection, and life-safety systems associated with the project areas.
- Review available record drawings and compare them with observable field conditions.
- Prepare or update AutoCAD existing-condition drawings for the affected project areas to the level needed for design.
- Identify observed deficiencies affecting code compliance, operational efficiency, long-term maintainability, and the proposed scope.
- Prepare an Existing Conditions Assessment Report summarizing relevant findings and design implications.

2. Code & Life Safety Analysis

- Evaluate the existing second-floor means of egress and determine the modifications necessary to provide a code-compliant means of egress.
- Assess whether two protected exit stairwells are required to serve the second floor in accordance with the applicable Florida Building Code, Florida Fire Prevention Code, NFPA standards, and requirements of the authority having jurisdiction.
- Determine and document the code-required occupant load for the second floor and identify improvements necessary to achieve compliance.
- Coordinate with the City's Fire Rescue Department and Fire Marshal regarding life-safety requirements and recommendations currently under evaluation, and coordinate the proposed approach with applicable accessibility, building, fire/life-safety, and related code requirements.
- Prepare a Code and Life Safety Analysis documenting the occupant-load determination, means-of-egress evaluation, protected-stair requirements, and recommended compliance approach

3. Conceptual / Schematic Design

- Develop conceptual alternatives for the second-floor means of egress, including potential protected exit-stair solutions, considering constructability, operational impacts, code compliance, and cost effectiveness.
- Evaluate the existing kitchen and develop conceptual layouts that improve functionality, workflow, durability, maintainability, and operational efficiency; identify and recommend the preferred alternative.
- Evaluate the existing commercial kitchen hood and exhaust system; develop conceptual improvement or replacement options; and coordinate kitchen layouts, cabinetry, countertops, appliances, plumbing fixtures, electrical service, lighting, flooring, finishes, ventilation/HVAC impacts, and associated building modifications.
- Conduct design review meetings with the City to confirm the preferred egress, kitchen, hood, and HVAC concepts and project priorities before advancing the design.

4. Design Development & Multidisciplinary Coordination

- Refine the approved conceptual design into coordinated architectural, life-safety, kitchen, hood/exhaust, HVAC, structural, electrical, plumbing, and fire-protection systems.
- Coordinate architectural drawings with structural, mechanical/HVAC, electrical, plumbing, fire protection, accessibility, and life-safety requirements.
- Develop demolition, floor plan, reflected ceiling, interior elevation/detail, life-safety, occupant-load, egress, door/hardware, finish, and code information as required for the project.
- Coordinate structural support and modifications associated with protected exit-stair solutions, openings, kitchen hood/exhaust equipment, and other affected building elements, as required.
- Design required commercial kitchen hood/exhaust improvements or replacement; evaluate impacts on the existing HVAC system and building pressurization; determine rebalancing and mechanical upgrades needed to maintain proper ventilation and overall building performance; and coordinate associated MEP and fire-protection modifications. Coordinate with qualified kitchen hood manufacturers/installers to obtain budget pricing or assist the City in obtaining proposals for the recommended system.

5. Construction Documents

- Prepare signed and sealed construction drawings and technical specifications suitable for permitting, bidding, and construction.
- Prepare technical specifications and bid documents appropriate to the project scope.
- Develop bid line items to support the City's procurement process.
- Prepare an Engineer's / Design Professional's Opinion of Probable Construction Cost based on the completed design documents.
- Complete multidisciplinary quality-control and coordination review prior to permit submission.

Provide final electronic deliverables in PDF and AutoCAD formats.

6. Permitting & Jurisdictional Review Support

- Prepare and submit design documents to applicable jurisdictional review agencies as required by the City's permitting process.
- Respond to plan-review comments and prepare design revisions required to address comments through permit approval.
- Attend coordination meetings with the City and regulatory agencies as reasonably necessary to resolve design-review issues.

- Coordinate consultant responses and revised documents associated with the permit review.

7. Bid / Procurement Support

- Provide reasonable written responses to bidder questions and design-related RFIs during the City's bid period.
- Issue design clarifications or addenda information, when required, for items within the Basic Services scope.
- Assist the City with interpretation of the design intent during procurement. Contractor means/methods, substitutions requiring redesign, or extensive rebidding support are Additional Services unless otherwise agreed.

C. DELIVERABLES

- Existing Conditions Assessment Report
- Code and Life Safety Analysis
- Second-floor occupant-load analysis
- Means-of-egress evaluation and recommendations
- Kitchen renovation concepts and recommended layout
- Kitchen hood and HVAC evaluation report
- Signed and sealed construction drawings
- Technical specifications
- Engineer's / Design Professional's Opinion of Probable Construction Cost
- Bid line items
- Electronic deliverables in PDF and AutoCAD formats
- Permit application support and jurisdictional review responses through permit approval

D. OWNER INFORMATION / SERVICES

The following information and services are to be provided by the Owner, when available, and may affect schedule or scope if not available:

- Available record drawings, prior renovation drawings, reports, and other existing Fire Station 4 facility documentation.
- Access to Fire Station 4 for field verification, consultant site visits, and coordination with Fire Rescue personnel.
- Identification of City project manager, decision makers, operational stakeholders, procurement requirements, and required design submittal milestones.
- Existing surveys or site information required for the work. A new ALTA/boundary survey is not included unless specifically authorized.
- Timely review and consolidated written comments at design milestones.
- Payment of permit, application, impact, inspection, and agency fees unless specifically included by amendment.

E. ASSUMPTIONS & PROJECT PARAMETERS

- The facility is an existing occupied public-safety building. GHA will coordinate design work to support continued operations, but phasing, temporary facilities, contractor logistics, and means/methods remain the responsibility of the Owner and Contractor unless specifically added.
- The design will be based on observable existing conditions and available record information. Concealed conditions that cannot be reasonably observed without destructive investigation are not included in the Basic Services.
- Hazardous-material identification, testing, abatement design, and environmental consulting are excluded. If suspect

materials are encountered, the City will retain appropriate specialists.

- Fire sprinkler and fire alarm work will be coordinated to the extent required by the design. Detailed delegated-design/shop drawings by specialty contractors remain the contractor's responsibility were permitted by code and the authority having jurisdiction.

- An Opinion of Probable Construction Cost is an estimate based on professional judgment and available design information; actual bids and construction costs may vary.
- The Basic Services include reasonable permit comment responses for the submitted design. Redesign caused by Owner-directed scope changes, newly discovered concealed conditions, or code/regulatory changes after completion of the applicable phase may be Additional Services.

F. PROJECT SCHEDULE

The project schedule will be established with the City following execution of the Work Authorization to proceed and confirmation of required review milestones. GHA will proceed diligently, but the schedule is dependent on timely Owner decisions, consultant coordination, availability of existing information, and jurisdictional review durations.

G. COMPENSATION / BILLING

Phase	Basis	Fee
Existing Conditions / Due Diligence	Fixed Fee	\$ 10,500.00
Code & Life Safety Analysis	Fixed Fee	\$ 2,500.00
HVAC Assessment & Report	Fixed Fee	\$ 6,300.00
Conceptual / Schematic Design	Fixed Fee	\$ 4,500.00
Design Development	Fixed Fee	\$ 3,500.00
Construction Documents	Fixed Fee	\$15,000.00
Building Hardening Arch.	Fixed Fee	\$25,000.00
Bldg. Hardening Struct.	Fixed Fee	\$2,500.00
MEP Engineering Fee	Fixed Fee	\$12,200.00
Permitting & Bid Support	Fixed fee	\$ 4,500.00
Misc. Structural Engineering	Fixed Fee	\$ 2,500.00
TOTAL BASIC SERVICES	Fixed Fee	\$ 89,000.00

EXHIBIT B

HOURLY BILLING RATES - 2026 SCHEDULE

Classification	2026 Billing Rate
Principal	\$290.00 per Hour
Licensed Architect	\$250.00 per Hour
Project Architect	\$225.00 per Hour
Project Manager	\$190.00 per Hour
Design Architect	\$175.00 per Hour
Licensed Interior Designer	\$175.00 per Hour
Construction Contract Admin.	\$125.00 per Hour
Estimator	\$125.00 per Hour
AutoCAD Level I	\$125.00 per Hour
AutoCAD Level II	\$115.00 per Hour
Graphic Designer	\$115.00 per Hour
Administrative Financial	\$115.00 per Hour
Administrative Support	\$75.00 per Hour

*Hourly Rates fluctuate from year to year and will be billed in accordance with the rate schedule in effect during the year in which the service was rendered as of January 1 of each year. Gallo Herbert Architects reserves the right to issue a revised rate schedule at the commencement of the New Year, which will be in effect the date of issuance.

EXHIBIT C

REIMBURSABLE EXPENSES - 2026 SCHEDULE

Direct Expense	Cost per Unit
Color copies - 8.5 x 11	\$0.80
Color copies - 8.5 x 14, 11 x 17, or 12 x 18	\$1.50
Color 24 x 36 / plots	\$3.67 per sq. ft.
Black & white copies - any size up to 11 x 17	\$0.20
24 x 36 blackline	\$0.50 per sq. ft.
30 x 42 blackline	\$0.50 per sq. ft.
Mounted display board - up to 30 x 40	\$50.00
Mounted display board - 40 x 60 and larger	\$75.00
3-ring binder, 1 inch	\$3.00
Spiral binding	\$2.50
Digital flash drive	\$5.00
Overnight packages	per service
Courier & delivery services	per service
Postage - 1st Class	Current U.S. Postal Rate
Mileage - per IRS rate as of contract date	\$0.725 / Mile
Any other expenses	Cost plus 15% carrying charge

*Reimbursable Expenses fluctuate from year to year and will be billed in accordance with the rate schedule in effect during the year in which the service was rendered as of January 1 of each year. Gallo Herbert Architects reserves the right to issue a revised rate schedule at the commencement of the New Year, which will be in effect the date of issuance.



PROFESSIONAL SERVICES PROPOSAL

Fire Station 75

Life Safety Improvements and Facility Renovations and Building Hardening

Prepared for

City of Deerfield Beach

Deerfield Beach, Florida

September 3, 2026

GHA Architects Development Consultants, Inc.

d/b/a GHA Architects & Development Consultants



PROPOSAL OVERVIEW

Project: Fire Station 75 - Life Safety Improvements and Facility Renovations

Owner: City of Deerfield Beach

Architect: Gallo Herbert Architects, Inc., d/b/a GHA Architects & Development Consultants ("GHA")

Proposal Date: September 3, 2026

GHA understands the City seeks an integrated architectural and engineering effort to improve life safety, modernize the existing kitchen, support Fire Rescue operations, and prepare coordinated documents suitable for permitting, bidding, and construction. The project is centered on a code-compliant second means of egress from the second floor, evaluation of the potential connection through the existing separation wall into the Ocean Rescue area, and the associated evaluation/modification of the Ocean Rescue stair enclosure and life-safety systems.

PROJECT PRIORITIES

- Life safety first: evaluate and design a code-compliant second means of egress for the second floor.
- Design envelope hardening to improve hurricane wind and impact resistance overall with emphasis on components and cladding. Focus on glazing, doors and operational equipment. Recommend FBC Cat. III Class as typical for EMOCs.
- Operational continuity: develop practical solutions that support Fire Rescue personnel and minimize unnecessary disruption to an occupied public-safety facility.
- Kitchen modernization: improve functionality, durability, maintainability, and operational efficiency through coordinated architectural and MEP improvements.
- Integrated code compliance: coordinate architectural, structural, mechanical, electrical, plumbing, fire protection, accessibility, and life-safety requirements.
- Permit-ready documentation: deliver signed and sealed drawings, technical specifications, bid line items, and an Opinion of Probable Construction Cost, with permit response support through approval.

1. PROJECT INFORMATION

Project Name	Fire Station 75 - Life Safety Improvements and Facility Renovations
Project Location	Fire Station 75, Deerfield Beach, Florida
Owner	City of Deerfield Beach
Owner Representative	Wallace Perkins – WPerkins@DeerfieldBeachFL.org

2. STANDARD OF CARE

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing under similar circumstances in the same or similar locality. No other warranty or guarantee is expressed or implied. .

3. SCOPE OF BASIC SERVICES

GHA will provide the architectural and engineering services described in Exhibit A. The Basic Services are organized to evaluate existing conditions, establish the code and life-safety approach, develop the renovation design, prepare coordinated construction documents, and support jurisdictional review through permit approval.

4. CONSULTANTS

Engineering services required to complete the design are anticipated to be provided by independent Florida-licensed consultants coordinated by GHA, as applicable to the final design solution as stated below. Said consultants must be as listed in GHA's proposal submittal for RFQ 26-008 and prior to retaining the consultants, GHA shall advise City and obtain City's approval. Any such services may require an amendment to the Work Authorization.

- Structural Engineering
- Mechanical (HVAC) Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection / Fire Sprinkler Engineering or delegated design coordination, as applicable
- Fire Alarm / Notification coordination, as applicable

5. PERMIT & BID ASSISTANCE

GHA will coordinate and submit the design documents to applicable jurisdictional review agencies, respond to plan-review comments, prepare required design revisions through permit approval, and provide bid-phase clarifications as described in Exhibit A. Permit expediting services and governmental permit/application fees are excluded unless specifically added by written authorization.

6. PRE-CONSTRUCTION AND CONSTRUCTION PHASE SERVICES

The City-provided Scope of Work is focused on design, permitting, and bid documentation. Unless a construction-phase fee is added to Exhibit A, construction-phase services are not included in the Basic Services and may be provided as Additional Services on an hourly basis in accordance with Exhibit B. Such services may include pre-construction meeting attendance, submittal/shop-drawing review, RFI review, periodic site visits, and Owner-Architect-Contractor meetings.

7. DELIVERABLES

- Existing Conditions Assessment Report
- Code and Life Safety Analysis
- Conceptual design
- Signed and sealed construction drawings
- Technical specifications and bid documents
- Engineer's Opinion of Probable Construction Cost
- Bid line items
- Electronic deliverables in PDF and AutoCAD formats
- Permit application support and written responses to jurisdictional review comments through permit approval

8. SERVICES NOT INCLUDED

Unless specifically included by written amendment, services excluded from Basic Services include: civil engineering and site infrastructure design not directly required for the proposed building work; current boundary/ALTA survey; geotechnical services; landscape architecture; renderings; LEED/certification services; commissioning; environmental or hazardous-material surveys/testing; destructive testing; as-built/record



drawings; permit expediting; permit and agency fees; legal proceedings; and construction administration beyond the services expressly included in Exhibit A. Detailed contractor cost estimating is excluded; the required design-professional Opinion of Probable Construction Cost is included.

9. COMPENSATION

Basic Services Fixed Fee	\$ 55,500.00 (see Exhibit A)
Hourly / Additional Services	Per Exhibit B - 2026 Hourly Billing Rates
Reimbursable Expenses	Per Exhibit C - 2026 Reimbursable Expenses
Retainer	

10. ADDITIONAL SERVICES

Services beyond the scope of Basic Services, services required because of material changes in the project scope, or services necessitated by circumstances outside GHA's control shall be authorized in writing through an Additional Work Authorization (AWA), owner authorization email, or other written amendment and will be billed in accordance with Exhibit B unless otherwise agreed.

..

EXHIBIT A

PROJECT-SPECIFIC BASIC SERVICES & FEE SCHEDULE

Fire Station 75 - Life Safety Improvements and Facility Renovations

A. PROJECT OBJECTIVE

Enhance overall life safety, improve operational efficiency for Fire Rescue personnel, modernize the existing kitchen facilities, and reduce long-term maintenance and lifecycle costs. GHA will develop practical, cost-effective, and code-compliant solutions that support the City's operational needs while preparing complete construction documents suitable for permitting, bidding, and construction.

B. BASIC SERVICES BY PHASE

1. Existing Conditions Assessment / Due Diligence

- Conduct site visits and field investigations of Fire Station 75 sufficient to document the areas affected by the proposed improvements.
- Review existing architectural, structural, mechanical, electrical, plumbing, fire protection, and life-safety systems associated with the project areas.
- Review available record drawings and compare them with observable field conditions.
- Prepare or update AutoCAD existing-condition drawings for the affected project areas to the level needed for design.
- Identify observed deficiencies affecting code compliance, operations, maintainability, and the proposed scope.
- Prepare an Existing Conditions Assessment Report summarizing relevant findings and design implications.

2. Code & Life Safety Analysis

- Evaluate the existing second-floor means of egress and identify requirements for a code-compliant second means of egress.
- Evaluate the feasibility of providing an exit from the second-floor bunk room through the existing separation wall into the Ocean Rescue area.
- Evaluate the existing stairwell within the Ocean Rescue area and identify modifications needed to satisfy applicable building and fire code requirements, including fire-resistance ratings, stair enclosure requirements, smoke protection, egress continuity, door/hardware requirements, and occupant safety.
- Coordinate the proposed approach with applicable accessibility, building, fire/life-safety, and related code requirements.
- Prepare a Code and Life Safety Analysis documenting the proposed compliance approach.

3. Conceptual / Schematic Design

- Develop conceptual alternatives for the second means of egress and associated Ocean Rescue-area modifications, considering constructability, operational impacts, code compliance, and cost effectiveness.
- Evaluate the existing kitchen and develop a renovation concept that improves functionality, durability, maintainability, and operational efficiency.
- Coordinate proposed kitchen layouts, cabinetry, countertops, appliances, plumbing fixtures, electrical service, lighting, flooring, finishes, ventilation/HVAC impacts, and associated building modifications.

- Conduct design review meetings with the City to confirm the preferred concept and project priorities before advancing the design.

4. Design Development & Multidisciplinary Coordination

- Refine the approved conceptual design into coordinated architectural and engineering systems.
- Coordinate architectural drawings with structural, mechanical, electrical, plumbing, fire protection, and life-safety requirements.
- Develop demolition, floor plan, reflected ceiling, interior elevation/detail, life-safety, door/hardware, finish, and code information as required for the project.
- Coordinate structural support and modifications associated with the new egress path, wall openings, stair-related modifications, equipment, and other affected building elements, as required.
- Coordinate MEP and fire-protection modifications associated with the kitchen renovation and life-safety work.

5. Construction Documents

- Prepare signed and sealed construction drawings and technical specifications suitable for permitting, bidding, and construction.
- Prepare technical specifications and bid documents appropriate to the project scope.
- Develop bid line items to support the City's procurement process.
- Prepare an Engineer's / Design Professional's Opinion of Probable Construction Cost based on the completed design documents.
- Complete multidisciplinary quality-control and coordination review prior to permit submission.
- Provide final electronic deliverables in PDF and AutoCAD formats.

6. Permitting & Jurisdictional Review Support

- Prepare and submit design documents to applicable jurisdictional review agencies as required by the City's permitting process.
- Respond to plan-review comments and prepare design revisions required to address comments through permit approval.
- Attend coordination meetings with the City and regulatory agencies as reasonably necessary to resolve design-review issues.
- Coordinate consultant responses and revised documents associated with the permit review.

7. Bid / Procurement Support

- Provide reasonable written responses to bidder questions and design-related RFIs during the City's bid period.
- Issue design clarifications or addenda information, when required, for items within the Basic Services scope.
- Assist the City with interpretation of the design intent during procurement. Contractor means/methods, substitutions requiring redesign, or extensive rebidding support are Additional Services unless otherwise agreed.

C. DELIVERABLES

- Existing Conditions Assessment Report
- Code and Life Safety Analysis
- Conceptual design package
- Signed and sealed construction drawings
- Technical specifications / bid documents
- Engineer's / Design Professional's Opinion of Probable Construction Cost

- Bid line items
- Electronic PDF and AutoCAD deliverables
- Permit application support and jurisdictional review responses through permit approval

D. OWNER INFORMATION / SERVICES

The following information and services are to be provided by the Owner, when available, and may affect schedule or scope if not available:

- Available record drawings, prior renovation drawings, reports, and other existing facility documentation.
- Access to Fire Station 75 and the Ocean Rescue area for field verification and consultant site visits.
- Identification of City project manager, decision makers, operational stakeholders, procurement requirements, and required design submittal milestones.
- Existing surveys or site information required for the work. A new ALTA/boundary survey is not included unless specifically authorized.
- Timely review and consolidated written comments at design milestones.
- Payment of permit, application, impact, inspection, and agency fees unless specifically included by amendment.

E. ASSUMPTIONS & PROJECT PARAMETERS

- The facility is an existing occupied public-safety building. GHA will coordinate design work to support continued operations, but phasing, temporary facilities, contractor logistics, and means/methods remain the responsibility of the Owner and Contractor unless specifically added.
- The design will be based on observable existing conditions and available record information. Concealed conditions that cannot be reasonably observed without destructive investigation are not included in the Basic Services.
- Hazardous-material identification, testing, abatement design, and environmental consulting are excluded. If suspect materials are encountered, the City will retain appropriate specialists.
- Fire sprinkler and fire alarm work will be coordinated to the extent required by the design. Detailed delegated-design/shop drawings by specialty contractors remain the contractor's responsibility where permitted by code and the authority having jurisdiction.
- An Opinion of Probable Construction Cost is an estimate based on professional judgment and available design information; actual bids and construction costs may vary.
- The Basic Services include reasonable permit comment responses for the submitted design. Redesign caused by Owner-directed scope changes, newly discovered concealed conditions, or code/regulatory changes after completion of the applicable phase may be Additional Services.

F. PROJECT SCHEDULE

The project schedule will be established with the City following execution of the Work Authorization to proceed and confirmation of required review milestones. GHA will proceed diligently, but the schedule is dependent on timely Owner decisions, consultant coordination, availability of existing information, and jurisdictional review durations. .

G. COMPENSATION / BILLING

Phase	Basis	Fee
Existing Conditions / Due Diligence	Fixed Fee	\$ 4,500.00
Code & Life Safety Analysis	Fixed Fee	\$ 2,000.00
HVAC Assessment & Report	Fixed Fee	\$ 6,300.00
Conceptual / Schematic Design	Fixed Fee	\$ 2,500.00
Design Development	Fixed Fee	\$ 3,000.00
Construction Documents	Fixed Fee	\$15,000.00
Building Hardening Arch.	Fixed Fee	\$ 5,000.00
Bldg. Hardening Struct.	Fixed fee	\$ 1,000.00
MEP Engineering Fee	Fixed Fee	\$10,200.00
Permitting & Bid Support	Fixed Fee	\$ 3,500.00
Misc. Structural Engineering	Fixed Fee	\$ 2,500.00
TOTAL BASIC SERVICES	Fixed Fee	\$55,500.00

EXHIBIT B

HOURLY BILLING RATES - 2026 SCHEDULE

Classification	2026 Billing Rate
Principal	\$290.00 per Hour
Licensed Architect	\$250.00 per Hour
Project Architect	\$225.00 per Hour
Project Manager	\$190.00 per Hour
Design Architect	\$175.00 per Hour
Licensed Interior Designer	\$175.00 per Hour
Construction Contract Admin.	\$125.00 per Hour
Estimator	\$125.00 per Hour
AutoCAD Level I	\$125.00 per Hour
AutoCAD Level II	\$115.00 per Hour
Graphic Designer	\$115.00 per Hour
Administrative Financial	\$115.00 per Hour
Administrative Support	\$75.00 per Hour

*Hourly Rates fluctuate from year to year and will be billed in accordance with the rate schedule in effect during the year in which the service was rendered as of January 1 of each year. Gallo Herbert Architects reserves the right to issue a revised rate schedule at the commencement of the New Year, which will be in effect the date of issuance.

EXHIBIT C

REIMBURSABLE EXPENSES - 2026 SCHEDULE

Direct Expense	Cost per Unit
Color copies - 8.5 x 11	\$0.80
Color copies - 8.5 x 14, 11 x 17, or 12 x 18	\$1.50
Color 24 x 36 / plots	\$3.67 per sq. ft.
Black & white copies - any size up to 11 x 17	\$0.20
24 x 36 blackline	\$0.50 per sq. ft.
30 x 42 blackline	\$0.50 per sq. ft.
Mounted display board - up to 30 x 40	\$50.00
Mounted display board - 40 x 60 and larger	\$75.00
3-ring binder, 1 inch	\$3.00
Spiral binding	\$2.50
Digital flash drive	\$5.00
Overnight packages	per service
Courier & delivery services	per service
Postage - 1st Class	Current U.S. Postal Rate
Mileage - per IRS rate as of contract date	\$0.725 / Mile
Any other expenses	Cost plus 15% carrying charge

*Reimbursable Expenses fluctuate from year to year and will be billed in accordance with the rate schedule in effect during the year in which the service was rendered as of January 1 of each year. Gallo Herbert Architects reserves the right to issue a revised rate schedule at the commencement of the New Year, which will be in effect the date of issuance.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-561

Agenda Date: 9/14/2026

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the rankings and funding allocations to charitable and public purpose organizations for the fiscal year 2027 Community Participation Grant Program in a total amount not to exceed \$235,000.00; 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

Fiscal Impact

Costs: \$235,000

Account Name: Community Participation Grant

Account Number: 100-600-640-6400-000-56400-504099

Background/History

The Community Participation Grant ("CPG") program was established to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose. The grant is competitive, and funding is determined annually. The program's guidelines are outlined in Resolution 2020/115, which includes a provision designating City Staff to evaluate and rank all grant proposals and provide a funding recommendation to the City Commission for approval.

Current Activity

The FY27 Community Participation Grant application cycle opened on June 8, 2026, and closed on June 26, 2026. Twenty-six (26) nonprofit organizations submitted applications for funding consideration. The total amount of funding requested is \$456,530.00. The program's budget for FY27 is \$235,000.

In accordance with Resolution 2024/064, the CPG evaluation committee, comprised of City staff, completed a programmatic and budgetary review of each FY27 proposal. The scoring criteria were based on the following criteria: Customer Care & Engagement, Sustainable & Eco-Friendly Environment, Lifestyle Quality, Resident Utility Assistance, and local preference. The priorities align with the City's key priorities, strategic direction, and vision.

The evaluation committee's ranking and funding recommendation are outlined on pages 22 and 23 of the enclosed Recommendation for City Commission approval.

Upon approval, a Notification of Award will be distributed to award recipients. Awardees will be required to enter into a binding agreement with the City that outlines the grant terms and conditions.

Recommendation

It is recommended that the City Commission approve the FY27 Community Participation Grant award recommendations provided by the evaluation committee.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKINGS AND FUNDING ALLOCATIONS TO CHARITABLE AND PUBLIC PURPOSE ORGANIZATIONS FOR THE FISCAL YEAR 2027 COMMUNITY PARTICIPATION GRANT PROGRAM IN A TOTAL AMOUNT NOT TO EXCEED \$235,000.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach believes that charitable and public purpose organizations contribute to the public welfare of the community and should be supported by the City financially to the extent these organizations assist the City in serving a valid public purpose; and

WHEREAS, the Community Participation Grant program (the “CPG Program”) was established to provide financial resources to charitable and public purpose organizations; and

WHEREAS, Resolution No. 2024/064, which outlines the CPG Program’s guidelines, provides for City staff to review and rank all grant proposals received by the deadline and make a funding allocation recommendation to the City Commission; and

WHEREAS, the application cycle for the FY 2027 CPG Program opened on June 8, 2026 and closed June 26, 2026; and

WHEREAS, the City received 26 applications from charitable and public purpose organizations for consideration (collectively, the “Organizations”), with the total amount of funding requested equaling \$456,530.00; and

WHEREAS, the CPG Program’s budget for FY 27 is \$235,000.00; and

WHEREAS, in accordance with Resolution No. 2024/064, the evaluation committee comprised of City staff completed a programmatic and budgetary review of each timely received application, and ranked and recommended the allocation of funding to the Organizations; and

WHEREAS, the evaluation committee recommends the City Commission approve the rankings and funding allocations to the Organizations as set forth in Table 9 in the attached Exhibit “1”, for each of the applicable Organizations programs as set forth in the Funding Recommendation; and

WHEREAS, the City Commission finds that the Organizations contribute to a valid public purpose and service the public interests of the citizens of the City of Deerfield Beach.

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 rankings and funding allocations to the Organizations for Fiscal Year 2027 as set forth in Table 9 “Ranking and Funding Recommendation” of the attached Exhibit “1” in a total amount not to exceed \$235,000.00, subject to the Organizations executing the required Grant Agreement.

Section 3. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution, including providing the funding to the Organizations in the “SPI Funding Recommendation” Amounts outlined in Table 9 of Exhibit “1”, and executing the necessary Grant Agreements.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Community Participation Grants
Summary of Scores & Funding Recommendations
2026-2027



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Agenda Memo Face Sheet

TO: Rodney Brimlow, City Manager

FROM: Jonathan Salas, Director of Community Services

DATE: September 15, 2026

TITLE: A Resolution to Approve the FY26 Community Participation Grant Program Award Recommendations

Background/History

The Community Participation Grant (“CPG”) program was established to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose. The grant is competitive, and funding is determined annually. The program’s guidelines are outlined in Resolution 2024/064 which includes a provision designating City Staff to evaluate and rank all grant proposals and provide a funding recommendation to the City Commission for approval.

Current Activity

The FY 27 Community Participation Grant application cycle opened on June 8, 2026, and closed on June 26, 2026. Twenty-six (26) nonprofit organizations submitted applications for funding consideration. The total amount of funding requested is \$456,530. The program’s budget for FY 27 is \$235,000.

In accordance with Resolution 2024/064, the CPG evaluation committee comprised of City staff completed a programmatic and budgetary review of each FY 27 proposal. The scoring criteria were based on the following criteria: Customer Care & Engagement, Sustainable & Eco-Friendly Environment, Lifestyle Quality, Resident Utility Assistance and local preference. The priorities align with the City’s key priorities, strategic direction, and vision.

The evaluation committee’s ranking and funding recommendation are outlined on page 21 below for City Commission approval.

Upon approval, a Notification of Award will be distributed to award recipients. Awardees will be required to enter into a binding agreement with the City that outlines the grant terms and conditions.

Recommendation

It is recommended that the City Commission approve the FY 27 Community Participation Grant award recommendations provided by the evaluation committee; providing for implementation and an effective date.



Community Participation Grant Resolutions

RESOLUTION NO. 2025/123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE GUIDELINES RELATING TO THE REPORTING REQUIREMENTS FOR COMMUNITY PARTICIPATION GRANT PROGRAM FUNDING ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES TO CHARITABLE AND PUBLIC PURPOSES NON-PROFIT ORGANIZATIONS SERVING THE DEERFIELD BEACH COMMUNITY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on May 7, 2024, pursuant to Resolution 2024/064, the City Commission adopted updated guidelines (the "Guidelines") for the Community Participation Grant Program (the "Program") Funding administered by the Department of Community Services to charitable and public purpose non-profit organizations serving the Deerfield Beach Community; and

WHEREAS, the current Guidelines require grant recipients to submit monthly reports detailing programmatic outcomes and expenditure summaries; and

WHEREAS, City staff has determined that the reporting requirements should be changed from a monthly reporting structure to a quarterly reporting structure to streamline administrative processes and reduce the administrative burden on non-profit partners while continuing to ensure effective program oversight and evaluation; and

WHEREAS, City staff recommends amending the Guidelines, as shown in the attached Exhibit "A," to update the reporting requirements commencing in Fiscal Year 2026.

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 amends the Guidelines to the Program administered by the Department of Community Services to provide for quarterly reporting, as shown in the attached Exhibit "A", effective commencing in Fiscal Year 2026.

Section 3. The appropriate City officials are authorized to take all actions necessary to carry out the aims of this Resolution and to implement the amended guidelines.

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 8TH DAY OF JULY, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



FLORIDA STATUTE SECTION 166.04971

NOTIFICATION TO ALL APPLICANTS REGARDING CITY OF DEERFIELD BEACH COMMUNITY PARTICIPATION GRANT FUNDING:

EFFECTIVE JANUARY 1, 2027, SECTION 166.04971, FLORIDA STATUTES, PROHIBITS THE CITY OF DEERFIELD BEACH FROM EXPENDING/PROVIDING ANY FUNDS TO BE USED BY EMPLOYEES, CONTRACTORS, VOLUNTEERS, VENDORS, OR AGENTS TO PROMOTE DIVERSITY, EQUITY, AND INCLUSIVE INITIATIVES ("DEI"). AS SUCH, THE APPLICANT MUST CERTIFY AT THE TIME OF SUBMITTAL OF ITS GRANT APPLICATION, THAT IT WILL NOT UTILIZE THE GRANT FUNDING TO:

- PROMOTE OR PROVIDE PREFERENTIAL TREATMENT OR SPECIAL BENEFITS TO A PERSON OR GROUP BASED ON THAT PERSON'S OR GROUP'S RACE, COLOR, SEX, ETHNICITY, GENDER, IDENTITY, OR SEXUAL ORIENTATION; OR**
- PROMOTE OR ADOPT TRAINING, PROGRAMMING, OR ACTIVITIES DESIGNED OR IMPLEMENTED WITH REFERENCE TO RACE, COLOR, SEX, ETHNICITY, GENDER IDENTITY, OR SEXUAL ORIENTATION.**



Exhibit A

EXHIBIT A

GRANT CONDITION/CITY POLICY

The following condition shall be made a part of any grant of City funds to a charitable or public purpose organization (the "Organization"):

MANDATORY CONDITIONS

- The Organization shall provide a copy of its tax returns for the three most recent tax years (if the entity has existed for said period) and agree to provide a tax return for the year in which the funds are received; or
- At the City Commission's option upon approval by a 4/5 vote, an audited financial statement (for the most recent fiscal year) with audit opinion from an independent CPA or, for organizations without audited financial statements, an unaudited statement with certified statement under oath from the President and Treasurer. The statement must show the financial condition of the Organization as indicated in the financial records of the Organization. The Organization shall agree to provide a similar statement for the fiscal year during which the grant is received.
- In a written application, the Organization shall specifically state the purpose for which the funds are to be used and agree to provide documentation acceptable to the City demonstrating that the funds received are in fact used for that purpose. The application shall contain a justification of the public purpose served by the grant.
- Prior to receipt of funds the Organization shall execute a binding commitment incorporating these grant conditions, which shall include reasonable access to documentation to assure that the funds were used for their intended purpose.
- Within 30 days of the expiration of the grant agreement, the Organization must submit an Exit Report, in a form approved by the City. Failure to submit an Exit Report may result in disqualification from future grant cycles.

OPTIONAL CONDITIONS

- In the City's discretion, the City may require additional documentation to include receipts, cancelled checks, checking account statements, or other documentation which the City believes are necessary to assure that the funds are used for their intended purpose.
- The City may also require that the Organization place the grant funds in a separate account, or otherwise segregate said funds, and provide proof that the funds, as set aside, are used for the purposes set forth in the grant.

- In cases where a grant is a generalized subsidy for the operations of a particular Organization, the Organization may be required to provide a statement for the year during which the grant funds were received, delineating the total amount of funds received as income or other revenue by the Organization and the total amount of funds expended by the Organization. In such case, the Organization shall also provide a statement of the total amount of monies expended during that year and a summary, by category, of the total amount expended on capital expenditures, salaries and programs of the Organization for that year. The statement shall be under oath by the President or Treasurer.
- In cases where the grant is in excess of \$20,000 (in the aggregate in any one fiscal year) the City may request the right to conduct an audit of revenues and expenditures and the Organization shall provide all documents necessary to conduct such audit.

These conditions may be waived or modified by the City Commission by a 4/5 vote.

Community Participation Grant Committee Scoring Criteria

Priority	Current Description	Clarified Example Programs
Customer Care & Engagement	Positive interactions and relationship-building drive a sense of community, encouraging active civic participation and collaboration. This, in turn, contributes to a thriving and equitable municipality. By addressing these issues, we empower residents, foster collaboration, and create a community where everyone feels invested in its success. Examples include providing attainable housing programs, tackling food insecurity, and ensuring quality education.	Attainable Housing Access & Support: Rent/mortgage assistance, housing navigation services, or homebuyer education workshops. Food Security Initiatives: Mobile food pantries, nutrition education, or culturally responsive meal programs. Educational Enrichment: After-school tutoring, college readiness support, or adult literacy programs. Civic Participation: Leadership development, neighborhood ambassador programs, or civic engagement opportunities.
Sustainable & Eco-Friendly Environment	Investing in a sustainable future through environmental conservation, renewable energy, waste reduction, and green infrastructure strengthens our ecological health for generations to come. This proactive approach combats climate change, fosters economic growth through green jobs and innovation, and builds a positive public image for our community. Examples include empowering residents through community waste reduction programs and organizing local clean-up initiatives.	Community Waste Reduction: Composting, zero-waste training, or multi-family recycling education. Green Infrastructure & Resiliency: Tree planting, rain garden installations, water conservation. Environmental Education & Engagement: Eco clubs, sustainability workshops, or urban gardening. Clean-Up Campaigns: Regular beach or park clean-ups.
Lifestyle Quality	By investing in a vibrant community, we can significantly enhance the well-being and satisfaction of our residents. This includes access to essential amenities, recreational opportunities, healthcare, and a rich tapestry of arts and cultural experiences. Examples of these investments include programs that promote healthy leisure activities and initiatives that empower residents with public safety awareness.	Healthy Leisure Activities: Fitness classes, dance or walking programs, or adaptive recreation/leisure activities. Public Safety Awareness: CPR/First Aid, emergency preparedness, or safety workshops. Healthcare Access: Mobile health screenings, mental health awareness events. Arts & Culture: Youth arts, public art, festivals, or artist-in-residence programs.
Resident Utility Assistance (One-Time Initiative)	This one-time funding initiative provides short-term financial relief to Deerfield Beach residents experiencing hardship that impacts their ability to maintain essential utility services. The goal is to stabilize households during periods of crisis, prevent service disruptions, and support overall community well-being. Funding will support a	Emergency Utility Assistance: Direct financial support for residents facing utility shut-off or past-due balances (e.g., electricity, water, or other essential services). Hardship-Based Support: Assistance for residents experiencing documented hardship, including but



	qualified nonprofit partner to administer an equitable application, review, and award process on behalf of the City.	not limited to financial hardship (job loss, reduced income, unexpected expenses), medical hardship (serious illness, hospitalization, ongoing treatment), or crisis events (family emergency, displacement, or other unforeseen circumstances). Program Administration: Nonprofit partner responsible for outreach, application intake, eligibility verification, award distribution, and reporting. Administrative costs may be included within the total allocation. Funding Note: Total allocation of \$35,000 (inclusive of administrative/overhead costs). This is a one-time, non-recurring funding opportunity.
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Eligible Organizations:

- Eligible applicants include 501(c)(3) public charities in good standing with the IRS.
- Nonprofit organizations must be recognized by the IRS to receive funds.
- Be in full compliance with the grant agreement requirements of any previous grants provided through the City of Deerfield Beach.
- Required Supporting Documentation
- Attended mandatory information session

Ineligible Organizations:

- For-profit organization
- Faith-Based organization or religious programs whose principal purpose is promulgating a particular religious faith, creed, or doctrine
- Organizations or programs designed to influence legislation or else candidates to public office
- Did not attend mandatory information session

Location:

The proposed project must serve Deerfield Beach residents. While we will give preference to local applicants, organizations do not have to be based in Deerfield Beach. Number of Applications: Each applicant may submit only one application per funding cycle.

Disallowed Costs:

Disallowed costs include, but are not limited to, the following:

- Personal digital assistants (PDAs), cell phones, smartphones, and similar devices. Service costs to support PDAs, cell phones, smartphones, and similar devices, such as wireless services and data plans
- Entertainment (i.e. disc jockey, band, performers for social events)
- Out-of-state travel; non-local travel expenses
- Gift cards
- Purchase/lease facilities and/or vehicles (e.g., buildings, buses, vans)
- Land acquisition
- Furniture
- Honorariums for presenters/speakers
- Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)



- Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- Banquets/luncheons
- Costs for items/services already covered by indirect costs allocation (supplanting)
- Purchase or cleaning of clothing and uniforms
- Rentals

Award Budget:

The total budget for the Community Participation Grant program is \$235,000 subject to Commission approval.

Award Threshold:

Minimum Award Amount \$2,500.00

Maximum Award Amount \$25,000.00

Note: A one-time award of \$35,000 will be granted to the organization selected for funding under the Resident Utility Assistance program.

Grant Requirements:

- Orientation Workshop for Contingent Awardees: September 23, 2026
- Grant Agreement: Required between the City and Grantee
- Provide appropriate insurance requirements
 - GRANTEE must maintain general liability insurance of at least \$200,000 per occurrence, with the CITY listed as an additional insured, from a company licensed in Florida.
 - GRANTEE must provide the CITY with proof of coverage and endorsements before starting work, with 30 days' notice required for any material change or cancellation.
- If a City of Deerfield Beach-funded program will be taking place on city property, a separate agreement will be required.
- If a nonprofit organization receives in-kind funding through a separate grant from the City, the nonprofit will not be eligible to receive funding through this nonprofit partnership application process for the same program.
- Grant Term: October 2026 – September 2027
- Grant Payment: Advance Payments issued to Grantees upon full execution of the Grant Agreement
- Reporting: Awardees are required to submit a Quarterly and Final Report. Reports will capture the following data to ensure grant compliance
- Program/project outcomes to include successes & challenges
- Performance Metrics data
- Percent of funds expended
- Proof of payment for grant eligible expenses
- Reporting Due Dates: January 15th, April 15th, July 15th & September 30th

State of Florida Statutes:

Effective January 1, 2027, Section 166.04971, Florida Statutes, prohibits the City of Deerfield Beach from expending or providing funds that are used by employees, contractors, volunteers, vendors, or agents to promote diversity, equity, and inclusion initiatives ("DEI").

Accordingly, at the time of submitting its grant application, the applicant must certify that it will not use grant funding to:

- Promote or provide preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; or



- Promote or adopt training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation.

Timeline:

- June 8 – 26: Application Open
- June 26: Applications due at 12 p.m.
- September 15 – Commission Meeting for approval of awardees
- September 16 – Communication regarding award letters go out (contingent on Commission approval)
- September 23 – Contingent Awardees Orientation Meeting
- September 28 – Contracts sent to CPG partners
- October 9 – Formal contracts submitted & deadline for all documents needed for grant agreement processing
- December 31 – Payments arrive to NPOs/All contracts are executed by City and sent to NPOs
- January 15 – 1st quarter report due (October – December activities)
- April 15 – 2nd quarter report due (January – March activities)
- July 15 – 3rd quarter report due (April – June)
- September 30 – 4th quarter/exit report due (July – September)



Evaluation Form

The Community Participation Grant committee is comprised of City staff designated to review, evaluate and rank all grant applications.

The committee shall evaluate each applicant proposal based upon how well the proposal meets the purpose of the grant program. See the scoring rubric in the table below. Maximum possible points: 100 points.

Funding is based on the program's budget and applicant ranking. The committee shall rank each application based on the total points assessed in accordance with the scoring rubric, determine the number of applicants to receive funding and provide a recommended funding amount to City Commission for a decision. Approval of the rankings and funding allocations are at City Commission discretion.

Criteria	Things to Consider	Point Value
Relationship to Strategic Plan	Organization meets several of the partnership guidelines and aligns with the City's funding priorities.	Score Between 0-35
Impact: Quality and significance of program	The program will have significant and long-lasting impact on the City of Deerfield Beach residents. Proposal includes clear goals and objectives and fully measurable outcomes. Applicant demonstrates ability to track impact and outcomes based on the methodology shared.	Score between 0-10
Impact: Program affects City of Deerfield as a whole	The number of residents served and if the applicant has a location within the City Limits of Deerfield Beach are taken into consideration.	Score between 0-20
Feasibility: Reputation as an established and well financed organization in Broward County. Program is affordable based on budget.	Applicant demonstrates fiscal stability and ability to carry out the proposed activities. Program budget is affordable based on the number of residents expected to be served and the quality/significance of program. Applicant demonstrates that other contributions will be secured for the program.	Score between 0-25
Feasibility: Leadership Support / Board Support Applicant has the leadership/board and infrastructure in place to implement the program and achieve the stated goals.	Applicant has the leadership/board and infrastructure in place to implement the program and achieve the stated goals.	Score between 0-10
Reviewer's Notes	Use this space to record thoughts, concerns and/or mentionables for application.	
Total Score		100 Possible Points



Ineligible Organizations & Groups Receiving In-Kind Donations

The following organization has been deemed ineligible for funding due to its failure to attend the mandatory information session:

Ineligible Groups	
Name of Organization	Amount Requested
SPECTRUM COMMUNITY SERVICES INC.	\$25,000

The following groups receive in-kind donations from the City of Deerfield Beach.

Groups Receiving In-Kind Donations from City of Deerfield Beach		
Name of Organization	Amount Requested	Total in-kind Dollar Amount Received from the City
GENESIS COMMUNITY HEALTH, INC.	\$10,036	Noted "yes" on application with no amount listed
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	\$25,000	\$250

Community Participation Grant Applications at a Glance

Table 1: 2026-2027 Applications by Funding Priority & Number of Applications

Funding Priority	# of Applications	Amount Requested
Customer Care & Engagement	11	\$183,500
Lifestyle Quality	10	\$133,680
Resident Utility Assistance	3	\$105,000
Sustainable & Eco-Friendly Environment	2	\$34,350
Grand Total	26	\$456,530

Table 2: 2026-2027 Applications Received by Alpha Order

Name of Organization	Amount Requested
AMERICAN LEGION GLENN MILLER POST 287 INC.	\$9,350
ARTISTS DREAM PERFORMING ARTS CENTER, INC.	\$25,000
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	\$10,000
CENTER FOR HEARING & COMMUNICATION, INC.	\$10,000
DEERFIELD BEACH COMMUNITY CARES, INC.	\$35,000
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	\$35,000
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	\$35,000
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	\$25,000
FIRST CALL FOR HELP OF BROWARD, INC.	\$20,000
GATEWAY COMMUNITY OUTREACH, INC.	\$25,000
GENESIS COMMUNITY HEALTH, INC.	\$10,036
GFWC WOMAN'S CLUB OF DEERFIELD BEACH, INC.	\$12,000
HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC	\$5,000
HISPANIC UNITY OF FLORIDA, INC.	\$10,000
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	\$25,000
KIDS IN DISTRESS, INC.	\$10,000
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	\$25,000
LIGHTHOUSE OF BROWARD COUNTY, INC.	\$3,750
LIVING SKILLS IN THE SCHOOLS, INC.	\$12,894
PARENTS OF ANGELS INC.	\$6,000
ROTARY CLUB OF DEERFIELD BEACH INC	\$25,000
SPECTRUM COMMUNITY SERVICES INC. <i>*Ineligible</i>	\$25,000
SWEET DREAM MAKERS, INC.	\$7,500
THE WOMEN AT THE WELL - BROWARD INC	\$15,000
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	\$25,000
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	\$10,000
Grand Total	\$456,530

Organizations that Applied by Funding Priority

Table 3: Funding Priority - Customer Care & Engagement	
Name of Organization	Amount Requested
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	\$10,000
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	\$25,000
FIRST CALL FOR HELP OF BROWARD, INC.	\$20,000
HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC	\$5,000
HISPANIC UNITY OF FLORIDA, INC.	\$10,000
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	\$25,000
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	\$25,000
PARENTS OF ANGELS INC.	\$6,000
SPECTRUM COMMUNITY SERVICES INC. <i>*Ineligible</i>	\$25,000
SWEET DREAM MAKERS, INC.	\$7,500
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	\$25,000
Grand Total	\$183,500

Table 4: Funding Priority - Lifestyle Quality	
Name of Organization	Amount Requested
ARTISTS DREAM PERFORMING ARTS CENTER, INC.	\$25,000
CENTER FOR HEARING & COMMUNICATION, INC.	\$10,000
GATEWAY COMMUNITY OUTREACH, INC.	\$25,000
GENESIS COMMUNITY HEALTH, INC.	\$10,036
GFWC WOMAN'S CLUB OF DEERFIELD BEACH, INC.	\$12,000
KIDS IN DISTRESS, INC.	\$10,000
LIGHTHOUSE OF BROWARD COUNTY, INC.	\$3,750
LIVING SKILLS IN THE SCHOOLS, INC.	\$12,894
THE WOMEN AT THE WELL - BROWARD INC	\$15,000
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	\$10,000
Grand Total	\$133,680

Table 5: Funding Priority - Resident Utility Assistance	
Name of Organization	Amount Requested
DEERFIELD BEACH COMMUNITY CARES, INC.	\$35,000
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	\$35,000
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	\$35,000
Grand Total	\$105,000

Table 6: Funding Priority - Sustainable & Eco-Friendly Environment	
Name of Organization	Amount Requested
AMERICAN LEGION GLENN MILLER POST 287 INC.	\$9,350
ROTARY CLUB OF DEERFIELD BEACH INC	\$25,000
Grand Total	\$34,350

Organizations that Applied by Score

Table 7: Organizations that Applied by Alpha Order with Score	
Name of Organization	Score
AMERICAN LEGION GLENN MILLER POST 287 INC.	69
ARTISTS DREAM PERFORMING ARTS CENTER, INC.	53
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	81
CENTER FOR HEARING & COMMUNICATION, INC.	75
DEERFIELD BEACH COMMUNITY CARES, INC.	69
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	79
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	71
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	84
FIRST CALL FOR HELP OF BROWARD, INC.	91
GATEWAY COMMUNITY OUTREACH, INC.	68
GENESIS COMMUNITY HEALTH, INC.	80
GFWC WOMAN'S CLUB OF DEERFIELD BEACH, INC.	81
HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC	62
HISPANIC UNITY OF FLORIDA, INC.	68
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	76
KIDS IN DISTRESS, INC.	78
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	74
LIGHTHOUSE OF BROWARD COUNTY, INC.	79
LIVING SKILLS IN THE SCHOOLS, INC.	79
PARENTS OF ANGELS INC.	57
ROTARY CLUB OF DEERFIELD BEACH INC	79
SPECTRUM COMMUNITY SERVICES INC.	0
SWEET DREAM MAKERS, INC.	77
THE WOMEN AT THE WELL - BROWARD INC	67
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	68
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	89

Table 8: Organizations that Applied By Score

Name of Organization	Score
FIRST CALL FOR HELP OF BROWARD, INC.	91
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	89
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	84
GFWC WOMAN'S CLUB OF DEERFIELD BEACH, INC.	81
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	81
GENESIS COMMUNITY HEALTH, INC.	80
LIVING SKILLS IN THE SCHOOLS, INC.	79
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	79
LIGHTHOUSE OF BROWARD COUNTY, INC.	79
ROTARY CLUB OF DEERFIELD BEACH INC	79
KIDS IN DISTRESS, INC.	78
SWEET DREAM MAKERS, INC.	77
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	76
CENTER FOR HEARING & COMMUNICATION, INC.	75
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	74
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	71
AMERICAN LEGION GLENN MILLER POST 287 INC.	69
DEERFIELD BEACH COMMUNITY CARES, INC.	69
HISPANIC UNITY OF FLORIDA, INC.	68
GATEWAY COMMUNITY OUTREACH, INC.	68
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	68
THE WOMEN AT THE WELL - BROWARD INC	67
HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC	62
PARENTS OF ANGELS INC.	57
ARTISTS DREAM PERFORMING ARTS CENTER, INC.	53
SPECTRUM COMMUNITY SERVICES INC.	0



Table 9: Community Participation Grant Program Applicant Ranking & Funding Recommendation

Name of Organization	Score 1- Lauren	Score 2 - Danielle	Score 3 - Bernard	Final Score	Amount Requested	Tiered % for Funding Amount	SPI Funding Recommendatio n	Fund / Decline	Funding Priority	Anticipated # of CODFB Residents Served
FIRST CALL FOR HELP OF BROWARD, INC.	92	84	96	91	\$20,000	100%	\$20,000	Fund	Customer Care & Engagement	1,700
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	88	82	97	89	\$10,000	95%	\$9,500	Fund	Lifestyle Quality	150
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	80	75	97	84	\$25,000	80%	\$20,000	Fund	Customer Care & Engagement	600
GFWC WOMAN'S CLUB OF DEERFIELD BEACH, INC.	78	81	85	81	\$12,000	80%	\$9,500	Fund	Lifestyle Quality	87,712
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	79	70	94	81	\$10,000	80%	\$8,000	Fund	Customer Care & Engagement	55
GENESIS COMMUNITY HEALTH, INC.	80	76	83	80	\$10,036	80%	\$8,000	Fund	Lifestyle Quality	1,600
LIVING SKILLS IN THE SCHOOLS, INC.	78	73	86	79	\$12,894	60%	\$7,000	Fund	Lifestyle Quality	700
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	74	74	88	79	\$35,000	100%	\$35,000	Fund	Resident Utility Assistance	150
LIGHTHOUSE OF BROWARD COUNTY, INC.	83	67	86	79	\$3,750	60%	\$2,500	Fund	Lifestyle Quality	40
ROTARY CLUB OF DEERFIELD BEACH INC	81	63	92	79	\$25,000	60%	\$15,000	Fund	Sustainable & Eco-Friendly Environment	1,000
KIDS IN DISTRESS, INC.	82	63	90	78	\$10,000	60%	\$6,000	Fund	Lifestyle Quality	200
SWEET DREAM MAKERS, INC.	80	68	83	77	\$7,500	60%	\$4,500	Fund	Customer Care & Engagement	100
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	64	70	95	76	\$25,000	60%	\$15,000	Fund	Customer Care & Engagement	800
CENTER FOR HEARING & COMMUNICATION, INC.	80	56	90	75	\$10,000	55%	\$5,500	Fund	Lifestyle Quality	200
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	67	65	91	74	\$25,000	55%	\$13,500	Fund	Customer Care & Engagement	5,000
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	78	65	71	71	\$35,000	22%	\$7,500	Fund	Customer Care & Engagement	40



AMERICAN LEGION GLENN MILLER POST 287 INC.	78	59	69	69	\$9,350	40%	\$3,500	Fund	Sustainable & Eco-Friendly Environment	88,000
DEERFIELD BEACH COMMUNITY CARES, INC.	61	67	78	69	\$35,000	40%	\$12,500	Fund	Customer Care & Engagement	151
HISPANIC UNITY OF FLORIDA, INC.	75	51	79	68	\$10,000	40%	\$4,000	Fund	Customer Care & Engagement	400
GATEWAY COMMUNITY OUTREACH, INC.	58	74	71	68	\$25,000	40%	\$10,000	Fund	Lifestyle Quality	501
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	60	60	83	68	\$25,000	40%	\$10,000	Fund	Customer Care & Engagement	50
THE WOMEN AT THE WELL - BROWARD INC	70	61	69	67	\$15,000	40%	\$6,000	Fund	Lifestyle Quality	40
HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC	49	54	82	62	\$5,000	40%	\$2,500	Fund	Customer Care & Engagement	15
PARENTS OF ANGELS INC.	43	48	80	57	\$6,000	0%	\$0	Decline	Customer Care & Engagement	100
ARTISTS DREAM PERFORMING ARTS CENTER, INC.	27	59	72	53	\$25,000	0%	\$0	Decline	Lifestyle Quality	200
SPECTRUM COMMUNITY SERVICES INC.	0	0	0	0	\$25,000	0%	\$0	Decline	Customer Care & Engagement	5,000
						TTL	\$235,000			



Community Participation Grant Program Funding Requests Summary

AMERICAN LEGION GLENN MILLER POST 287 INC. - Amount Requested: \$9,350

American Legion Glenn Miller Post 287 is requesting \$9,350 to support a community-focused initiative designed to enhance, beautify, and modernize the American Legion property while promoting environmental sustainability and neighborhood revitalization. Located in the heart of the community, Glenn Miller Post 287 serves as an important gathering place for veterans, families, community organizations, and local residents. As a highly visible community landmark, improvements to the property will have a positive impact on both the facility and the surrounding neighborhood. The project will focus on implementing water conservation and water recycling measures, sustainable landscaping improvements, and site beautification efforts that will reduce water consumption, improve environmental stewardship, and create a more attractive and welcoming public space. These enhancements will increase the property's functionality, sustainability, and long-term resilience while lowering maintenance demands and supporting responsible use of natural resources.

ARTISTS DREAM PERFORMING ARTS CENTER, INC. - Amount Requested: \$25,000

ARTISTS DREAM PERFORMING ARTS CENTER is requesting \$25,000 to provide a comprehensive cultural/performing arts program in the city of Deerfield Beach, Florida with an emphasis on mentoring and training disadvantaged young aspiring artists/media technicians between the ages of 6 and 17. By focusing on an activity where violence is at its core, without the balance of another that can calm the spirit is a recipe for mayhem. Encouraging our youth to develop their creativity, will help them get in touch with their spiritual side and temper their emotions. This spiritual awakening will lead to exercising better judgement, which will reduce crime and violence among the program participants.

BIG BROTHERS/BIG SISTERS OF BROWARD, INC. - Amount Requested: \$10,000

Big Brothers/Big Sisters of Broward, Inc. is requesting \$10,000 to guide eighth-through-12th-graders to graduating high school and successfully moving on to college, trade programs or the workforce. Participants receive career and job coaching, financial literacy education, and participate in professional and personal development workshops; career mentorship support remains available to them until they're 25.

CENTER FOR HEARING & COMMUNICATION, INC. - Amount Requested: \$10,000

Center for Hearing and Communications is requesting \$10,000 to support targeted interventions to address the critical need for accessible hearing healthcare services in the City of Deerfield Beach. CHC-FL's community-based program is strategically designed to eliminate barriers to care, improve early detection, and enhance public awareness around hearing health-advancing CHC's mission to provide high-quality, compassionate, and affordable services to all individuals, regardless of financial circumstances. The program's primary goal is to increase access to comprehensive hearing healthcare solutions for Deerfield Beach residents.

DEERFIELD BEACH COMMUNITY CARES, INC. - Amount Requested: \$25,000

DEERFIELD BEACH COMMUNITY CARES is requesting \$25,000 to support Nina's Place, a food pantry which helps address food insecurity with dignity, compassion, and community connection. As a Neighbor Choice Food Pantry, Nina's Place empowers individuals and families by allowing them to select the nutritious foods that best meet their needs, respecting personal preferences, dietary restrictions, and cultural traditions.

DEERFIELD BEACH FAMILY EMPOWERMENT, INC. - Amount Requested: \$35,000

Deerfield Beach Family Empowerment, INC is requesting \$35,000 to administer the Emergency Utility Assistance Program (EUAP) to provide direct financial relief to low-income Deerfield Beach residents facing utility shut-off, past-due balances, or crisis-level hardship related to essential utility services including electricity and water. DBHA will leverage its established intake infrastructure, HUD-compliant case management systems, and deep community relationships to identify, screen, and assist eligible residents. Grant funds will be paid directly to utility providers on behalf of qualifying households, ensuring full accountability and maximum community impact. An estimated 130-150 Deerfield Beach households will be served during the October 2026 - September 2027 grant term.

DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC. - Amount Requested: \$25,000

Dr. Stanley and Pearl Goodman JFS of Broward County, Inc. is requesting \$25,000 to support The Cupboard, a choice-based food pantry that provides consistent, dignified access to nutritious food for individuals and families facing food insecurity throughout Broward County. Through a flexible model that includes in-person shopping and a robust home delivery program, The Cupboard ensures that residents experiencing economic hardship, limited mobility, or a lack of transportation can reliably access healthy food and essential support.

EARLY LEARNING COALITION OF BROWARD COUNTY, INC. - Amount Requested: \$25,000

Early Learning Coalition of Broward County, Inc. is requesting \$25,000 to provide critical childcare subsidies that strengthen workforce participation among Deerfield Beach families while promoting school readiness for young children. In Fiscal Year 2024-25, 693 Deerfield Beach children received school readiness, which translated to \$3,848,223 in financial relief to 455 Deerfield Beach households. Furthermore, ELC Broward distributed \$3.2 million collectively to 12 Deerfield Beach childcare providers, acting as an economic stimulus for these local small businesses.

FIRST CALL FOR HELP OF BROWARD, INC. - Amount Requested: \$20,000

First Call for Help of Broward, Inc. dba 211-Broward is requesting \$20,000 to serve as a trusted lifeline for individuals and families facing challenges, crises, and uncertainty. Available 24 hours a day, 365 days a year, 211 Broward provides immediate access to help, hope, and essential resources through phone, text, chat, and email. Whether someone is experiencing a mental health crisis, struggling to pay rent, seeking food assistance, caring for a loved one, or simply unsure where to turn, 211 Broward is often the first step toward stability, safety, and well-being.



GATEWAY COMMUNITY OUTREACH, INC. - Amount Requested: \$25,000

Gateway Community Outreach is requesting \$25,000 to reduce food insecurity among residents of Deerfield Beach by providing consistent access to nutritious food and supportive services. Through our community food distribution program, individuals and families facing financial hardship receive fresh and shelf-stable food on a regular basis, helping to meet their immediate nutritional needs. In addition to food assistance, our program connects participants with community resources and case management services designed to promote long-term stability and self-sufficiency. By maintaining ongoing relationships with participants, we can identify additional needs, provide referrals, and support positive outcomes for households experiencing hardship.

GENESIS COMMUNITY HEALTH, INC. - Amount Requested: \$10,036

Genesis Community Health, Inc. is requesting \$10,036 to support the Walk with a Doc and Community Health Screening Initiative serving Deerfield Beach residents, with a focus on the Stanley Terrace community and surrounding neighborhoods. This initiative directly aligns with the City of Deerfield's overall mission to deliver programs, services, and events that address community needs while leverage resources and partnerships to strengthen community relations and improve the quality of life for all Deerfield Beach residents. Through regularly scheduled Walk with a Doc events, hosted by GCH, that combine physical activity, preventative healthcare, and health education, the health center will help residents to address and reduce chronic disease risk factors, develop and strengthen connections to healthcare resources, and improve residents' overall health and wellness outcomes across the community.

GFWC WOMAN'S CLUB OF DEERFIELD BEACH, INC. - Amount Requested: \$12,000

GFWC Woman's Club of Deerfield Beach, Inc. is requesting \$12,000 to strengthen public safety awareness by supporting the development of qualified fire rescue professionals who come from within the Deerfield Beach community. Through Ladders to Success, Fire Academy scholarship funding will be provided to City community members pursuing certification and training as Firefighters, Emergency Medical Technicians (EMTs), and Firefighter/Paramedics. The program centers on eliminating financial barriers that often prevent capable community members from pursuing fire rescue careers.

HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC - Amount Requested: \$5,000

Helping Advance and Nurture the Development of Youth, Inc. is requesting \$5,000 to serve youth ages 10 to 25 through a continuum of support including case management, academic tutoring, life skills training, college and career readiness, workforce development, financial literacy, mental health counseling, wellness services, and emergency assistance. Delivered by a multidisciplinary team of professionals, the year-round program ensures that each youth is equipped to succeed in school and transition successfully into higher education or workforce employment.

HISPANIC UNITY OF FLORIDA, INC. - Amount Requested: \$10,000

Hispanic Unity of Florida, Inc. is requesting \$10,000 to support a structured, evidence-informed youth development initiative serving Deerfield Beach high school students each year through year-round, out-of-school-time programming. Operating after school during the academic year and summer, LEAP High provides academic support, enrichment activities and family-centered services tailored to meet the unique needs of underserved youth, many of whom are newcomers to the United States, live in low-income households or face barriers to educational success and community integration.

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC. - Amount Requested: \$25,000

Junior Achievement of South Florida is requesting \$25,000 to support JA's experiential learning programs that combine classroom instruction with hands-on simulations to teach financial literacy, career readiness, and economic decision making. JA BizTown serves 5th grade students through a 16-to-20-hour curriculum followed by a simulation in a fully interactive mock city. Students take on roles such as business owners, employees, consumers, and civic leaders, gaining practical experience in how an economy functions while developing skills in money management, communication, and leadership. JA Career Discovery Park engages 8th grade students in a personal finance experience where they assume adult life scenarios and make real-time budgeting decisions. After completing the classroom lessons, students participate in a simulation where they manage expenses like housing, transportation, insurance, and savings, building essential financial literacy skills.

KIDS IN DISTRESS, INC. - Amount Requested: \$10,000

Kids In Distress, Inc. is requesting \$10,000 to support a maternal and infant health program offered by Kids In Distress (KID) that serves at-risk pregnant women, new mothers, and families with young children in Deerfield Beach. Through in-home education, screenings, care coordination, and referrals, the program helps families access the support they need for healthier pregnancies, safer infant care, and strong early childhood development.

Services are personalized and may continue for up to three years based on each family's needs, helping Deerfield Beach families build a healthier foundation during the most critical early years of life.

KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC. - Amount Requested: \$25,000

Kiwanis Club of Deerfield Beach Charitable Foundation, Inc. is requesting \$25,000 to increase our impact in both literacy initiatives and leadership development opportunities for students in Deerfield Beach. We also feel that our emerging partnership with the Museum of Discovery & Science will facilitate new and different opportunities to reach and strengthen children and families in our community.

LIGHTHOUSE OF BROWARD COUNTY, INC. - Amount Requested: \$3,750

Lighthouse of Broward County, Inc. is requesting \$3,750 to help blind and visually impaired seniors in Deerfield Beach maintain their independence, safety, and quality of life. Designed specifically for older adults experiencing vision loss, the Presentation Days provide opportunities to learn practical skills, explore adaptive technology, connect with peers, and discover resources that support successful aging in place. Through these events, seniors gain information and confidence that can help them remain active and engaged in their communities.

LIVING SKILLS IN THE SCHOOLS, INC. - Amount Requested: \$12,894

Living Skills in the Schools Inc. is requesting \$12,894 to support school-based prevention organizations in two of the ten largest school districts in the country. LSIS fields a team of licensed mental health professionals including LMFTs and LCSWs organized by grade band, with clinical staff delivering programming aligned with National Institute on Drug Abuse (NIDA) best practices. Staff provide end-of-year trend



reports to schools and connect students to counselors when concerns arise. Teachers describe the impact as lasting: students weeks later still reference what they learned, and more students are being referred for support.

PARENTS OF ANGELS INC. - Amount Requested: \$6,000

Parents of Angels, Inc. is requesting \$6,000 to support the Parents of Angels Community Grief Support and Healing Initiative. Funding will provide grief support groups, family assistance, peer mentoring, educational workshops, community outreach, memorial programming, and the annual Community Candlelight Memorial Service while ensuring all services remain free for Deerfield Beach residents.

ROTARY CLUB OF DEERFIELD BEACH INC - Amount Requested: \$25,000

ROTARY CLUB OF DEERFIELD BEACH INC is requesting \$25,000 to support a hands-on sustainability program that empowers Deerfield Beach middle school students to become environmental problem-solvers through repair, reuse, and waste reduction. Through a series of structured workshops, participants learn to diagnose, repair, and repurpose electronics and everyday household items, extending the life of materials that might otherwise end up in landfills. A core component of the program is diverting usable materials-including single-use plastics, broken electronics, and discarded household items-from the waste stream. By transforming unwanted materials into functional or creative new products, students gain a practical understanding of resource conservation, circular economy principles, and the environmental impacts of consumption and disposal.

SPECTRUM COMMUNITY SERVICES INC. - Amount Requested: \$25,000 **Ineligible*

Spectrum Community Services is requesting \$25,000 to help improve the lives of low-income individuals and families experiencing poverty, hunger, homelessness, mental health challenges, and substance use disorders. Formerly operating as the Wayne Barton Study Center, the organization has a longstanding history of serving vulnerable populations throughout Broward County and continues that legacy through comprehensive community support services. The proposed program will provide food assistance, supportive services, resource navigation, and community outreach to residents of Deerfield Beach who are facing significant economic hardship. The program is designed to address the interconnected challenges of food insecurity, housing instability, behavioral health concerns, and limited access to community resources that negatively impact the health and well-being of individuals and families.

SWEET DREAM MAKERS, INC. - Amount Requested: \$7,500

SWEET DREAM MAKERS, INC. is requesting \$7,500 to support our A Bed of My Own - Broward County program. This program works with 80+ local social service agencies to identify families who are currently sleeping on the floor or other unsafe, unsanitary, or inappropriate conditions. Then, agencies refer families to our program, where we vet requests and identify bed solutions that best suit each family's unique needs, including cribs for babies, twin and twin XL beds for teens, full or queen beds for caregivers, reinforced beds for larger individuals, or a combination of options. Within 5-10 business days, we deliver and assemble beds in families' homes. On an as-needed and as-available basis, we also invite families to select additional items they may need from our warehouse of donated furniture including dressers, dining tables, desks, housewares, and more.

THE WOMEN AT THE WELL - BROWARD INC - Amount Requested: \$15,000

Women at the Well-Broward Inc is requesting \$15,000 to support a targeted health access and financial stability program designed to support low income and justice impacted women in Deerfield Beach (ZIP 33441), a community experiencing high uninsured rates, economic hardship, and limited access to preventive healthcare. Many women in this area struggle to secure affordable health insurance, leading to delayed care, unmanaged chronic conditions, and financial instability that undermines their ability to work, care for their families, and achieve long term economic mobility.

VOICES FOR CHILDREN OF BROWARD COUNTY, INC. - Amount Requested: \$25,000

Voices for Children of Broward County, Inc. is requesting \$25,000 to provide stabilizing support to children in foster care living in Deerfield Beach and the relatives, non-relatives, and foster caregivers caring for them. With support from the City of Deerfield Beach, Voices for Children of Broward County expects to serve at least 50 Deerfield Beach children in foster care during the grant period. CARE provides case management, advocacy, resource navigation, emergency stabilization support, food assistance, educational support, and enrichment opportunities. These services help caregivers meet urgent needs, reduce practical barriers, and provide children with greater safety, consistency, and connection.

WOMEN IN DISTRESS OF BROWARD COUNTY, INC. - Amount Requested: \$10,000

Women In Distress of Broward County, Inc. is requesting \$10,000 to subsidize the cost of providing victim advocacy services to Deerfield Beach residents in fiscal year 2026-2027. This request directly aligns with the City of Deerfield Beach's funding priority of enhancing Lifestyle Quality, as domestic violence undermines safety, stability, and overall well-being while reducing quality of life across the community. Women In Distress will serve a minimum of 150 residents through a comprehensive array of confidential, no-cost services, including 24-hour crisis hotline assistance (150 calls), temporary emergency shelter for survivors and their pets (150 nights), advocacy (150 hours), and therapy for adults, children (newborn to 17), and families (100 hours). Victim advocates will help a minimum of 90% of Deerfield Beach residents establish safety plans. In addition, WID will host five domestic violence public awareness events, reaching 100 residents in the community.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-466

Agenda Date: 9/14/2026

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an agreement with Dr. Craig B. Kushnir, D.O., LLC, to serve as medical director for the City's Fire Rescue Department for a two-year term, with one additional one-year renewal option, in an annual amount of \$48,000.00; providing for implementation and an effective date. (Funds from Account #100-200-220-2200-000-52200-503099 - Other Professional Services)

Recommended Action

Adoption requires a 3/5 vote of the City Commission

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$48,000 annually

Account Name: Other Professional Services

Account Number: 100-200-220-2200-000-52200-503099

Background/History

Deerfield Beach currently receives fire rescue and emergency medical services through Broward Sheriff's Office Fire Rescue (BSOFR), including the medical direction and oversight required for the delivery of emergency medical services. As the City transitions from contracted fire rescue services to its own municipal fire rescue department, Deerfield Beach Fire Rescue will need to establish independent medical direction to support its EMS operations. Securing a Medical Director is a necessary component of this transition and will provide the clinical oversight, medical protocols, quality assurance, training guidance, and medical direction required for Deerfield Beach Fire Rescue personnel to provide emergency medical services. Approval of the Medical Director agreement will allow the City to establish this critical function in advance of the transition and ensure the Department is prepared for the assumption of fire rescue and EMS services.

Current Activity

The City currently receives fire rescue and emergency medical services through Broward Sheriff's Office Fire Rescue (BSOFR), including the medical direction and physician oversight associated with the delivery of emergency medical services. As the City transitions from contracted services provided by BSOFR to its own municipal fire rescue department, Deerfield Beach Fire Rescue must establish independent medical direction and the clinical oversight necessary to support its future EMS operations.

The City proposes to enter into an agreement with Craig B. Kushnir, D.O., LLC to provide Medical Director Services for Deerfield Beach Fire Rescue. The term of the Agreement commences on

October 1, 2026 ,and continues through September 30, 2028, with the option to renew for one additional one year term. Establishing this relationship in advance of Deerfield Beach Fire Rescue assuming responsibility for emergency response operations will provide the Department with the necessary time to develop and implement its medical oversight structure and support an orderly transition from BSOFR.

Under the Agreement, the Medical Director will provide professional physician oversight and medical direction for Deerfield Beach Fire Rescue's EMS program. Responsibilities will include medical direction and guidance related to EMS policies, procedures and protocols; clinical practices; personnel credentialing; training; quality assurance and quality improvement; and other medical oversight necessary to support the safe, effective, and clinically appropriate delivery of pre-hospital emergency medical care.

Entering into the agreement will allow Deerfield Beach Fire Rescue to begin developing and reviewing EMS protocols, establishing clinical and credentialing processes, coordinating medical training requirements, and implementing the Department's overall EMS medical oversight program prior to assuming operational responsibility. Establishing these functions in advance is an important component of the City's transition planning and will help provide continuity of emergency medical care to the community as Deerfield Beach Fire Rescue prepares to assume responsibility for fire rescue and EMS services.

Recommendation

Staff recommends approval of the Agreement between the City of Deerfield Beach and Craig B. Kushnir, D.O., LLC for Medical Director Services for Deerfield Beach Fire Rescue.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH DR. CRAIG B. KUSHNIR D.O., LLC, TO SERVE AS MEDICAL DIRECTOR FOR THE CITY'S FIRE RESCUE DEPARTMENT FOR A TWO YEAR TERM, WITH ONE ADDITIONAL ONE-YEAR RENEWAL OPTION, IN AN ANNUAL AMOUNT OF \$48,000.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, as part of the City's transition to establishing its Fire Rescue Department (the "Department"), it is necessary to provide for independent medical direction and clinical oversight to support the Department's EMS operations; and

WHEREAS, Section 401.265, Florida Statutes, requires the City to retain the services of a medical director who will supervise and assume direct responsibility for the medical performance of the Department's EMS operations; and

WHEREAS, pursuant to Section 38-116(3)(b) of the City's Procurement Code, health services, including but not limited to examination, diagnosis, treatment, prevention, mental health, and medical consultation, are expressly exempt from the competitive solicitation requirements of the Procurement Code; and

WHEREAS, the City desires to retain Dr. Craig B. Kushnir D.O., LLC (the "Medical Director") to provide the required medical director services for the Department (collectively, the "Services") as more specifically set forth in Exhibit "A" of the Medical Director Agreement, attached and incorporated herein as Exhibit "1" (the "Agreement"); and

WHEREAS, the Agreement with the Medical Director is for a two-year term commencing on October 1, 2026 and continuing through September 30, 2028 (the "Term"), with an option to renew the Term for one additional year, and compensation for the Services in an annual amount not to exceed \$48,000.00; and

WHEREAS, City staff recommends that the City Commission approve the Agreement with the Medical Director, attached as Exhibit "1," for the Services in the annual amount of \$48,000.00; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve and authorize execution of the Agreement with the Medical Director, attached as Exhibit "1", for the Services for the Department.

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

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

Section 2. The City Commission hereby approves the Agreement with the Medical Director, attached as Exhibit “1”, for the Services for the Department.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreement with the Medical Director, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into on this ____ day of September, 2026, by and between the City of Deerfield Beach, a Florida municipal corporation, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441 (the “City”), and Craig B. Kushnir D.O., LLC, a Florida limited liability company, (the “Medical Director”), whose address is 9180 Benedetta Place, Boca Raton, FL 33496. City and Medical Director are each a “Party”, and collectively, the “Parties”, under this Agreement.

WHEREAS, the City needs to procure Medical Director services, as further described in the Scope of Services, attached and incorporated into this Agreement as Exhibit “A” (the “Services”) and

WHEREAS, pursuant to Section 38-116(3)(b) of the City’s Procurement Code, health services, including but not limited to examination, diagnosis, treatment, prevention, mental health, and medical consultation, are expressly exempt from the competitive solicitation requirements of the Procurement Code; and

WHEREAS, the City desires to obtain the Services from Medical Director pursuant to the terms and conditions of this Agreement; and

WHEREAS, Medical Director agrees to provide these Services to the City in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the City and Medical Director hereby agree as follows:

ARTICLE 1 **RECITALS**

The above “WHEREAS” clauses are true and correct and are incorporated into this Agreement.

ARTICLE 2 **SCOPE OF SERVICES**

- 2.1 Medical Director shall perform the Services for the City as set forth in the attached Exhibit “A”, and as further provided in, and in accordance with, the terms and conditions of this Agreement. The Scope of Services, attached as Exhibit “A” is a description of Medical Director’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Medical Director impractical, illogical, or unconscionable.

- 2.2 The City designates the City of Deerfield Beach Fire Rescue Department's Transitional Fire Chief (or Fire Chief) as the Contract Administrator for this Agreement. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Medical Director and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. Medical Director acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Services to be provided under this Agreement.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement is in full force and effect on October 1, 2026, and shall continue through September 30, 2028 (the "Term"). The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law. The Term of this Agreement may be renewed for one additional one year period upon written agreement of the City and Medical Director.
- 3.2 All duties, obligations, and responsibilities of Medical Director required by this Agreement shall be completed within the Term after full contract execution by the City. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.3 In the event Services are scheduled to end due to the expiration of this Agreement, the Medical Director agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than 180 days beyond the Term. The Medical Director shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement, as amended. The Purchasing and Contract Administration Division of the City shall notify Medical Director of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 4

COMPENSATION

- 4.1 The City shall pay Medical Director the total amount of Four Thousand Dollars (\$4,000.00) per month for Services performed and completed pursuant to this Agreement (the "Monthly Compensation"). The Monthly Compensation shall be accepted by Medical Director as full compensation for all such work and expenses. Medical Director acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Medical Director for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Medical Director's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.2 Method of Billing and Payment

- 4.2.1 Medical Director may submit invoices for the Services no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice is due within fifteen (15) days of the end of the month, except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed.
- 4.2.2 City shall pay Medical Director within thirty calendar days of receipt of Medical Director's proper invoice, or as required by Florida Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and paid within thirty (30) days following receipt of payment of retained amounts from City.
- 4.3 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective Services which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.
- 4.4 Payment shall be made to Medical Director at:
Craig B. Kushnir, D.O., LLC.
9180 Benedetta Place
Boca Raton, FL 33496

ARTICLE 5 **INDEMNIFICATION**

Medical Director shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by Medical Director or its employees, agents, servants, partners, principals, or subcontractors. Medical Director shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. Medical Director expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Medical Director shall in no way limit the Medical Director's responsibility to indemnify, keep and save harmless, and defend the City, and its officers, employees, agents, and instrumentalities. The obligations of this Article shall survive the term of this Agreement.

ARTICLE 6

INSURANCE

- 6.1 Medical Director shall maintain, at all times during the Term of this Agreement (and for such longer periods as described in this Article 6), at least the minimum insurance coverage set forth in Insurance Requirements, attached and incorporated herein as Exhibit “B”, in accordance with the terms and conditions stated in this Article.
- 6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Medical Director shall name City, and its officers, employees and agents, as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy, and any Excess Liability policy. The official title of the Certificate Holder is City of Deerfield Beach, Florida.
- 6.3 Within ten (10) days of notification of award, Medical Director shall provide to City proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. City reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the City determines all performance required of Medical Director is completed. For Professional Liability Insurance, coverage shall remain in force for two years after the completion of the Services. City shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to City upon expiration.
- 6.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 6.5 If Medical Director uses a subconsultant or subcontractor, Medical Director shall ensure that each subconsultant or subcontractor names “City of Deerfield Beach, Florida” as an additional insured under the subconsultant’s or subcontractor’s Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause for reasons including, but not limited to, Medical Director’s repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Medical Director is placed on the Scrutinized Companies

with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Medical Director provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

- 7.2 This Agreement may be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty days after the date of such written notice. This Agreement may also be terminated by the City upon such notice as the City deems appropriate under the circumstances in the event the City determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty days after such notice of termination for cause is provided.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City, which the City deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, Medical Director shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Medical Director acknowledges that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Medical Director, for City's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due Medical Director shall be withheld by City until all documents are provided to City pursuant to Article 9.1.

ARTICLE 8

NON-DISCRIMINATION

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression, or veteran or service member status in the performance of this Agreement. Failure by Medical Director to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under applicable law, with all of such remedies being cumulative.

Medical Director shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Medical Director shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Medical Director shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Medical Director shall take affirmative steps to prevent discrimination in employment against disabled persons.

ARTICLE 9 **MISCELLANEOUS**

9.1 Rights In Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Medical Director grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Medical Director, whether finished or unfinished, shall become the property of City and shall be delivered by Medical Director to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Medical Director shall be withheld until all documents are received as provided herein.

9.2 Public Records

IF MEDICAL DIRECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEDICAL DIRECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, AT 954-480-4213, WEB.CLERK@DEERFIELD-BEACH.COM OR BY MAIL: CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 N.E. 2ND AVE, DEERFIELD BEACH, FL 33441.

- a. Medical Director shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Medical Director does not transfer the records to the City.

- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Medical Director or keep and maintain public records required by the City to perform the service. If Medical Director transfers all public records to the City upon completion of the Agreement, Medical Director shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Medical Director keeps and maintains public records upon completion of the Agreement, Medical Director shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If Medical Director does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.3 Audit Rights and Retention of Records

City shall have the right to audit the books, records, and accounts of Medical Director and its subcontractors that are related to the Services. Medical Director and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Services. All books, records, and accounts of Medical Director and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Medical Director or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Medical Director and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

9.4 Truth-In-Negotiation And Representation

Medical Director's compensation under this Agreement is based upon representations supplied to City by Medical Director, and Medical Director certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

9.5 Public Entity Crime Act

Medical Director represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Medical Director further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Medical Director has been placed on the convicted vendor list.

9.6 Independent Contractor

- a. This Agreement does not create an employer/employee relationship between the parties. Medical Director is not entitled to any benefits paid to City employees. It is the intent of the parties that under this Agreement, an independent consultant is not an employee of the City for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law.
- b. Medical Director shall be responsible for all taxes of any kind. An IRS W-2 form will not be provided. The City will provide an IRS Form 1099 required by law. Medical Director recognizes that no Federal Income Tax or Social Security will be withheld. However, if Medical Director requests in writing that Federal Income tax be withheld, the City will deduct the Federal Income tax withheld and remit to the IRS.

9.7 Third Party Beneficiaries

Neither Medical Director nor City intends to benefit a third party directly or substantially by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8 Notices

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Attn: City Manager

With copy to:

City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Attn: City Attorney

For Medical Director:

Craig B. Kushnir, D.O.
9180 Benedetta Place
Boca Raton, FL 33496
Email: _____

9.9 Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Medical Director shall not subcontract any portion of the work required by this Agreement, except as may be specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Medical Director of this Agreement or any right or interest herein without City's written consent.

Medical Director represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services and that this is a Professional Services Contract, therefore Medical Director's employees and/or subcontractors that will perform pursuant to this Agreement shall be limited to Craig B. Kushnir D.O., as the primary Medical Director and an Associate Medical Director, who will be the backup physician in the event that Medical Director is unavailable. When Medical Director and the Associate Medical Director are both unavailable, Medical

Director shall appoint a back-up physician to be used for online medical control and must be pre-approved by the Chief of Operations.

Medical Director shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Medical Director's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

- 9.10 While Medical Director shall conform to standards and policies of the City of Deerfield Beach, the Medical Director shall have sole control of the work and the manner in which it is performed.

9.11 Conflicts

Neither Medical Director nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Medical Director's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Medical Director's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Medical Director is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Medical Director or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Medical Director is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Medical Director shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Medical Director.

Medical Director shall be free to contract for similar services to be performed for other entities or persons while under contract with the City so long as they are not in conflict with the services provided to City under this Agreement. The provision of services provided for herein is non-exclusive.

9.12 E-Verify

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

9.13 Foreign Countries of Concern Affidavit.

In accordance with Section 287.138, Florida Statutes, Medical Director is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of the Agreement, Medical Director shall submit the required Affidavit, which will be provided by the City's Procurement Division.

9.14 Materiality and Waiver of Breach

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.15 Compliance with Laws

Medical Director shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.16 Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Medical Director elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

9.17 Joint Preparation

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not,

solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.18 Interpretation

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.19 Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.20 Law, Jurisdiction, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the 17th Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs. BY ENTERING INTO THIS AGREEMENT, MEDICAL DIRECTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY

TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

9.21 Amendments

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Medical Director or others delegated authority to or otherwise authorized to execute same on their behalf.

9.22 Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.23 Payable Interest

- a. **Payment of Interest.** Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Medical Director waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.
- b. **Rate of Interest.** In any instance where the prohibition or limitations of Section 9.23 a. are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.25 Incorporation By Reference

All Exhibits are incorporated into and made a part of this Agreement.

9.26 Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.25 No Coercion

Medical Director has fully complied with Section 787.06(13), Florida Statutes, which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to the City.

9.26 Multiple Originals

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

MEDICAL DIRECTOR AGREEMENT

IN WITNESS WHEREOF, the City and Medical Director executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DEERFIELD BEACH

Heather Montemayor, City Clerk

Todd Drosky, Mayor

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

Anthony Soroka, City Attorney

MEDICAL DIRECTOR

CRAIG B. KUSHNIR D.O., LLC

By:  D.O.

Print Name: Craig Kushnir, D.O.

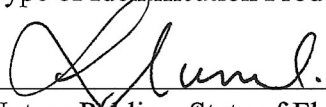
Title: Managing Member

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization, this 24th day of ~~September~~ ^{August} 2026, by Craig Kushnir, as Managing Member for Medical Director.

Personally known _____ OR Produced Identification ☒

Type of Identification Produced FL D.C.


Notary Public - State of Florida

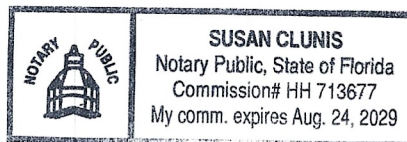


EXHIBIT "A"

SCOPE OF SERVICES

- A. **General Duties and Responsibilities.** The Medical Director shall perform and assume all legal responsibilities attendant to the role of Medical Director, as codified in Section 401.265, Florida Statutes, Chapter 64J-1 of the Florida Administrative Code ("F.A.C."), and any other pertinent laws, regulations, or rules issued by competent governmental authorities. The Medical Director shall also fulfill any supplemental obligations upon written notice from the Florida Department of Health, consistent with changes or amendments to the governing statutes and regulations.
- B. **Provision of Necessary Resources.** The Medical Director shall furnish all labor, materials, supplies, and equipment necessary to fulfill the duties prescribed herein and under applicable law.
- C. **Oversight of EMTs and Paramedics.** As prescribed by Section 401.265, Florida Statutes, and Rule 64J-1.004, F.A.C., the Medical Director shall supervise and bear direct responsibility for the clinical performance of all emergency medical technicians ("EMTs") and paramedics employed by, or affiliated with, Deerfield Beach Fire Rescue (the "Department").
- D. **Infection Control Standards.** The Medical Director shall remain conversant with, and ensure compliance with, the standards articulated in National Fire Protection Association Standard 1581 (Standard on Fire Rescue Department Infection Control).
- E. **Incident Command System Knowledge.** The Medical Director shall possess a working knowledge of the Incident Command System and, within one (1) year of commencing services, shall obtain NIMS IS-100, IS-200, IS-700, and IS-800 certifications, or such other certifications as may be mandated to maintain compliance with National Incident Management System (NIMS) requirements.
- F. **Protocol Development and Approval.** The Medical Director shall develop, review, and authorize the use of Advanced Life Support ("ALS"), Basic Life Support ("BLS"), and inter-facility protocols that empower personnel to adequately address medical emergencies in accordance with Chapter 401, Florida Statutes, and Chapter 64J-1, F.A.C. Such protocols must be sufficiently detailed to ensure proper treatment of immediately life-threatening conditions.
- G. **Additional Protocols, Policies, and Procedures.** At the request of the City, the Medical Director shall create, review, and approve additional protocols, policies, and procedures pertinent to the provision of emergency medical services ("EMS"), including, but not limited to, operational policies affecting Department personnel.
- H. **Attendance at Monthly EMS Provider Meetings.** The Medical Director shall attend monthly EMS Provider meetings as coordinated by the Association of EMS Providers.
- I. **Attendance at Other Meetings.** Upon request by the City, the Medical Director shall attend other meetings that may be necessary to fulfill the responsibilities outlined in this Exhibit.

- J. **Meetings with EMS Chief.** No less than once every two (2) weeks, and for a minimum duration of two (2) hours, the Medical Director shall meet with the EMS Chief. The EMS Chief, or a designee, shall prepare meeting agendas, which may address matters relating to continuous quality improvement ("CQI"), training and training implementation, infection control, electronic patient care report ("ePCR") documentation, performance evaluations, and protocol updates.
- K. **Field Evaluations and Hands-On Training.** The Medical Director may accompany Supervisors and/or rescue units on assignments to evaluate EMT and paramedic skills and to foster professional rapport. During such ride-alongs, the Medical Director shall provide hands-on training to EMTs and paramedics, addressing scenarios encountered in the field and topics aligned with ongoing training initiatives. Scheduling of these ride-alongs shall be coordinated by the Chief of EMS or a designee.
- L. **Continuous Quality Improvement Program.** Pursuant to Section 401.265, Florida Statutes, and Rule 64J-1.004, F.A.C., the Medical Director shall oversee the implementation and maintenance of a Continuous Quality Improvement Program. Such program shall include, at a minimum, audits of medical reports—consistent with the Department's CQI policy—to verify accuracy, completeness, and compliance with established standards. All paramedics and EMTs shall be incorporated into the CQI Program.
- M. **CQI Participation.** The Medical Director shall engage cooperatively with the Department's CQI Program by actively reviewing and enhancing CQI processes.
- N. **Patient Outcome Data.** The Medical Director shall assist the Department in procuring patient outcome information from local hospitals as part of the CQI Program.
- O. **Monthly Activity Reports.** The Medical Director shall prepare and submit a monthly report to the City detailing all activities performed, including tasks carried out by any Associate Medical Director. Such report shall demonstrate adherence to the obligations set forth in this Agreement. The City shall provide administrative support to facilitate the preparation of said report.
- P. **Training Evaluations.** Upon request from the Department's Training Division, the Medical Director shall evaluate Department EMTs and paramedics during training exercises, including the Recruit Paramedic Supervised Training & Evaluation Program ("STEP").
- Q. **Training Content Review and Approval.** At the request of the Chief of EMS or Chief of Training, the Medical Director shall review the medical accuracy of, and formally approve, the Department's EMS training content, which may include Advanced Cardiac Life Support (ACLS), International Trauma Life Support (ITLS), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP), Pre-Hospital Trauma Life Support (PHTLS), and related programs.
- R. **Approval of Continuing Education.** Upon request by the Battalion Chief of Training or a designee, the Medical Director shall review and approve the content and allocation of continuing medical education ("CME") credits offered to EMTs and paramedics by the Department.

- S. **Equipment/Vendor Reviews.** At least twice per year, the Medical Director shall attend sessions for the review and evaluation of equipment or vendor offerings and shall actively participate in hands-on assessments. These reviews are organized by the EMS Chief, and the Medical Director is encouraged to propose new equipment or procedural ideas during such sessions.
- T. **Post-Change Training.** The Medical Director shall ensure that appropriate training is provided to Department personnel following any material modification of EMS protocols or the introduction of new or revised medical equipment.
- U. **Enhancement of Department Education.** The Medical Director shall collaborate with the Department's Training Division by contributing new educational resources and methodologies consistent with Department training objectives.
- V. **Recertification.** In accordance with Section 401.2715(3), Florida Statutes, the Medical Director shall review, confirm, and provide written documentation of the recertification training for EMT and paramedic personnel.
- W. **Recruit Training.** The Medical Director shall participate in developing the STEP probationary Paramedic program and the EMS component of new recruit orientation as necessary and shall attend at least one orientation session for each new recruit class and each Recruit Paramedic STEP cycle.
- X. **Availability for Online Medical Control.** The Medical Director shall remain accessible via radio or telephone around the clock (24/7) to provide online medical control. However, the Medical Director shall exercise professional judgment in deciding whether to personally respond to on-scene incidents.
- Y. **Associate Medical Director Requirement.** The Medical Director shall retain at least one Associate Medical Director, who shall serve throughout the term of this Agreement and provide medical oversight in conjunction with, and as a backup to, the Medical Director. No additional compensation from the City shall be provided for any Associate Medical Director.
1. The Associate Medical Director must meet the requirements of Rule 64J-1.004, F.A.C., and Section 401.265, Florida Statutes, and shall be approved by the City's Fire Chief, Chief of Operations, and EMS Chief prior to beginning services. The Medical Director bears primary responsibility for ensuring the Associate Medical Director's full compliance with the duties set forth herein.
 2. Any proposed replacement or successor to the Associate Medical Director shall require written approval from the Department Fire Chief, Chief of Operations, and EMS Chief.
 3. The Associate Medical Director shall satisfy the requirements enumerated in Subsections (C), (D), (J), and (K) of this Exhibit A at all times during the term hereof.
 4. When acting as backup, the Associate Medical Director shall assume responsibility for the obligations detailed in Subsections (A) through (Y), except for (A), (B), (E), (F), (L), (O), and (R).

5. The Medical Director may authorize the Associate Medical Director to assist with the duties covered in Subsections (A) through (Y), except for (A), (B), (O), and (R).
 6. Nothing herein relieves the Medical Director of responsibility for ensuring comprehensive medical oversight. The Associate Medical Director's services merely supplement the Medical Director's obligations.
 7. Prior to executing a contract with any Associate Medical Director, the Medical Director shall obtain the written approval of the Chief of Operations and the EMS Chief. All remuneration or costs associated with the Associate Medical Director shall be borne exclusively by the Medical Director, with no financial liability accruing to the City.
- Z. Appointment of Backup Physician.** Should both the Medical Director and the Associate Medical Director be unavailable, the Medical Director shall designate a pre-approved backup physician to handle online medical control.
1. Any such backup physician shall satisfy the requirements of Rule 64J-1.004, F.A.C., and Section 401.265, Florida Statutes. The City shall not provide additional compensation for these services.
 2. The Medical Director retains sole financial responsibility for compensating the backup physician.
 3. The Medical Director is entitled to a maximum of four (4) weeks of vacation per year, during which period the Associate Medical Director or another pre-approved backup physician shall remain on-call. Additional vacation time may be requested at the discretion of the Fire Chief.
- AA. Responsibility for Associate and Backup Physicians.** The Medical Director is fully accountable to the City for any and all actions of the Associate Medical Director and any backup physicians. The Medical Director shall promptly rectify any performance deficiencies and, at all times, shall remain responsible for fulfilling the legal obligations of a Medical Director under Chapter 401, Florida Statutes, Rule 64J-1.004, F.A.C., and related laws. The Medical Director shall not delegate or transfer the specific responsibilities set forth in Subsections (A), (B), (N), and (Q) to any Associate Medical Director or backup physician.
- BB. Active Participation in EMS Organizations.** In furtherance of best practices and professional oversight, the Medical Director shall maintain active engagement in regional and statewide EMS organizations, consistent with the standards established by the FEMA Handbook for EMS Medical Directors (March 2012). Monthly staff meetings with the EMS Chief shall include a report on the Medical Director's involvement and related outcomes.
- CC. Additional Duties.** The Medical Director shall further:
1. Provide liaison services as requested between the Department and any other City, County, or State entities, as well as with educational, governmental, or medical institutions or agencies concerning EMS matters.

2. Retain definitive authority to authorize or restrict any EMT or paramedic in the performance of BLS or ALS procedures, patient evaluation, and patient stabilization.
3. Offer recommendations to the Fire Chief, Operations Chief, or EMS Chief regarding disciplinary measures relating to clinical performance, upon request.
4. Serve as the Department's Physician for the purpose of advising the Fire Chief on issues of occupational safety and health.
5. Maintain an active membership in the State Association of EMS Medical Directors.
6. If requested in writing from the Contract Administrator, participate in the development of a community-based paramedic service. Once established, Medical Director shall supervise the implementation of and provide oversight of the community-based paramedic service on an as needed basis as determined by the Department's EMS Division.

EXHIBIT "B"

INSURANCE REQUIREMENTS

- A. Medical Director shall secure and maintain, at his own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance which must include the following coverage and minimum limits specially reflecting and including coverage for all acts, activities and omissions in any way arising out of the planning or operation of the services.
- B. Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:
1. \$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

\$2,000,000.00 - General aggregate
 2. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:
 - a. Premises and Operations
 - b. Product and Completed Operations Liability
 - c. Broad Form Property Damage
 - d. Broad Form Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless.
 - e. Independent Contractors
 - f. Personal and advertising injury
- C. Professional Medical Liability/Medical Malpractice (occurrence form) with \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 aggregate.

Coverage shall specifically include the following:

1. Coverage for negligent acts, errors and omissions arising from professional medical services; and
 2. Coverage applicable to the Medical Director, Associate Medical Director and approved back up physicians.
- D. Workers' Compensation - Statutory limits as required by law. Medical Director may provide a valid exemption if legally exempt.
- E. In the Event Medical Director shall be utilizing a vehicle to perform the Services, Medical Director shall provide Business Automobile Insurance coverage for owned automobiles, if applicable, hired automobiles, and/or non-owned automobiles.

UPON EXECUTION OF THIS AGREEMENT, MEDICAL DIRECTOR SHALL SUBMIT TO THE CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF DEERFIELD BEACH IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE.

- D. These insurance requirements shall not relieve or limit the liability of Medical Director. City does not in any way represent the types and amounts of insurance required hereunder are sufficient or adequate to protect Medical Director's interests or liabilities but are merely minimum requirements established by City's Risk Manager. City reserves the right to require any other insurance coverage that City deems necessary depending upon the risk of loss and exposure to liability.
- E. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A-VIII or better in accordance with the latest edition of A.M. Best's Insurance Guide.
- F. Medical Director shall require each of its subcontractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million and 00/100 Dollars (\$1,000,000.00) for each category), and contractor shall provide verification thereof to City upon request of City.
- G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- H. Medical Director shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.
- I. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) working days of City's actual notice of such an event.
- J. Medical Director shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.
- K. Medical Director agrees to perform the work under this Agreement as an independent contractor, and not as a sub-contractor, agent, or employee of City.
- L. Notwithstanding the above requirements, if the Risk Manager of the City has determined in advance that Medical Director cannot obtain insurance as described herein, a separate Waiver, Release, and Hold Harmless Agreement and Release for Workers' Compensation Claims must be executed by Medical Director in addition to this Agreement.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-263

Agenda Date: 9/14/2026

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," TO CREATE DIVISION 6 "PUBLIC SAFETY ADVISORY COMMITTEE"; ESTABLISHING THE PUBLIC SAFETY ADVISORY COMMITTEE AND PROVIDING FOR MEMBERSHIP, POWERS, AND DUTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for October 6, 2026

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On January 20, 2026, the City Commission voted to proceed with transitioning police and fire rescue services from the Broward Sheriff's Office ("BSO") and establishing City police and fire departments. On March 3, 2026, the City Commission approved a Resolution to establish the City of Deerfield Beach Police Department and City of Deerfield Beach Fire Department (collectively, the "Departments"), and authorize and direct the City Manager and Office of Public Safety to take the necessary actions to provide for the establishment and development of the Departments and the transition of police and fire-rescue services from BSO to fully integrated, stand-alone City police and fire rescue Departments (the "Transition").

Since that time, the City has been engaged in the planning and implementation of this Transition, including the development of the organizational structure, recruitment and selection of leadership, staffing, operational planning, and other activities necessary to establish the City's in-house public safety services.

Current Activity

As the City moves through the Transition and prepares for the long-term operation of its own Police and Fire Departments, the establishment of a Public Safety Advisory Committee (the "Committee") is being proposed. The Committee would provide an additional forum for community engagement and an opportunity for residents to offer input and recommendations regarding the City's Police, Fire Rescue, and Ocean Rescue services.

The proposed Committee is intended to serve as an ongoing advisory body beyond the initial Transition process. It would not have the authority to direct or oversee the day-to-day operations, administration, or personnel of either department. Rather, the Board would provide community perspective and advisory recommendations to the City Commission on matters relating to public safety services.

If adopted, the proposed Ordinance would formally establish the Committee and provide the framework for its purpose, composition, membership and responsibilities. The enclosed Ordinance provides for the Mayor and each Commissioner to each appoint one regular and one alternate member to the Committee. As currently drafted, Commissioner appointees are required to reside in the District of the appointing Commissioner. The Committee would have the authority to consider and make recommendations to the City Commission on matters related to public safety, which may include recommendations related to crime prevention, awareness, education, intervention, enforcement and community outreach, and the priorities, programs, and technology enhancements of the City's police, fire rescue, and ocean rescue departments. Further, the Ordinance provides for the Committee to issue a report to the Commission no less than annually regarding the Committee's activities, findings, and recommendations.

Recommendation

Consideration.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE II “BOARDS, COMMITTEES, COMMISSIONS,” TO CREATE DIVISION 6 “PUBLIC SAFETY ADVISORY COMMITTEE”; ESTABLISHING THE PUBLIC SAFETY ADVISORY COMMITTEE AND PROVIDING FOR MEMBERSHIP, POWERS, AND DUTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on January 20, 2026, the City Commission voted to proceed with transitioning police and fire rescue services from the Broward Sheriff’s Office (“BSO”) and establishing City police and fire departments; and

WHEREAS, on March 3, 2026, the City Commission approved a Resolution to establish the City of Deerfield Beach Police Department and City of Deerfield Beach Fire Department (collectively, the “Departments”), and authorize and direct the City Manager and Office of Public Safety to take the necessary actions to provide for the establishment and development of the Departments and the transition of police and fire-rescue services from BSO to fully integrated, stand-alone City police and fire rescue Departments (the “Transition”); and

WHEREAS, the Transition presents a unique opportunity for the City and its residents to shape the priorities and delivery of public safety services in a manner responsive to the specific needs of the Deerfield Beach community; and

WHEREAS, the City Commission desires to establish a Public Safety Advisory Committee to foster community input on a broad range of public safety matters and to advise the City Commission on issues related to crime prevention, awareness, education, enforcement and community outreach; and

WHEREAS, Section 3.12 of the City of Deerfield Beach Charter authorizes the City Commission to create boards by ordinance in connection with any function of the City, and requires that such ordinance specify the powers and duties of the board and the number, qualifications, and terms of office of its members; and

WHEREAS, the City Commission deems it to be in the best interest of the City to establish the Public Safety Advisory Committee as set forth in this Ordinance.

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 of this Ordinance.

Section 2. Chapter 2 “Administration,” Article II “Boards, Committees, Commissions,” of the City Code of Ordinances of the City of Deerfield Beach is hereby amended to create Division 6 “Public Safety Advisory Committee” to read as follows¹:

Chapter 2 – ADMINISTRATION

ARTICLE II. – BOARDS, COMMITTEES, COMMISSIONS

DIVISION 6. – ~~RESERVED~~ PUBLIC SAFETY ADVISORY COMMITTEE.

Sec. 2-101. – Creation and Purpose of the Public Safety Advisory Committee.

There is hereby established a Public Safety Advisory Committee (the “Committee”). The Committee is established to advise and make recommendations to the City Commission on matters relevant to public safety. The Committee shall serve in an advisory capacity only and shall exercise no administrative, operational, or regulatory authority over the City’s police, fire rescue or ocean rescue departments.

Sec. 2-102. - Membership.

- (a) *Membership.* The membership of the Committee shall consist of five regular voting members and five alternate members. The Mayor and each Commissioner shall each nominate one regular member and one alternate member. Each regular and alternate member nominated by a Commissioner shall reside in that Commissioner’s district, and each regular and alternate member nominated by the Mayor shall reside in the City. All members shall maintain City residency (and district residency for Commissioner appointments) throughout their terms and failure to maintain residency shall result in automatic forfeiture of membership. A member may be removed by a majority vote of the City Commission without cause.
- (b) *Appointment.* Members of the Committee shall be appointed by Resolution of the City Commission at a regular City Commission meeting. The members shall serve without compensation.
- (c) *Term.* Regular and alternate members shall serve terms that end on May 15 of the year that the term of the appointing Commissioner expires; provided that if the appointing Commissioner leaves office prior to the end of his or her term, the term of his or her appointee shall terminate on the date the person appointed or elected to fill the vacancy exercises his or her right to appoint a member to the Committee.

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

- (d) Vacancies. Vacancies on the Committee may be filled for the remainder of the vacant position's unexpired term by the City Commission in the same manner as original appointments.
- (e) Advisors to the Committee. The City Manager's Office and City Attorney's Office shall serve in an advisory capacity for the Committee. The city manager shall offer such administrative assistance to the Committee as is deemed just and appropriate.

Sec. 2-103. – Meetings and Records.

- (a) Meetings. All Public Safety Advisory Committee meetings shall be open to the public and shall be in compliance with Section 286.011, Florida Statutes, as may be amended. Following the initial appointments of the members to the Committee, the Committee shall meet every other month.
- (b) Quorum. Three regular members of the Committee shall constitute a quorum. If a regular member is unable to attend any given meeting, their alternate member may attend, count towards quorum and vote in such member's place.
- (c) Records. Minutes and records shall be kept of all meetings of the Committee in compliance with applicable state law.

Sec. 2-104. – Powers and Duties.

The powers and duties of the Committee shall be as follows:

- (1) Elect a chair and vice chair;
- (2) Adopt rules of procedure to carry out the Committee's duties (in the absence of any rules of procedure, Robert's Rules of Order shall govern);
- (3) Meet to consider and make recommendations to the City Commission on matters related to public safety, which may include recommendations related to crime prevention, awareness, education, intervention, enforcement and community outreach, and the priorities, programs, and technology enhancements of the City's police, fire rescue, and ocean rescue departments; and
- (4) No less than annually, the Committee shall issue a report to the Commission regarding its activities, findings, and recommendations.

Pursuant to Section 112.532, Florida Statutes, the Committee shall not receive, review, or investigate complaints against individual officers or employees, participate in personnel or disciplinary matters, or provide civilian oversight of internal investigations. Further, nothing herein shall be construed to grant the Committee any authority reserved to the Chief of the City's police department pursuant to Section 166.0486, Florida Statutes, or otherwise prohibited by Section 112.532, Florida Statutes or other applicable law.

Secs. 2-1015—2-115. - Reserved.

Section 3. All Sections or parts of Sections of the City Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are 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. This Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2026.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2026.

TODD DROSKY, 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. 2026-515

Agenda Date: 9/14/2026

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

City Manager's Annual Performance Evaluation.

Recommended Action

Motion on decision of Commission

Background/History

The City Manager's employment contract (the "Contract") provides for the City Commission to provide him with a performance evaluation each year, including submission of a written performance evaluation and a review at a public meeting.

The City Commission previously approved a performance evaluation form to be used for the purpose of providing the written performance evaluation of the City Manager (See enclosure).

Per Section 3(C) of the Contract, the City Commission may increase the Manager's salary in such amounts and to such an extent as the City Commission may determine desirable on the basis of performance and evaluation of the Manager, in the City Commission's sole discretion.

Current Activity

The City Manager's employment Contract provides for the evaluation and review to be done by September 30th of each year of the Contract.

Deerfield Beach City Manager Evaluation Procedure and Requirements

PURPOSE

The purpose of the employee performance process is to assess the performance of the City Manager over the evaluation period; establish specific work-related goals and objectives; increase communication between the Commission and City Manager; and an opportunity for the Commission to align their expectations in setting these objectives.

PROCESS

The City Commission shall review the performance of the Manager at a public meeting on an annual basis, in advance of the adoption of the annual operating budget, at which time the City Commission shall have the option to provide any salary or benefit adjustments the Commission deems justified. The evaluation shall occur during the period from June 1 to August 30 (but no later than September 30) of each year.

It is understood and agreed that if the Manager receives a positive evaluation from the Commission, the Manager may receive a salary or benefit increase, but any such increase is solely within the discretion of the Commission, approved at a public meeting.

Each member of the City Commission shall submit a written evaluation on the form contained herein. The Manager may also submit a written self-evaluation or other information to assist in the evaluation process.

Evaluations shall be submitted to the City Clerk prior to the scheduled public meeting so that the City Clerk may produce copies of each completed evaluation and provide each to the commission and the City Manager at the public meeting.

City Commissioners may provide an oral summary of their individual evaluations, and the City Manager may provide an oral summary of his self-evaluation, during a City Commission meeting. City Commissioners may also meet individually with the City Manager for additional discussion.

The City Commission may jointly set improvement goals for the City Manager where necessary based on the compiled category ratings drawn from the written evaluations in addition to other relevant criteria solely determined by the City Commission.

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Deerfield Beach City Manager Performance Evaluation Form

This form shall be used by each Member of the City Commission to evaluate the City Manager's performance in fulfilling each of the roles he plays in the City's government. The City Manager is graded on the following scale:

1 — Poor 2 — Fair 3 — Good 4 — Excellent

1. Personal

_____ Invests sufficient efforts towards being diligent and thorough in the discharge of duties.

_____ Displays composure, appearance, and attitude fitting for an individual in his executive position.

_____ Is seen as a direct, truthful leader who uses diplomacy, tact, and integrity.

_____ Accepts criticism and feedback from stakeholders and works to improve.

2. Professional Skills and Status

_____ Knowledge of current developments, activities and issues affecting the city.

_____ Respected and has positive relationships with city stakeholders and professional colleagues.

_____ Seeks / implements opportunities for continuous improvement.

_____ Anticipates problems and contention, and develops effective approaches for solving or mitigating them.

_____ Willing to try new ideas proposed by Commission members or staff.

_____ Makes appropriate decisions based on a combination of available information, analysis, and experience.

3. Relations with the City Commission

_____ Carries out directives of the Commission as a whole rather than those of any one Commission member.

_____ Assists the Commission in resolving reported issues at the administrative level to avoid unnecessary Commission action.

_____ Responds timely and provides candid responds to requests for information or assistance by the Commission.

_____ Assists the Commission in establishing policy while acknowledging the ultimate authority of the Commission.

_____ Provides objective and professional guidance and insight to assess feasibility of Commission ideas and initiatives.

4. Policy Execution

- _____ Implements Commission action in accordance with the intent of the Commission.
- _____ Supports the actions of the City Commission after a decision has been reached.
- _____ Dedicates and directs resources to promote compliancy with City policies, laws, and ordinances.
- _____ Offers workable alternatives to the Commission for changes in the law when an ordinance or policy proves impractical in actual administration.

5. Reporting

- _____ Provides the Commission with accurate, timely, and comprehensive reports concerning matters of importance to the City.
- _____ Prepares a sound agenda which provides the pertinent backup and supporting materials to allow for effective Commission review.
- _____ Informs the Commission of issues that they may be brought to their attention before they are caught off-guard.

6. External Relations

- _____ Handles complaints/inquiries from citizens appropriately.
- _____ Visible and engaged with the community, its residents, and businesses.
- _____ Skillful with the news media - avoiding political positions and partisanship.
- _____ Balances the needs of the individual citizen while applying the City's policies and procedures consistently and fairly across the board.
- _____ Exercises diplomacy with local, county, state and federal agencies.

7. Staffing

- _____ Effectively recruits and develops a skilled and professional senior executive team.
- _____ Realigns staff structure and priorities in response to changes in policies, demands, or growth of the City.
- _____ Encourages and embraces diversity in the workforce.
- _____ Executes competitive total compensation (pay and benefits) to attract and retain talent.

8. Supervision

- _____ Empowers department heads to make decisions within their authority without City Manager approval, yet maintains oversight of city operations.

_____ Fosters confidence and initiative in subordinates and provides support rather than restrictive controls for their programs.

_____ Has developed a friendly and trusting relationship with the workforce as a whole, yet maintains the respect and dignity of the city manager's office.

9. Fiscal Management

_____ Prepares a balanced budget and capital improvement plan to provide the best value for services at a level intended by the Commission.

_____ Makes use of available funds consistent with the adopted budget and policy directives of the City Commission, conscious of the need to operate the City efficiently and effectively.

_____ Shows agility in the use of funds to respond to changes throughout the year.

10. What have been the major accomplishments of the City Manager this past year?

11. What areas of the City Manager's performance need the most improvement? Why? What constructive, positive ideas can you offer the City Manager to improve in these areas

Name _____

Signature: _____

Date: _____