



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Ben Preston

District 1 Commissioner Michael Hudak

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

Tuesday
April 20, 2021
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Special City Commission Meeting Minutes

Attachment: March 18, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Cultural Committee Meeting Minutes

Attachment: September 21, 2020, October 19, 2020, November 16, 2020, December 21, 2020, January 11, 2021, February 8, 2021

Firefighters Pension Fund Board Meeting Minutes

Attachment: September 14, 2020, October 26, 2020

Code Compliance Meeting Minutes

Attachment: January 27, 2021

Planning & Zoning Board Meeting Minutes

Attachment: January 7, 2021

Community Appearance Board Meeting Minutes

Attachment: January 13, 2021, January 27, 2021

APPROVAL OF THE AGENDA

April 20, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/89813300666?pwd=NTR3bUxtNERyZEN3ZkpWdEJwLzhQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (312) 626-6799

Meeting ID: 898 1330 0666#

Participant ID: #

Passcode: 252036#

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 adhering to social distancing protocols, face covering requirements and temperature checks upon entry:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Presentation by Joe Scott, Supervisor of Elections, regarding the High School Voter Registration Drive and the increase of election costs.**

Sponsor: Office of the City Clerk

PUBLIC HEARINGS – SECOND READING

2. **P.H. 2021-055: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 13 "DEERFIELD BEACH EDUCATION ADVISORY BOARD," OF THE CITY CODE TO AUTHORIZE THE EDUCATION ADVISORY BOARD TO REVIEW APPLICATIONS AND RECOMMEND NOMINEES FOR A HIGH SCHOOL ACADEMIC SCHOLARSHIP AND TO PROVIDE FOR REMOVAL OF BOARD MEMBERS DUE TO UNEXCUSED ABSENCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Legislative and Community Affairs

Attachment: Education Advisory Board

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

- 3. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Katherine Freitag, Perry Victor, Judy Wilson, and Karen Hardy as regular members and appointing BrenNette Rahming as an alternate member to the Cultural Committee; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky, Mayor Bill Ganz

Attachment: Cultural Committee Reappointments/Appointment

- 4. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Perry Victor to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach to fulfill an unexpired term; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak

Attachment: Police Pension Board Appointment

- 5. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Andrew Johnson as a member of the Public Art Program Committee; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak

Attachment: Public Art Program Committee Appointment

- 6. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Diane Chisholm as a Commissioner of the Deerfield Beach Housing Authority; and providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: Deerfield Beach Housing Authority Reappointment

ADDENDUM

- 7. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Valerie Hackett to the City of Deerfield Beach Non-Uniformed Municipal Employee Retirement Committee to fulfill an unexpired term; providing for service without compensation; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak

Attachment: Non-Uniformed Retirement Committee Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 8. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-22-JW for fireworks display; authorizing execution of an Agreement with Zambelli Fireworks Manufacturing Company, the top ranked firm, for a three year term with two additional one year renewal terms in an amount not to exceed \$37,053.00 per fireworks display event; providing for implementation and an effective date. (*Funds from various departmental operating accounts with costs not to exceed \$37,053*)**

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: Zambelli Fireworks Manufacturing Company

- 9. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$8,257.50 to Purchase Order #210028 for the Fire Station #66 Generator Fuel Tank Replacement, for a total project cost of \$36,801.25; providing for execution and an effective date. (*Funds from Account #001-5060-519-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Fire Station #66

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Keith and Associates, Inc. in an amount not to exceed \$58,000.00 for professional design services for the Deerfield Schools LAP Project Sidewalk Design; authorizing execution of a Work Authorization; and providing for an effective date. (*Funds from Account #108-5050-541-30-99 - Other Professional Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Keith and Associates, Inc.

- 11. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-16-PC for Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations; authorizing execution of an Agreement with Carus, LLC, the lowest priced responsive and responsible bidder, for a one year term with four additional one year renewal terms; providing for severability and an effective date. (Funds from Account #401-5020-533-35-11 - Utilities, Water Plant-Chemicals)**

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: Carus, LLC

DEPARTMENTAL BUSINESS

- 12. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Design-Build Construction Agreement with Shiff Construction & Development, Inc. for the Center for Active Aging Redevelopment Project in an amount not to exceed \$11,247,918.64; providing for conflicts, severability and an effective date. (Funds from Account #317-8000-569-61-12 - Construction & Account #358-8000-569-61-12 - Construction)**

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: Shiff Construction & Development, Inc.

- 13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Vector Fleet Management, LLC, for supplemental fleet maintenance and repair services; authorizing the City Manager to execute the Agreement for a three-year term with two additional three year renewal terms; providing for implementation and an effective date. (*Funds from various departmental accounts with projected annual costs of \$735,338.90*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Vector Fleet Management, LLC

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, May 4, 2021

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.



SPECIAL CITY COMMISSION MEETING MINUTES

Thursday, March 18, 2021

6:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 6:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

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

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
Assistant City Clerk Heather Montemayor

Town of Hillsboro Beach Council was present via electronic media communications from the Town's Chambers.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION AGENDA

March 18, 2021

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

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

Nays: 0

The agenda was unanimously approved by the Town of Hillsboro Beach.

DEPARTMENTAL BUSINESS

- 1. Resolution 2021/038 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking of Request for Qualifications #21-15-JW for Coastal Engineering Services (beach nourishment); authorizing the City Manager to negotiate an Agreement with the most qualified, responsive and responsible proposer, Coastal Protection Engineering, LLC, for a three-year term with two additional one-year renewal terms; and providing for an effective date. (Funds from Account #001-4553-539-3299 - Other Contractual Services)**

DEPARTMENTAL BUSINESS - CONTINUED

The Resolution was read by title only; thereafter, the Town of Hillsboro Beach's Resolution was read by title only.

Mayor Ganz recognized County Commissioner Lamar Fisher.

David Santucci, City Manager, thanked Ivelsa Guzman, Purchasing Manager, Jeremin Worlds, Senior Buyer, Chad Grecsek, Director of Sustainable Management, and Patrick Bardes, Coastal and Waterways Coordinator, for their efforts on this procurement. Thereafter, he provided a brief overview of the procurement process for CCNA contracts. The bid was sent to approximately 183 prospective offerors in the e-procurement marketplace; whereby, 11 vendors showed interest and three (3) provided responses by the February 16, 2021 deadline. The responses were reviewed by procurement staff, then provided independently to each evaluation committee member, which consisted of two (2) members from the City of Deerfield Beach and two (2) members from the Town of Hillsboro Beach, as required by the settlement agreement. The evaluation committee was unanimous in their decision to make a recommendation to move forward with negotiations with Coastal Protection Engineering, LLC.

Continuing, Mr. Santucci said the settlement agreement requires the selection of a consultant to jointly work with both municipalities on a cooperative and regional effort for beach nourishment. Lastly, he said the requirements of the proposed contract include the design of the coastal protection project, which will consist of the beach nourishment storm protective and erosion control measures, innovative technologies, repair construction cost estimates and assigning a bidding process which includes preconstruction conferences to make recommendations on the procurement method to ensure compliancy.

Mac Serda, Town Manager, stated that both sides worked cooperatively together throughout the entire process. Furthermore, he said the three (3) proposals received came from excellent firms, making it extremely close; however, the evaluation committee was unanimous in their decision. Lastly, Mr. Serda thanked all those who contributed in the process.

Commissioner Hudak thanked both municipalities for coming together on this project, as a positive partnership will be good for everyone involved.

Vice Mayor Preston thanked city and town staff for bringing a workable solution to the process.

Town Mayor Tarrant stated that she appreciates all the hard work that both municipalities have done to get to this point. Thereafter, she provided a brief overview of her interactions with coastal engineers, geologists, etc. over the past few years at the annual FSEPA Conferences. Lastly, she said Coastal Protection Engineering, LLC is the dream team of beach projects and looks forward to working with them.

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

County Commissioner Lamar Fisher expressed gratification in seeing both municipalities come together on this project and wished everyone the best moving forward.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 1, adopted Resolution 2020/038. Roll Call:

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

Nays: 0

Item 1 was unanimously approved by the Town of Hillsboro Beach.

ADJOURNMENT

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to adjourn the meeting at 6:17 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

City of Deerfield Beach

CULTURAL COMMITTEE BOARD

APPROVED MINUTES

MEETING of September 21st, 2020 on Zoom

The meeting was called to order at 6:32 PM. The following Board Members were in attendance:

Voting

Karen Hardy

Perry Victor

Judy Wilson

Katy Freitag

Thelema Lamar arrived at 7:30 PM

Non-Voting

Ashley Gombs

Excused Absence

Martha Henry

Unexcused Absence

1. Approval of minutes from August 3rd meeting
 - Perry motioned to approve minutes from August 3rd meeting. Seconded by Judy. All in favor.
2. New Business
 - a. Alternative Ideas
 - i. Film Festival
 - Katy motioned to approve to host the Jersey Boys, “Oh What a Night” event. Seconded by Judy. All in favor.
 - Perry would like the committee to place a cap on the amount of money budgeted for the “Oh What a Night” event.
 - Katy motions for city assistant in hosting December 11. All in favor
 - Katy motions to cap the costs to \$2000. Seconded by Perry. All in Favor.
 - ii. Starving Artist Art Festival/Local Artist Art Festival – Scaled down Art Festival
 - Budget and proposal, other venues for beach,
3. Old Business
 - i. Cultural Committee Responsibility
 - a. Festival of the Arts 2021
 - i. Alternative Festival Date - TABLED
 - March 20th & 21st
 - April 10th & 11th
 - Motioned to proceed to design and scale down art festival and change the name.
 - Survey to see if people will be interested doing this event. Get a new venue other than the beach
 - Request Ashley for budget cost for commission to approve

- ii. Event Management Bids
 - Motioned to not have an event management company this year.
 - Perry second and all in favor
- iii. Call to Artists – TABLED
 - Vendor Applications and calls to artist
- iv. Judy second and all in favor
- v. 2020 Budget
 - Ashley to send Karen, last years budget to work off of
- b. City events
 - i. Fall Festival – October 23rd & 24th
 - Katy motioned to let the City use the bags they have purchased in the past
 - ii. Ocean Way Holiday – December 5th
 - No assistance from the cultural committee
- 4. Comments from the Chair & Vice Chair
- 5. Comments from Committee
 - Ashley- reach out to the city clerk to find out how long it has been since vacancies have been opened.
- 6. Comments from Staff
- 7. Comments from Public
 - Gaby-Proposed having the festival of the arts at the empty shopping mall
- 8. Next meeting will be held on October 19th
 - Katy makes a motion to adjourn the meeting at 8:20 PM. Seconded by Perry. All in favor.

City of Deerfield Beach
CULTURAL COMMITTEE BOARD
APPROVED MINUTES
MEETING of October 19th, 2020 on Zoom

1. Call to order/roll call

The meeting was called to order at 6:32 PM. The following Board Members were in attendance:

Voting

Karen Hardy

Perry Victor

Judy Wilson arrived at 6:59 PM

Katy Freitag

Martha Henry

Thelema Lamar arrived at 6:37 PM

Non-Voting

2. Old Business

a. "Starving Artist Art Festival" - Scaled down Art Festival

- Committee discusses the potential of having the Starving Artist Art Festival
 - Perry wants to charge per artist set for \$75
 - Ashley confirmed budget for this year at \$74265 and will send over the budget
 - Perry suggest for a virtual component, to keep it small and inexpensive
 - Katy offers to drop it to \$75, food trucks, no music, small, no t-shirt and no management team, 30 booths, and no capping the price of what artist want to sell merchandise for.
 - Martha does not agree with the event for safety reason.
 - Thelema inquires if musicians will be considered as artist and concerned about the spread
 - Judy feels the event is to happen based on date and place, but people will come out.
 - Ashley offered locations: Arboretum, Villages of Hillsboro, Middle school football field, pioneer park, and Sullivan park

I. Number of vendors

- Committee discussed only having 30 vendors join the event.

II. Festival Date

- Katy stated she will work with Ashley on the event propose to submit to commission for approval.
- Katy motioned to proceed with event the Starving Artists Art Festival event on March 20th, with rain date April 10th. Second by Judy. All in favor.
- Katy motioned to table all details for the Starving Artists Art Festival until next meeting. Thelema second. All in favor.

b. Drive-in Movie

- Katy motioned to have the movie at Villages of Hillsboro. Judy second. All in favor

I. Movie

- Karen mentioned they were looking to show the Jersey Boys movie.
- II. Date
 - Karen stated that the event date is tentatively set for Friday, December 11, 2020. This is pending commission approval.
 - III. Proposal
 - Karen mentioned that she will be working on the Drive-in movie proposal to bring in front of commission for approval.
 - IV. Alcohol
 - All committee members agree to not have any alcohol sales at the Drive in movie.
 - V. Charging per vehicle
 - Katy motioned to charge \$5 per car. Second by Judy. All in favor.
 - VI. Volunteers
 - Needs volunteers to hand out the candy to the cars and parking lot
 - Karen will work on proposal to Ashley
 - VII. Event chairs
 - Katy will work with Ashley for the candy company and volunteers to hand out the candy.
3. Comments from the Chair & Vice Chair
 - Katy motioned to have the festival on March 20th with a rain date on April 10th. Second by Judy. All in favor.
 - Karen- Commented on the Thank you letter
 - Katy- remarks and offended on the commissioner Preston's want to put together another committee for District 2
 - Judy – wants to be involved in the black community
 4. Comments from Committee
 5. Comments from Staff
 - Ellen - next meeting may have to be in person
 6. Comments from Alternates
 7. Comments from Public
 - Jane - concern if the meeting is held face to face will the room be sanitized.
 - Ashley - reassured, temp checks, waivers, mask and distance.
 - Gaby - inquired about the money for the mural in 2018. Grant was not given.
 8. Next Meeting – November 16th
 9. Adjournment
 - Perry motions to adjourn the meeting. Seconded by Katy. All in favor.

Committee Mission Statement

The mission of the Deerfield Beach Cultural Committee is to assist the City of Deerfield Beach in positioning Deerfield Beach as the city with the most desirable cultural environment for individuals and families as well as businesses both large and small by providing a cultural environment that is accessible, progressive and positive in design.

City of Deerfield Beach - CULTURAL COMMITTEE BOARD
MEETING of November 16th, 2020 – 6:30 PM at
Central City Campus, 401A SW 4th St (Large Conference Room)
APPROVED AGENDA

Voting

Karen Hardy
Deborah Sullivan
Katy Freitag
Ashley Combs
Judy Wilson

Absent

Thelema Lamar
Perry Victor (Excused)
Martha Henry

1. Call to order/roll call
 - Meeting starts at 6:37pm
2. Approve last month's minutes
 - Katy motioned to approve minutes from October 19th. Second by Judy
3. Love for Art at the Butler proposal
 - Karen- they are looking for money for 11/20-1/21 at the butler house. Looking for \$750 for every 3 months. Voting on additional money.
 - Judy motioned to approve the \$750 balance and Katy second. All in favor
 - Katy- comments on wanting to assist with any other programs to spread more culture in the city. Anything art and culture related, ie Elementary schools, dance, writing school, etc.
 - Ellen clarifies the proposal
4. Old Business
 - a. "Starving Artist Art Festival" - Scaled down Art Festival
 - Karen- not in January to give more time for COVID. Conversation per the survey. Comments on changing the name of the event and having it at the beach.
 - Judy- Thoughts the comments from survey was positive and few feedbacks on the date of event.
 - Ashley- sent survey to over 100
 - Katy- The comments on the name, thoughts on changing the name such as "Festival of the Art Take 2". Wants to continue with the March date with the rain date April. Aisle one way in and one way out. Keep it to the tri county artist area, to keep it smaller. Suggest 40 max vendors/artist.
 - Judy- question the cap of vendors/artist
 - Deborah- Ok with vendors coming with no exclusion.
 - Katy- concerned about the spacing and the amount of artist. Suggest capping it at 50.
 - Ashley- Depends on location for how many vendors. Let the committee know that the city manager has been making locations more controlled with the numbers going up. Possibly 70 if beach, but if park will be a lot different. Suggest motioning with a contingency.
 - Katy- Suggest Oveta Mckeithen field/ food trucks/ concert inside or outside.
 - Ashley- no shuttling
 - Katy- parking garage, people can walk across the street
 - Ashley- suggest Drive through
 - Members remark would be tough
 - Deborah- believes as long as space is big enough and manageable. Oveta would work
 - Katy- ask committee what do they think of changing the name
 - Karen- discuss name change in next meeting
 - Katy will put together a proposal by next week. 1 for the beach and 1 for OMRC with 2 dates. Security for one night. One date event. 50 vendors if on the beach and if the park 75/100 vendors.

- Deborah – motioned to give Katy and Ashley to work together to approve the proposal to give to the city manager and assistant manager based on the information discussed today. Judy second and all approved
- Katy- will send to the committee so that they all have the copy of what will be sent.

I. Proposal

II. Call to Artists

i. Vendor Applications

1. Costs of booth

- * Karen- Suggest \$125
- * Judy- Suggest \$150
- * Katey- Suggest \$100 because of the location, if the beach \$150
- * Deborah- Suggest \$125

2. Cost cap of items being sold

- * No more Cap

3. Number of vendors

- * Food Vendors- agreed on \$150 for one day event
- * 50 if located at the beach/ 100 if located at a park

4. Logistics

5. Alcohol

- * Katy- to come as they want, pull their own liquor license/permit do their own things and submit their application to the city. Let us know what their serving so that there is no duplicates.
- * Ashley – explains the fee to be higher and they have to have to complete an application and we have to approve each line item.
- * Alcohol- not sure on what to charge and will wait TBD

III. 2020 Budget

- * Katy motioned to table budget portion of “ Starving Artist “ until next meeting. Judy second and all approved.

IV. Volunteers

- * Katy motioned to table volunteer portion of “Starving Artist “until next meeting. Judy second and all approved.

b. Drive-in Movie

- Karen- wants to change the date for January 22nd
- Katy makes a motion to change the date to January 22nd, Judy second and all approved.

I. Proposal

- Karen- printing and publicity part of the budget confusion
- Ashley- flyers/advertisement
- Karen- advertisement will be done all on Facebook
- Katy- wants to take an ad in the Pelican
- Ashley-suggest the Observer
- Judy- doesn't want to pay too much on advertisement for 50 cars

II. Budget

- Karen-
- Ashley- estimated amount, \$15 for the movie \$400 for swank
- Judy- Historical society has the video of Jeff, edit it down to accommodate the time. Believes Jeff will only charge \$150.
- Katy- to run sponsorship/ commercials before the movies
- Katy & Deborah will work on the candy, ie getting the key club, the band, etc..
- Ashley- wants to know if they need BSO for security

- Judy- questioning if we need them at that cost
- Ashley- to ask if BSO can stop by
- Katy- will see what they need for security for next meeting
- Ashley- taking care of Lighting
- Judy- would like the proposal to be updated per discussion
- Katy- Motioned that with changes to approve the proposal sent to Ashley with changes to the city manager with changes noted per the committee discussion. Deborah second and all approved.

c. 2020 Budget

- Ashley will make adjustment to \$6,000 for Festival of the Arts
- Katy- Motioned to adjust revenue of the Festival of Arts to \$6,000. Second by Judy and all approved.
- Katy- Motioned to approve fiscal year budget for 2021 with noted change. Second by Deborah and all approved

d. Volunteers

- N/A

5. Comments from the Chair & Vice Chair

- Katy- Add a speaker for commissioners speaking

6. Comments from Committee

- N/A

7. Comments from Staff

- N/A

8. Comments from Alternates

- N/A

9. Comments from Public

- N/A

10. Next Meeting – December 21st

- Need to discuss next meeting date for next month.

11. Adjournment

- Katy motioned to adjourn and Deborah second. All in favor

Committee Mission Statement

The mission of the Deerfield Beach Cultural Committee is to assist the City of Deerfield Beach in positioning Deerfield Beach as the city with the most desirable cultural environment for individuals and families as well as businesses both large and small by providing a cultural environment that is accessible, progressive and positive in design.

City of Deerfield Beach - CULTURAL COMMITTEE BOARD
Approved Meeting of December 21, 2020 6:30PM
Central City Campus 401A SW 4th St. Large Conference Room
AGENDA

Voting

Karen Hardy
Deborah Sullivan
Katy Freitag
Martha Henry
Judy Wilson
Perry Victor
Thelema Lamar

Non Voiting

Ashley Combs

1. Call to order/roll call
Meeting started at 6:39pm
2. Approve last month's minutes
Katy motioned to approve November 16th minutes, and Judy second. All in favor
3. Old Business

a. **Scaled down Art Festival (need new name)**

- I. Proposal (Katy)-one for Oveta, one for Beach
-Katy- proposal not completed, recapping \$125 per both, OMRC first location and second is Villages, date chosen March 20th and rain date of April 10th, No beach because can not control people coming in and out. Spacing tents out on the perimeter, food trucks, 50/60 tents, using a clicker to keep track of people. Villages is a lot harder for parking.
-Ashley- suggest Sullivan park and Pioneer park
-Judy- thinks Sullivan is too small, suggest Pioneer would work better

II. Call to Artists -date?

i. Vendor Applications

1. Costs of booth-depending on location
 2. Location
 3. Number of vendors-depends on location
 4. Logistics
-Karen- we'll work on
- Event bright/Civic rec- 2 hour time slot
5. Parking
-Karen- depends on location
 6. Security
-Katy- will put together with proposal
 7. Alcohol -2 vendors
-Katy- still interested in having alcohol. Depends on how many apply.
-Ashley- Vendors will have to pay to be onsite
-Katy- will come back in January with a full proposal
 8. Food (food trucks?)
-Karen- 2 or one?
-1 non profit vendor

b. **Drive-in Movie** January 22nd?

1. Has it been approved?

Ashley- not a full approval yet, Broward county is approved, Just waiting for the city

2. request security & coset (do we have the cost?) BSO?

-Karen- asking if BSO

-Ashley- BSO is comp for 1day festival, but we will have to pay for the movie.

-Katy- can we have volunteer deputies

3. Publicity -Facebook, fliers, Pelican ad. Observer online (minimal cost)

-Judy-Pelican, 2 weeks before.

-Ashley- on Facebook and we can boost it ourselves.

4. Candy purchase-need to order (katy, Deborah, Ashley)

-Deborah- Kwanis kids can sell candy

-Katy- suggest having a fee (\$15), for hot dog, popcorn and soda. With Kwanis still selling candy.

-Karen- a lot of work and cooking it there, should just leave it alone

-Ashley- we will have to follow a lot of different rules if the items have to be cooked on site and not prepacked.

-Katy- will work on getting sponsorship

5. Lighting

-Ashley- we will need lighting and it is budgeting

6. sponsorship?

7. video (Charles Callelo)

-Judy- it was longer, we can see what we want to keep.

- All committee agreed to edit and scale down

8. final budget

4. 2021 budget

-Katy table the 2021 budget and 2nd by Debbie, all on in favor.

5. Comments from the Chair & Vice Chair

6. Comments from Committee

-Katy- question on how to better hybrid the meetings?

- Ashley- will looking to different resolutions

-Katy- as long as we have an in person quorum, every on zoom can still vote

- Katy- would like the committee to concentrate on doing other activities virtually to get people excited about culture in the city. Whether it be essay contest, get people involved. Please bring ideas forward.

7. Comments from Staff

8. Comments from Alternates

9. Comments from Public

10. Next Meeting- January 11th

11. Adjournment

-Katy adjourned meeting @7:37pm and second by Deborah. All approved

City of Deerfield Beach - CULTURAL COMMITTEE BOARD

MEETING of January 11th, 2021 – 6:30 PM at

Deerfield Beach Chambers (150 NE 2nd Ave) & Zoom

AGENDA

Voting

Katy Freitag
Deborah Sullivan
Tiffany O'Bryan
Judy Wilson
Ashley Gombs

Zoom

Martha Henry
Perry Victor

Excused Absence

Karen Hardy
Thelema Lamar

Join Zoom Meeting

<https://deerfield-beach.zoom.us/j/85272886499?pwd=MmpvRHQrZ0RHS0F3S0dnK3dwbjZoQT09>

Meeting ID: 852 7288 6499

Passcode: 170548

Dial by your location

Call-in number: 1-312-626-6799

Meeting ID: 852 7288 6499

Passcode: 170548

1. Call to order/roll call

*Katy called meeting to order at 6:44pm.

2. Approval of December minutes

*Judy motioned to approve December's minutes, Deborah 2nd, all in favor.

3. Old Business

a. "Starving Artist Art Festival" - Scaled down Art Festival

Name Change:

*Katy- Suggest "Pop up @ Pioneer Park Art Festival"

*Perry- Suggest "Deerfield Art Festival"/"Art Festival"

* Deborah- Suggests "Expressions in the Park"

* Judy- Suggests "Pop up Art @ Pioneer Park"

* Gaby- Suggest "Great little art @ Pioneer Park"

*Judy motioned to have the name changed to "Pop up Art @ Pioneer Park", Tiffany 2nd. All in Favor.

I. Proposal – Katy

*Allow 40/50 tents with 6ft in between, 4 Food Trucks, Portable restrooms, tents for merchandise, tent for kids art, 40 tents at \$125 per tent, @00 for double tent, 4 Food Trucks at \$175, 2 alcohol vendors at \$200 each. \$6000 profit. City has tables, tents and chairs. Security, 2 people for overnight Friday night from 8am-8pm. Sound for DJ and lite music. Pay out \$2500-\$3000, so we would double.

*Judy- security would be a fluid expense, suggest charging the artist that need overnight service

*Perry- concern it becoming a big event needing security, and how much money we are charging vendors, will prefer to charge less.

Tiffany- see if other artist will to get sponsors

II. Call to Artists

i. Date

*March 20th , rain date April 10th

ii. Vendor Applications

iii. Location

1. Pioneer Park- **Yes**

2. Oveta- **No**

3. Villages of Hillsboro- **No**

iv. Time

*10am-9pm

- v. Registration
 - *Registration time, increments, counting people in and out and maintain Covid safety guideline.
 - *Ashley-Needs to be approved by the City manager, to create application and then send out
- vi. Cost of booths per location
 - * Perry motioned the cost for Non-resident vendors \$125 and Deerfield residents \$75, No 2nd, Motion does not pass
 - *Judy motioned to discount residents \$25, No 2nd , Not passed, further discussion.
 - *Tiffany- Suggest \$100 per booth
 - *Ashley- motion \$125 for non-residents and \$100 for residents, Judy 2nd and in favor. Perry Nei
- vii. Number of vendors
 - *Artist-40/50
 - *Food trucks- 4
 - *Merchandise tent
 - *DJ/live Music
 - *Net \$6,000 +
- viii. Logistics
 - *Use of city staff and equipment
 - *mark areas in grass
 - *Outfield are 10ft
 - *Food trucks by 2nd base
 - *Restroom by entrance and exit of gates
- ix. Parking
 - *Enough parking, also call elementary school for additional parking access, spill over at city hall
- x. Security
 - * 2 people overnight security Friday 8am-8pm
- xi. Alcohol vendors
 - *Katy- 2 Alcohol vendor not selling the same type of alcohol
 - * Deborah motioned limit to Rotary/Kiwanis club for selling alcohol, Judy second. Deborah withdrew motion.
 - *Deborah motioned all charitable organization to participate, Perry 2nd, All in favor.
- xii. Food (Trucks)
 - * Judy motioned to limit to 4 food trucks. Tiffany 2nd All in favor
- III. Committee Responsibilities
 - * Perry- Merchandise
 - *Karen- Volunteers
 - *Tiffany- Sponsors
 - *Gaby- can reach out to high school to see if their band would like to be a part of entertainment
 - *Committee- Facebook boosting (no cost)
 - *Ashley Molina- Create logo- "Pop up Art @ Pioneer Park"
- b. Drive-in Movie – January 22nd
 - I. Update from City Staff
 - * 15 registered
 - II. Security
 - i. BSO
 - c. * Katy- will follow up with BSO for volunteers
 - 1. Costs
 - II. Advertisement
 - * Ashley- will ask Dave Hunt can create a mini commercial

- i. Facebook
 - * City has already Boosted it once for \$20
 - ii. Flyers
 - *No
 - iii. Pelican
 - *No
 - iv. Observer online
 - * No
- III. Sponsors
- IV. Lighting
 - * Ashley- Sunbelt towers (2units)
- V. Video of Callelo
 - * Needs to add culture committee logo added and shortened some more. Remove sponsors at the end.
- VI. Swank
 - * Ashley Molina- ordered it
- VII. Budget
 - * No food
 - * For both events "Oh What a Night" and "Pop up Art @ Pioneer Park", expense would total \$5,583.70, Potential Revenue \$6,600.
- VIII. Volunteers
 - * Volunteers selling candy, car to car.
 - *Ashley Molina-Advises committee to sell candy at Check in and to provide vehicles with communicate sheets to call if they would like more candy.
- d. Committee responsibilities
 - Judy- to be Callelo handler and manage backstage
 - Ashley, Deborah, Gaby and Perry- Check in booths
- 4. Comments from the Chair & Vice Chair
- 5. Comments from Committee
 - Tiffany- will look into digital art to run on screen, continuous slide
- 6. Comments from Staff
- 7. Comments from Alternates
- 8. Comments from Public
 - Gaby- can help with drive in, to reach out to get children art
- 9. Next Meeting – February 15th is Presidents Day need to vote on new meeting date
 - Judy- motioned to have the meeting on Feb 8th, Perry 2nd all in favor
- 10. Adjournment
 - Perry motioned to adjourn meeting @ 8:30pm, Deborah 2nd , All in favor.

Committee Mission Statement

The mission of the Deerfield Beach Cultural Committee is to assist the City of Deerfield Beach in positioning Deerfield Beach as the city with the most desirable cultural environment for individuals and families as well as businesses both large and small by providing a cultural environment that is accessible, progressive and positive in design.

City of Deerfield Beach - CULTURAL COMMITTEE BOARD
MEETING of February 8th, 2021 – 6:30 PM at
Deerfield Beach Chambers (150 NE 2nd Ave) & Zoom
Approved AMENDED AGENDA

Voting

Katy Freitag
Deborah Sullivan
Tiffany O'Bryan
Judy Wilson @ 7:31pm
Karen Hardy

Zoom

Thelema Lamar
Perry Victor

Excused Absence

Ashley Gombs

Join Zoom Meeting

<https://deerfield-beach.zoom.us/j/85272886499?pwd=MmpvRHQrZ0RHS0F3S0dnK3dwbjZoQT09>

Meeting ID: 852 7288 6499

Passcode: 170548

Dial by your location

Call-in number: 1-312-626-6799

Meeting ID: 852 7288 6499

Passcode: 170548

1. Call to order/roll call
 - Meeting called to order at 6:43pm with roll call.
2. Sunshine Law refresher training
3. Approval of December minutes
 - Katy motions to approve December's minutes. Deborah 2nds. All in favor.
4. Love for Art @Butler approve Feb/March & April/May sessions
 - Deerfield Beach Historical Society has requested funding for their 2 sessions. Feb-March and April-May, classes to be hosted by the Historical Society and the cultural committee, held on the 1st (4) Thursday of February and March 2021 and 1st (4) Thursday April and May 2021. Price includes 2 instructors, art material for the programs total \$1530 each 2-month session.
 - Katy motioned to approve funding for the Love of Art Feb and March and April and May sessions at the cost of \$1530 per sessions. Deborah 2nd. All in favor.
5. Old Business
 - I. Pop up Art at Pioneer Park" 3/20/2021
 - i. Pioneer Park from 10am-9pm
 - Katy- wants to know if it can be set from 10am-10pm
 1. (2) hour sessions on Eventbrite
 2. Guests per session
 - Katy motion to allow up to 200 people per session. Debbie 2nd. All in favor.
 - ii. Logo
 - Judy motions to accept logo provided by Ashley on the screen, Katy 2nd. All in Favor
 - iii. Vendor Applications
 - Katy- suggest vendors check in, to ask what is the number of people they will allow in their tent. Pre-print per artist request to hang on their booths
 - Debbie- inquires the size of each vendors tents
 - Ashley- suggest setting a limit; 10x10 should have a limit of (4 people per tent)
 - Katy- wants to limit to 5
 - Deborah- suggest limiting to 3
 1. 40-50 vendors

- Katy- would like the vendors to set up the day before.
- Katy- has 6 artist and 2 food vendors that are interested.
- Katy- will meet with Ashley to look over the applications(food and artist).
 2. 4 food trucks
 3. Merch tent
- Perry- tote bags; instructs staff to look for tote bags
- Ashley- suggest that he search through 4Imprints.
- Deborah- Thinks they should pay \$10
- Perry- will look at the website and let the City Staff which totes to request for samples.
- Katy- will do inventory of the storage for merchandise; no shirts
 4. DJ/Live music
- Katy- City staff at \$75 an hour until 3pm (5hrs)
- Ashley- 11hrs to pay for which is including the sound
- Katy- 10-2:30 DJ (\$350)/ 3-5pm Iggy and Friends (\$300)/ 6-9pm Uproot Hootenanny (\$500)
- Ashley- to clarify the city will need to go into contract with entertainment.
- Judy makes a motion to accept the bands and the DJ As Katy has planned. Tiffany 2nd. All in favor
- iv. Registration – Eventbrite
 - Ashley- Its live and press release going out tomorrow
 - Karen- request a copy of Press Release
 1. 10:00 AM – 12:00 PM
 2. 12:30 PM – 2:30 PM
 3. 3:00 PM – 5:00 PM
 4. 5:30 PM – 7:30 PM
 5. 8:00 PM – 10:00 PM
- v. Logistics update – Katy
 - Katy- needs to determine how many vendors attending Pioneer Days event
 - Katy- wants to ensure the vendors can check in and set up the night before and security will be their.
- vi. Wristband purchase
 - Katy motions to purchase paper wristbands, 4,000 for \$150..... Tiffany 2nd. All in favor
 - Ashley- to clarify if they will like the Cultural Committee logo on the wristbands
 - Committee- likes the idea for the logo on the wristbands
- vii. Parking
 - Ashley- lets the committee know that we have a reciprocal agreement with the Deerfield Elementary school for overflow parking for the date of March 20th
 - Katy- going to reach out to the churches by the cemetery to see if they will allow extra parking.
- viii. Security update
 - Katy- security is factored in the budget
 - Ashley- for Pioneer Day it is \$300
- ix. Music/Art with Kids – Gabriela
 - Gabriela- received one response and they can use crayons, but not sure if it will work.
 - Katy- do we have an idea of a Make and Take
 - Gabriela- can create a make and take similar to Pioneers day.
 - Ashley- suggest call to artist for a kid tent and suggest giving Gabriella a budget
 - Karen-thinks its more complicated than what they want
 - Judy- wants more ideas
 - Deborah- not sure if we have enough information to agree on this topic

- Karen- thins we should concentrate on the actual event versus an art pick
 - Gabriella- will come up with different ideas
 - x. Merchandise – Perry
 - xi. Alcohol vendors-non-profits
 - Karen- Rotary expressed interest and Kiwanis.
 - xii. Food (Trucks)
 - Katy- Do we have applications?
 - Judy motions to have Katy meet with Ashley to go over food and vendor applications. Deborah 2nd. All in favor.
 - xiii. Advertisement/Marketing
 - 1. Facebook
 - Katy- addresses staff to put event on Facebook page as quick as possible to boost and sharing through the committee.
 - Ashley- suggest free e-mail blast for participants from Pioneer Day.
 - Katy motions that we boost and create Facebook page up to \$20. Judy 2nd. All in favor.
 - 2. Pelican
 - Ashley- suggest to hold off until the next meeting to see where the numbers are before advertising in the Pelican and the Observer.
 - 3. Observer
 - 4. Other
 - xiv. Sponsorship – Tiffany
 - Tiffany- has places to go to; but not comfortable because she is new and doesn't feel prepared. Was waiting for flyers
 - Ashley- suggest to ask for special events staff for assistance with sponsorships.
 - xv. Volunteers – Karen
 - Karen- I won't have a hard time
 - xvi. Committee Responsibilities
 - Karen would like to table for next meeting, until Pioneer day is complete to see what is needed when and where.
 - b. Drive-in Movie – January 22nd – Karen
 - Karen- thanks to the committee and City Staff: 40 registered and 30 vehicles came out to great night.
 - Ashley- will have exact numbers for the next meeting.
 - c. Committee shirts and name tags
 - Katy-wants to direct staff to order shirts and name tags
 - Judy motions to direct staff to order the same shirts and name tags for member. Katy 2nd. All in favor
6. Comments from the Chair & Vice Chair
 - Karen- Thank you Katy for covering last meeting.
 - Katy- Looking forward to Pop up Art @ Pioneer Park
7. Comments from Committee
 - Tiffany- would like a copy of the flyer
8. Comments from Staff
 - Come out to Pioneer Day
 - Dale- went over the concept of our Storage Containers
 - Ashley- Shipping containers to have live artist to paint them and put out for the events and around the city
 - Katy- Suggest an unavailing and place them on the bases for the art event
 - Ashley- lets committee know, per city manager the tentative structure needs approval from commission it need to a rendering to be approve.
9. Comments from Alternates
10. Comments from Public
 - Gaby- thank you for the support

11. Next Meeting – 3/15/21 (suggest 2 meetings in between for Pop Up Art)

- Katy motioned and to have a meeting March 1st and 15th. Deborah 2nd. All in favor

12. Adjournment

- Katy motioned to adjourn the meeting. Judy 2nd. All in favor.

Committee Mission Statement

The mission of the Deerfield Beach Cultural Committee is to assist the City of Deerfield Beach in positioning Deerfield Beach as the city with the most desirable cultural environment for individuals and families as well as businesses both large and small by providing a cultural environment that is accessible, progressive and positive in design.



City of Deerfield Beach Municipal Firefighters Pension Fund

*Meetings located at Fire Station #102, 1441 FAU Research Park Blvd,
Deerfield Beach, Florida 33441*

Minutes of the meeting held September 14, 2020

Trustees:

Robert Weech, Chairman – Present
Jonathan Campbell, Trustee – Present
Dan Frazer, Trustee - Present
Stephen Hill, Trustee - Present
Bruce Young – Trustee – Present

Trustees Not Present:

N/A

Also in Attendance:

Steve Barth – Infinity
John Champagne - Infinity
Burgess Chambers, Burgess Chambers & Associates
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Richelle Levy, Rice Pugatch Robinson Storfer & Cohen, PLLC, Fund Counsel
Chad Little, Freiman Little Actuaries
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.
Kyle Van Buskirk – Member

The meeting was called to order by the Chairman at 8:01 A.M.

TRUSTEE COMMENTS

The Chairman expressed his gratitude to see everyone and asked each Trustee if they had any comments, there being no comments the Chairman proceeded.

ACTUARY

Mr. Little advised the Board that he encountered a personal medical condition, however, he does not expect to miss any additional time off. He continued by saying they are close on starting the work on the next valuation and benefit statements.

Mr. Little reported that this year the State Money came in above the core amount, over \$200 per eligible participant and would like direction from the Board as to whether they wish to distribute the funds to the share accounts.

A motion made by Trustee Young seconded by Trustee Hill to authorize the actuary to disburse the excess monies as stated above motion passed unanimously.

MINUTES

The Chairman asked if anyone had any questions regarding the minutes of the meeting held June 8, 2020, there being no questions,

A motion made by Trustee Hill seconded by Trustee Young to approve the minutes of the meeting held June 8, 2020, motion passed unanimously.

INVESTMENT

Mr. Chambers advised the Trustees that he wanted to discuss three items:

1. The quarterly report,
2. The results of the Large Cap manager search and,
3. Mr. Steve Barth and John Champagne from Infinity will provide an update on liquidation.

Mr. Chambers gave a brief overview of the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending June 30, 2020, and discussed the portfolio results through June 2020.

He pointed out the excellent results that rebalancing from the Garcia Hamilton and Sawgrass assets created. He thanked The Chairman and Mr. Falcon for handling the process expeditiously.

Trustee Hill asked Mr. Chambers what his thoughts were in terms of how durable recent gains would be. Mr. Chambers responded he attributes it to the Federal Reserve acting as buyer of bonds. This supported the stock market, and as long as that continues, he does not anticipate trouble.

Mr. Chambers suggested Eagle Capital send the contract to Ricky and believes in the next 30 days the contract can be executed. The investment policy will be amended to incorporate a change in the allocation table. Mr. Chambers recommended splitting the current target of 24% divided by three.

Trustee Young asked Mr. Chambers when he thought the assumed rate of return should be revisited. Mr. Little offered that regardless, in November they would need Board direction on the assumed rate of return before they move forward with the valuation. They have put together a capital market summary as used in the past. The problem with that is JP Morgan half way through the year decided the market had gone down so far they changed their long term forecast.

Ms. Levy asked Mr. Chambers to discuss the Net results vs. the Gross results in terms of the Real Estate. Mr. Chambers discussed the net results. Ms. Levy thanked Mr. Chambers for the information and pointed out that there is a long queue for real estate distributions now and perhaps now is not an opportune time to make any changes. Mr. Chambers agreed and suggested waiting another quarter.

Mr. Chambers discussed the Large Cap values ending June 30, 2020. The Chairman asked Mr. Burgess that his thoughts were as to why the fund's results are better than what the S&P produced. Mr. Chambers said the S&P had about a 7% pull back between the months of July and August and attributes that as part of the reason it underperformed this fund.

The Chairman asked Mr. Chambers what does Eagle possess or have in their allocation that would make a difference. Mr. Chambers said Eagle uses different metrics in the portfolio analysis, and thus would not correlate directly with the other managers, and provides necessary diversification. The Chairman asked if they move forward with Eagle what would the allocation recommendation would

be. Mr. Chambers responded he would divide the allocation equally; for example to give Eagle \$10MM and the other two managers would have \$10MM each.

The Chairman asked Mr. Chambers what Eagle's fees compare to what they are currently paying to the other managers, Mr. Chambers responded Eagle's fees are reasonable. Ms. Levy asked Mr. Chambers how many other pension plans have Eagle, Mr. Chambers said he has about 4 or 5 Plans who have Eagle in their portfolio. Mr. Chambers advised that if the Board wishes to move forward with Eagle, he would have to adjust the investment allocation. Since Eagle is a core manager, he would have three large cap categories instead of two, which would result in 8% allocation to each manager.

A motion made by Trustee Young to retain Eagle Asset Management seconded by Trustee Hill motion passed unanimously.

Mr. Chambers suggested next year when things settle down they can visit not only Eagle Capital but also Cohen & Steers and Lazard Global who are within walking distance of Eagle.

A motion made by Trustee Young seconded by Trustee Hill to authorize the Chairman to sign in between meetings the Eagle Capital agreement upon approval by the Fund counsel, motion passed unanimously.

A motion made by Trustee Young seconded by Trustee Hill to direct Burgess Chambers & Associates to allocate investments evenly amongst the three Large Cap Managers and to amend the investment policy statement based on Mr. Chambers recommendation motion passed unanimously.

Ms. Levy reminded the Board that any changes made to the investment policy must be made after 31 days of the investment policy signed.

INFINITY – Steve Barth & John Champagne

Mr. Chambers gave a brief background history about how the Board came to its investment with Infinity. The fund had a great run with Collins Capital, and they sold to Infinity. The Board began to liquidate the hedge fund position some time ago. That process is not totally complete, and Steve Barth and John Champagne will provide a further update.

Mr. Barth advised the Trustees that there is still a balance of approximately \$850,000. He told the Board a redemption was requested mid-2018, and approximately \$6MM was paid out over a quarterly basis after the redemption period. An additional \$500,000 hold back was paid in 2019. They were experiencing a substantial number of redemption by other plans. As a result they made a decision to create a fund to be liquidated over time.

Mr. Champagne, reported that out of the \$850,000 left in the allocation, around 68% is within one manager, Cerberus Partners, operator of the Albertson's Grocery Store. The grocery store business has improved over the last past quarters. This was a private company and became public in June of this year. Mr. Champagne advised the Board there is liquidity available however, they have to wait for the right opportunity. The timing at this time is uncertain, but the company is doing well.

The Chairman asked Mr. Barth when they thought they would be making distributions, Mr. Barth feels they will be making quarterly distributions and it may be 4 to 8 quarters before they fully complete the liquidation.

Harbinger Capital holds 22% of the remaining position, the majority of that position is with a business called Legato. In terms of an outlook, we are optimistic that there could be a resolution over the next couple of quarters. The business has obtained a loan to facilitate the operations and maintain the business for the next few quarters. Mr. Barth hopes that over the next 3 to 6 quarters there may be a resolution.

The remaining positions are about 5% each. That allocation is spread across a number of different liquid assets mostly real estate and is less liquid.

The Chairman expressed the goal to put this situation behind them. Mr. Chambers advised you have a good team in place who are working to get the funds money as quickly as possible and believes within the next two years all of the money will be recovered. This amount is not affecting the overall results of the Plan. Trustee Hill asked if that money is earning any interest. Mr. Champagne responded that throughout 2020 the position is up 6%.

The Chairman thanked both Mr. Barth and Mr. Champagne for their efforts in liquidating the fund as soon as possible.

Trustee Hill asked Mr. Chambers if the presidential election will have an effect on the portfolio and if they need to look at the diversification. Mr. Chambers advised the Board that he does not feel any changes need to be done, he feels the portfolio is well diversified.

OLD BUSINESS

None

PUBLIC FORUM

Mr. VanBuskirk advised the Board that he had previously requested that the Board continue providing online access. Ms. Levy responded it is not clear whether a meeting can be opened to the public through zoom. Right now the governor's order is about to expire October 1st. Unless that is extended The Trustees will have meet in person, we are required to open the meeting to the public which means the public will have to be able to attend the meeting in person. The issue that is going to be facing the governor is social distancing, if we are required to allow the public to attend we will have to deal with the social distancing situation.

Ms. Levy advised Mr. VanBuskirk that as soon as she knows the answer to his question she would report back to the Board.

Mr. VanBuskirk stated he was interest in what action the Board takes on the assumed rate of return.

The Chairman asked Ms. Levy what is the status of the Governor's Executive order regarding meetings via web conference. Ms. Levy reported that as of this date, the Executive Order will expire October 1st and will continue to monitor and report to the Board accordingly.

NEW BUSINESS

None

ATTORNEY'S REPORT

Ms. Levy discussed a law that was signed in to effect on August 14, 2020 Safeguarding America's First Responders. The Public Safety Officers Benefits Program is a federal benefit for death and disability for first responders in this country. This law does not affect this pension plan directly.

Ms. Levy informed the Board that the City of Deerfield Beach is undergoing an overall operational audit. They have asked for some information regarding the documents that govern the pension plan such as the ordinance, they have also asked how the specific pension benefits are calculated. This information was provided to the City.

The Chairman asked if the audit report will be available for review. Ms. Levy advised the Board that since this is a public record, it will be available to the public and would share with the Board once the audit is released to the public.

NEW BUSINESS

None

OTHER BUSINESS & COMMUNICATIONS

The Chairman thanked all for their attendance and efforts in putting the meeting together during these trying times due to the pandemic.

ADMINISTRATOR

Mr. Falcon advised the Board that Ms. Levy has reviewed the engagement letter. Ms. Levy confirmed she reviewed the letter and the letter details the Auditor and the Plan's responsibilities. The proposed fee for this year's audit is \$10,400.00 vs., \$9,915.00, which was last year's fee. The Chairman asked Ms. Levy if the letter is the same as last year's, Ms. Levy responded that the letter is not the same however, her firm has seen the letter with other clients and have reviewed it extensively, it includes additional language that governs the auditor.

There being no further questions,

A motion made by Trustee Hill seconded by Trustee Young to authorize the Chairman to sign the engagement letter as stated above motion passed unanimously.

The next item Mr. Falcon discussed were the City of Deerfield Beach Firefighters Pension Fund Disbursements Ratifications for the period of June 5, 2020 through September 9, 2020 in the amount of \$93,357.30 there being no questions,

A motion made by Trustee Hill seconded by Trustee Young to ratify the City of Deerfield Beach Firefighters Pension Fund Disbursements for the period of June 5, 2020 through September 9, 2020 in the amount of \$93,357.30 motion passed unanimously.

Mr. Falcon advised the Board that he did not present financials today due to not having all the investment results and will present at the next meeting.

The last item Mr. Falcon discussed was a request he received from the City Manager for City of Deerfield Beach who was involved in the negotiations regarding Hillsborough Beach. Mr. Little and Ms. Freiman assisted in obtaining the information for the City Manager.

Ms. Levy asked Mr. Falcon if he had the Budget to present today, Mr. Falcon responded he would send that out later that day.

ADJOURN

A motion made by Trustee Hill seconded by Trustee Young and unanimously passed to adjourn the meeting at 9:53 A.M.



City of Deerfield Beach Municipal Firefighters Pension Fund

*Meetings located at Fire Station #102, 1441 FAU Research Park Blvd,
Deerfield Beach, Florida 33441*

Minutes of the meeting held October 26, 2020

Trustees:

Robert Weech, Chairman – Present
Jonathan Campbell, Trustee – Present
Dan Frazer, Trustee - Present

Trustees Not Present:

Stephen Hill
Bruce Young

Also in Attendance:

Burgess Chambers, Burgess Chambers & Associates
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Richelle Levy, Rice Pugatch Robinson Storfer & Cohen, PLLC, Fund Counsel
Chad Little, Freiman Little Actuaries
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.

The meeting was called to order by the Chairman at 10:08 A.M.

TRUSTEE COMMENTS

The Chairman asked if there were any trustee comments. There were none.

ACTUARY

Mr. Little advised the Board that it has been a while since the Board evaluated the “assumed rate of return”. His records show the last time the assumed rate of return was revised was in 2017. He will recommend reducing the number again when the actuarial report is presented.

The Chairman asked Mr. Little to confirm the current assumed rate of return and timing to reduce further. Mr. Little advised the Board that the current assumed rate of return is at 7½%. He further noted that if this Plan were an ongoing Plan with active employees, he would recommend a rate of less than 7% based on the allocation. This is a closed plan, and eventually, the assumed rate should be getting closer to 6½% but would like to present to the Board what this reduction would represent. The Chairman asked Mr. Little to show results assuming 7%.

This concluded the Actuary’s report.

MINUTES

The Chairman asked the minutes of the meeting held on September 14, 2020, to be tabled for the next meeting.

A motion made by Trustee Frazer seconded by Trustee Campbell to table the minutes of the meeting held September 14, 2020, to the next meeting.

INVESTMENT

Mr. Chambers gave a brief overview of the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending September 30, 2020.

He discussed the Fiscal Year Rates of Return and illustrated the volatilities; however, despite the down markets over the past ten years, the Plan has earned an average of about 8%. He advised the Board that he was pleased to announce that for this fiscal year ending September 30, 2020, the fund earned a little under 10% net of expenses. He believes this positive result was influenced by the action taken in April 2020 of rebalancing and putting money back into the equity. He thanked the Chairman and Administrator for being instrumental in that process.

The Chairman asked Mr. Chambers if looking at the five-year average, what are his thoughts on going under the 7% assumed return rate? Mr. Chambers said that while he does not know what the next five to ten years will bring in terms of investment gains, he feels that the assets are allocated in the right places to achieve 7% or higher. He does not think they need to go below 7%.

Mr. Chambers pointed out that he has contacted American Core Realty trying to get them to lower their fees and has not been successful. He suggests some time next year to move some capital out of American Core Realty and allocate it to TA Realty because the fees and performance of American Core Realty have not been reasonable.

This concluded the investment report.

OLD BUSINESS

None

PUBLIC FORUM

None

NEW BUSINESS

None

ATTORNEY'S REPORT

Ms. Levy advised the Board that in keeping with previous conversations Bleichmar Fonti & Auld firm, she was asked to look into this litigation firm, which she has. She discussed with the Board a few aspects of the unique services offered by this firm. She advised the Board that there is no limit to how many litigation firms the Board handles. It just means another set of eyes looking at their data and verifying potential cases.

The Chairman asked Ms. Levy how many litigation cases have the Plan been involved with in previous years, Ms. Levy responded accordingly.

A motion made by Trustee Frazer to retain Bleichmar Fonti & Auld LLP motion seconded by Trustee Campbell motion passed unanimously.

The next item Ms. Levy discussed was regarding a suspended member without pay who recently was reinstated. Ms. Levy was contacted by a BSO representative asking how this member's service would be credited for the time the member was suspended. Ms. Levy advised the BSO representative that

upon receiving the contributions, the member's creditable pension service would be credited accordingly.

ADMINISTRATOR

Mr. Falcon discussed the City of Deerfield Beach Firefighters Pension Fund Disbursements Ratifications from September 10, 2020, through October 23, 2020, for \$13,120.89. Ms. Levy questioned the actuarial item indicating N/A, yet the comment stated Professional Services 3/19/2019-3/26/2020 with no fees associated with it. Ms. Shea advised Ms. Levy that the statement was an oversight, N/A represents not fees paid during that disbursement period, there being no further questions,

Trustee Campbell seconded a motion made by Trustee Frazer to ratify the City of Deerfield Beach Firefighters Pension Fund Disbursements from September 10, 2020, through October 23, 2020, for a \$13,120.89 motion passed unanimously.

The next item Mr. Falcon discussed was the City of Deerfield Beach Municipal Firefighter's Pension Trust Fund Budget FYE 9-30-2021 to be submitted to the Plan Sponsor. For the new Trustee's benefit, Mr. Falcon explained that the Budget is based on the current expenses. For future projections, the Budget keeps in mind specific volatilities, such as unexpected legal fees due to disability claims. If the costs exceed the projected budget amount, then the Plan would file an amendment.

Trustee Frazer seconded a motion made by Trustee Campbell to accept the City of Deerfield Beach Municipal Firefighter's Pension Trust Fund Budget FYE 9-30-2021 motion passed unanimously.

The next item Mr. Falcon discussed was the City of Deerfield Beach Firefighters' unaudited Balance Sheet through August 31, 2020.

OTHER BUSINESS AND COMMUNICATIONS

Ms. Levy asked the Board if they wanted her to reach out to Fifth Third to update the Pandemic Response. The Chairman requested Ms. Levy to reach out to Fifth Third and report at the next meeting the outcome of that conversation.

The Chairman asked Mr. Chambers if, for the next meeting, he will have any of the investment managers present. Mr. Chambers suggested Eagle present at the next meeting.

The Chairman was happy to see the Plan's fiscal year-end success and encouraged all who have communications with the firefighters in this pension plan to attend future meeting's as their input would be helpful.

ADJOURN

The following pension meeting will be **on February 22, 2021, at 8:00 A.M.**

A motion made by Trustee Hill was seconded by Trustee Young and unanimously passed to adjourn the meeting at 11:14 A.M.

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

January 27, 2021

Douglas Gonzales

Presiding

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

PRESENT: Bernard Pita, Code Compliance Manager
Lenore Graber, Senior Code Compliance
Gregory Wienbarg, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Sheryl Salvage, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Winlett Banton-Jordan, Special Magistrate Clerk
Maritza Martinez, Administrative Assistant

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

	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
5-37	Cases 20010032 to 20010087 all have the same violations	GOMES,ANDRE LUIZ	1100 SE 4 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT- ATTORNEY ROBERT SWEETAPPLE DAVID PENNELL CONTINUED TO 3-24-2021

				Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
21	20010070	PENNELL, DAVID	1100 SE 4 AVE DEERFIELD BEACH, FL 33441 28	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements.	RESPONDENT WAS PRESENT- ATTORNEY ROBERT SWEETAPPLE CONTINUED TO 3-24-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
38	20100039/ vacation rental	COOPER,H DOUGLAS COOPER,TATIANA	232 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-5-2021 \$250 PER DAY \$80 PROSECUTION COST
39	20010199	PEARL CONDO 8427 LLC	1308 SE 1 TER	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS;	RESPONDENT WAS PRESENT – CHRIS KJOS CONTINUED TO 3-24-2021

				Sec 98-106 (d) (1) Vacation Rental Registration Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
42	20100055/ landscape	MCBRIEN,KEVIN D	915 SE 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-19-2021 \$125 PER DAY \$80 PROSECUTION COST
43	20100056/ landscape	B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II INC	255 SW 3 AVE, DEERFIELD BEACH, FL 33441 101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-19-2021 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST

44	20010262	CARBONE,GINO & VIRNA	3919 NW 1 DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-19-2021 \$175 PER DAY \$80 PROSECUTION COST
45	20090047	MITCHELL, HENRY C	326 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 2-24-2021
46	20100002	FONTIL,ROUBENTS	1230 SW 6 WAY, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance.	RESPONDENTS WERE PRESENT – SABRINA FONTIL ROUBENTS FONTIL CONTINUED TO 3-24-2021
47	20100033	LOPES HOLDINGS USA LLC	1246 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CONTINUED TO 3-24-2021

				ENFORCEMENT Section 98-113(a) Building permits	
48	20020128	PEREIRA,ASSUERIO D & GISLAINE S	3996 NW 1 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 1-22-2021
49	20070015	BORGES,JOAO MARTINS	4339 NW 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-22- 2021 FOR \$100 PER DAY PER VIOLATION
50	20120045/ post/ business tax	TIVOLI FAIRWAY INVESTMENTS LLC	600 FAIRWAY DR	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT- RAFAEL SALCEDO CONTINUED TO 2-24-2021

55	20090070/ sign	NEWCASTLE INVESTMENTS LLC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 102 - SIGNS Section 102- 8.(c)(3)(a)(1) - Signs allowed.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
56	20080042 / business tax	ASSANTES,ROBERT & MARY	5001 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-22- 2021 FOR \$100 PER DAY
57	20080064/ bldg permit	HIGHLANDS PLAZA INC & TMT PROPERTIES INC % PAUL BURREL	4801 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 2-19-2021
58	20030090	TOMAZ,ANTONIO ELIAS	4730 NE 1 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- MAGNO BARBOSA SPECIAL MAGISTRATE DENIED EXTENSION
63	20080039	INTERBOND CORP OF AMER	855 SW NATURA BLVD, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102- 14.(c) - Maintenance, violations, enforcement and remedies. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT CONTINUED TO 2-24-2021

				SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	
65	20120014	KARTEL,ALLA	410 NE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-91(a)(2) - Miscellaneous uses.	RESPONDENT WAS PRESENT – KURT MIKA CONTINUED TO 2-24-2021
72	20080024	DIAMOND KEY INVESTMENT LLC	431 NE 39 ST, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-19-2021 \$200 PER DAY \$80 PROSECUTION COST
73	20030001	CLOTHIER,KRISTINA S	NE 4 CT	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98- 59(a and b)(1-12). - S, open space.	RESPONDENT WAS PRESENT – ATTORNEY ROBERT SWEETAPPLE CONTINUED TO ZOOM HEARING DATE TO BE DETERMINED BEFORE 2-24-2021
74	20030002	CLOTHIER,KRISTINA S	NE 4 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas	RESPONDENT WAS PRESENT – ATTORNEY ROBERT SWEETAPPLE

				Chapter 46 - OFFENSES Section 46-33(j) Littering Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(e) - Off-street parking and loading.	CONTINUED TO ZOOM HEARING DATE TO BE DETERMINED BEFORE 2-24-2021
75	20030003	CLOTHIER,KRISTINA S	NE 4 CT	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98- 59(a and b)(1-12). - S, open space.	RESPONDENT WAS PRESENT – ATTORNEY ROBERT SWEETAPPLE CONTINUED TO ZOOM HEARING DATE TO BE DETERMINED BEFORE 2-24-2021

76	20020129	CLOTHIER,KRISTINA S	NE 4 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Section 46-33(j) Littering Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(e) - Off-street parking and loading.	RESPONDENT WAS PRESENT – ATTORNEY ROBERT SWEETAPPLE CONTINUED TO ZOOM HEARING DATE TO BE DETERMINED BEFORE 2-24-2021
77	20110041	2018-3 IH BORROWER LP % INVITATION HOMES - TAX DEPT	1670 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 3-24-2021

78	20110047	THOROUGHSCAPE INC	5041 NE 7 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 2-24-2021
79	20020035/bldg/ post	VIZZIELLO,DEBORAH M H/E HERRERA,ORLANDO	4325 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-24-2021
80	20010152	ROCHA,ALEXANDRE	200 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-19-2021 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
81	20010153/ property maint	HLS INVESTMENT PROPERTY CORP	210 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT WAS PRESENT – LUIZ DA SILVA CONTINUED TO 4-28-2021
82	20010221	INNOCENT,VILNEY J	351 SW 14 PL, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- VILNEY INNOCENT CONTINUED TO 4-28-2021
83	20030043/ post	ST PREUX,HUBERT	4140 NE 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – DARLENE & HERBERT ST PREUX CONTINUED TO 4-28-2021

84	20010123	CATALANO,GERALDINE LE FORBES,GINA M	276 MARKHAM M, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-19-2021 \$225 PER DAY \$80 PROSECUTION COST
85	21010011	TORCON USA INC	1273 SE 1 WAY	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT 5 DAYS FOR COMPLIANCE FINAL ORDER ISSUED COMPLY BY 2-1-2021 \$200 PER DAY \$80 PROSECUTION COST
86	20010144	NELSON,DAVID WAYNE	1010 SE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-22- 2021 FOR \$100 PER DAY
87	20020026	JUSTIN,JOHNSON JUSTIN,MURAL	3205 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING ; Sec. 94-7. (d)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec.	RESPONDENT NOT PRESENT NUISANCE ABATEMENT FINAL ORDER ISSUED COMPLY BY 2-5-2021 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				94-10 (1) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (2) (a) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (4) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (1) - Minimum standards for exterior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
88	20020031/ landscape	MJR HOME IMPROVEMENTS CORP	670 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – SIMONE MORAES CONTINUED TO 4-28-2021

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
89	20070029	VALLETTA,ANTHONY J VALLETTA,DANIELLE	2734 SW 14 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-19-2021 \$225 PER DAY \$80 PROSECUTION COST
90	20090068	NMB PROPERTY GROUP LLC	151 FARNHAM G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-19-2021 \$80 PROSECUTION COST
91	19120096	MERCADO,EDNA H/E MALDONADO,MIGUEL JR	250 FARNHAM K, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT- EDNA MERCADO CONTINUED TO 4-28-2021

				ENFORCEMENT Section 98-113(a) Building permits	
92	20010135	NARDY,IGOR FAM	1421 SW 4 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- IGOR NARDY CONTINUED TO 4-28-2021
93	19120055	OLIVEIRA,TEODORO	201 NW 46 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- TEODORO OLIVEIRA EXTENDED TO 4-23-2021
94	19080142	CHARLES,DOMINGOS M	332 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES TO BE RECERTIFIED
95	19080263	OSSLUND,ERNEST N	371 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 4-23-2021

96	21010010/ repeat	381 THE COVE LLC	381 NE 15 AVE	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT REPEAT FINAL ORDER ISSUED FINES IMPOSED FOR \$200 FOR 2 DAYS PLUS \$80 PROSECUTION COST
97	21010013	FRANCIS,NEVILLE & FRANCIS,VILMA	5321 NE 10 AVE	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
98	20110038/ cm	WHITE,JONATHAN JONATHAN WHITE REV TR	341 SE 3 PL	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
99	20120027	KOWALSKI,ANNE M EST	1313 SE 2 AVE	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS FO 1-22- 2021 FOR \$100 PER DAY
100	20120029	GRIFFIN,JAMES K GRIFFIN,KRISTA BAKER	217 NE 45 CT	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
A	19100011/	MOORER,MARGARET F MOORER,EPHRAIM ETAL	417 NE 1 AVE, DEERFIELD BEACH, FL 33441	Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT -ANITA MOORER EPHRAIM MOORER

					PAYMENT EXTENSION GIVEN UNTIL 12-31-2021 IN THE AMOUNT OF \$12,580
B	16090081/	WOOD,JULIET	910 NE 49 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8). - Exterior building and structure standards. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT WAS PRESENT – JEFFREY MILLER LORAIN CHALMERS PAYMENT EXTENSION GIVEN UNTIL 3-24-2021 IN THE AMOUNT OF \$2,175
C	19080195	BROWN,FELICIA & RICHIE	320 NW 37 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT- RICHIE BROWN FINES MITIGATED FOR \$2,000 TO BE PAID BY 6-23-2021

				Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES Section 66-61(b). - Parking of commercial vehicles on public streets and commercially zoned property. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
D	19120027	LAKE ISLAND RENTALS LLC	4407 NW 4 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT - WANESSA RODRIGUES

				Sec. 98-80(N)(1) - Landscape Requirements.	FINES MITIGATED FOR \$550 TO BE PAID BY 2-24-2021
E	17090007	LOTUS COMMERCE CENTER LLC	830 NE 41 CT	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES SETTLED FOR \$11,000 ON BOTH CASES TO BE PAID BY 2-24-2021
F	18020002	LOTUS COMMERCE CENTER LLC	830 NE 41 CT	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) -	RESPONDENT NOT PRESENT FINES SETTLED FOR \$11,000 ON BOTH CASES TO BE PAID BY 2-24-2021

				Preparation of bulky yard and vegetative wastes.	
G	20060033	FARIAS, ELISABETH MELLO DE / Carlos Eduardo	1060 CRYSTAL LAKE DR	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENTS WERE PRESENT- ELISABETE FARIAS CARLOS EDUARDO FINES MITIGATED FOR \$1,280 TO BE PAID BY 7-28-2021
H	00-2282	RAMCO ACQUISITIONS III LLC/ Atty. Janna Lhota	1025 S FEDERAL HWY	BUILDING PERMITS - DRIVEWAY	RESPONDENT NOT PRESENT FINES SETTLED FOR \$1,500 TO BE PAID BY 2-24-2021

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
January 7, 2021
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 7:02 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
Bridget Beckford
Kanthiah Easwara Chandran, Alternate
William Lane

Also Present: Stephen Graham, Assistant Director of Planning & Development Services
Jenna Lane, Planner
Anthony Soroka, City Attorney
Heather Montemayor, Assistant City Clerk

Absent: Gail Davis, Alternate
John Gibilaro, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve the minutes of November 5, 2020. The motion CARRIED by unanimous vote.

Stephen Graham, Assistant Director of Planning & Development Services, introduced William Lane, the new District 3 representative.

Thereafter, Mr. Lane provided a brief overview of his background.

Chair Plaut recognized Richard Rosenzweig, former District 3 Commissioner.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2021-026: APPLICATION 19-R-186 (PROJECT NAME: SOUTHERN DREAM REZONE)**

Applicant: SOUTHERN DREAM PROPERTIES, LLC, REPRESENTED BY KAITLYN FORBES OF MELLGREN PLANNING GROUP.

Proposal: Rezoning application seeking approval to rezone approximately .8688 gross acres (.5940 net acres) from RS-7 (Residence, Single-Family) to RM-10 (Residence, Multi-Family).

Location: The properties are generally described as several parcels of land in LAURA & GLENDA ESTATES 183-100 B LOTS 1,2,3, & 4 and located at **111,121, 131, & 141 S.W. 2nd Terrace.**

SUMMARY BACKGROUND/EXPLANATION

The request is to rezone the subject property from RS-7 (Residence, Single-Family) to RM-10 (Residence, Multi-Family) under the Deerfield Beach Land Development Code.

The Applicant intends to develop the subject property for eight (8) townhouse dwelling units. Although a site plan application has not been submitted for the property at this time, a conceptual plan has been provided by the applicant (attached) to demonstrate compliance with regulations set forth in the Land Development Code.

A trip generation analysis will be required with the submittal of the site plan application to develop the referenced parcels.

It should be noted that Plat Note Amendment Application No. 19-P-220 is also in review and subject to City Commission approval to accommodate the development and intent of the proposed rezoning.

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

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

Staff's review of Application No. 19-R-186 has determined that the rezoning of the subject property to RM-10 (Residence, Multi-Family) will further the goal of the City to make the zoning on the property compatible with the land use designation to Residential Moderate (10 du/ac). Furthermore, the proposed rezoning application is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and City Land Development Code.

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. He stated that 100 letters were sent out; two (2) were returned and no letters of approval or denial were received.

Kaitlyn Forbes, 3350 NW 53rd Street, Fort Lauderdale, representing the applicant, provided a brief PowerPoint presentation.

Summary of Request – Ms. Forbes explained that the applicant is requesting to rezone approximately 0.86 acres from RS-7 to RM-10, which is consistent with the existing future land use designation of RM-10. These designations together will accommodate the maximum development of 10 dwelling units per acre and establish a gateway entrance that serves as a transition zone from the adjacent commercial into the single-family neighborhood. Ms. Forbes said there is also a concurrent application to amend the plat note for consistency, which will go before the City Commission in February.

Current Conditions – Ms. Forbes outlined the property on a map, which is comprised of four (4) vacant lots. The property is located just one (1) block from Hillsboro Boulevard and surrounded by a mix of commercial, multi-family and dense single-family detached dwelling units.

Future Land Use – Ms. Forbes outlined the property on the future land use map and explained that the entire neighborhood is designated RM-10 with the maximum density of 10 du/ac.

Existing Zoning – Ms. Forbes outlined the property on the existing land use map, which goes from B-1 to RS-7. She explained that usually there is a more subtle transition from business to residential; whereas, the RM-10 zoning designation will accommodate the townhouse development and provide a better transition point. She reiterated that the rezoning request is consistent with the future land use designation.

Proposed Conditions – Ms. Forbes displayed a character map demonstrating the types of development, as well as the transition and gateway the new development will provide.

Conceptual Plan – Ms. Forbes provided a photograph of the conceptual plan and explained that the specific design is not part of the rezoning approval; however, it demonstrates that the applicant can meet all the land development code standards. The proposal includes two (2) separate townhouse buildings with four (4) units in each building that will eventually be split by title and under fee simple ownership. Further, Ms. Forbes said the proposed development will have a density of 7.14 units per acre, which is 0.14 units per acre beyond the existing density maximum of the RS-7. She explained that the true need for the zoning change is to accommodate a different building typology, i.e. townhouse, which is not available in the RS-7 district; nonetheless, townhouses are single-family developments, just attached.

Site Design – Ms. Forbes displayed a photograph of the approximate site design. She explained that although single-family detached may be appropriate at the core of the neighborhood, urban design standards dictate the proposed area as a transition zone; whereby, townhouses are compatible with detached single-family development. She said the comingling of these type uses is throughout many esteemed neighborhoods across the country. Ms. Forbes stated that developing detached units could potentially hinder the overall site development; whereas, building lot line to lot line can cause drainage issues and leave minimal side yards. The proposed design leaves a generous gap between the two (2) buildings, providing adequate room for proper site design.

Conceptual Elevation Design – Ms. Forbes displayed various photographs of the preliminary architectural designs of the two (2) buildings. Each unit will include an individual garage, balconies and enhanced architectural features. She explained that the applicant plans to wrap the sides of the building with equal levels of architectural treatment.

Thereafter, Ms. Forbes displayed photographs of the site from various directions.

Transition Zone – Ms. Forbes explained that a transition zone is merely a shift in density and intensity back off the primary avenue into the neighborhood core.

Rezoning Criterion #1 – Ms. Forbes said the first zoning criterion is that the petition for a change of zoning will not result in spot zoning or contract zoning. Thereafter, she provided a brief explanation of spot zoning. This rezoning is not spot zoning because the use remains residential and the proposed density is only 0.14 units beyond the existing permitted density. Further, the proposed amendment brings the zoning designation in conformance with the existing future land use density.

Rezoning Criterion #2 – Ms. Forbes said the second zoning criterion is that the proposed change is consistent with the goals, objectives, and policies of the City's Comprehensive Plan; whereby, the proposed development would accommodate infill development within an established neighborhood. The proposed rezoning will also accommodate development of modern townhome or villa style units. Inherently, these type units are more affordable than traditional single-family units and provide an opportunity for entry level home ownership and smaller households.

Continuing, Ms. Forbes said the proposed rezoning would accommodate townhome or villa-style housing units. This housing typology would serve as a best-practice model transition from neighboring highway oriented commercial uses to the traditional single-family development established in the existing neighborhood. Lastly, the proposed rezoning would accommodate redevelopment of a vacant block face. This block face is an important gateway area and development would help establish an attractive and activated entrance into the neighborhood.

Rezoning Criterion #3 – Ms. Forbes said the third rezoning criterion is that conditions have substantially changed from the present zoning district classification and makes the passage of the proposed change necessary. She explained that market changes were the primary driver for the requested rezoning; whereby, Broward County is statistically one of the highest cost-burden counties in the country in terms of housing.

Rezoning Criterion #4 – Ms. Forbes said the fourth criterion is that the proposed change will not adversely influence residential living conditions in the adjacent and neighboring communities. The properties located within a 500-foot radius are largely single-family development; whereby, the proposed site is comprised of the entire western block face at the entrance of the neighborhood, which gives the applicant the opportunity to develop an attractive block face. The infill residential development within this neighborhood will have a positive aesthetic and economic impact to the entrance.

Rezoning Criterion #5 – Ms. Forbes said the fifth criterion is that the proposed change is compatible with development(s) in the adjacent and neighboring uses and zoning. The properties

within 500 feet of the property site are zoned B-1 commercial and RS-7 residential. She reiterated that the subject block face serves as a transition from the commercial frontage along Hillsboro Boulevard into the single-family neighborhood. Further, Ms. Forbes stated that townhome development is single-family development and is the ideal transition from commercial into the neighborhood.

Summary – Ms. Forbes reiterated that the applicant is requesting to rezone approximately 0.86 acres from RS-7 to RM-10, which is consistent with the future land use RM-10. She advised that the proposed application accommodates infill development to serve as a neighborhood gateway, satisfies all criteria for a rezoning request, complies with both the City’s Comprehensive Plan and Code, and furthers the City’s vision for redevelopment and neighborhood revitalization.

In response to Vice Chair Bennett’s questions, Mr. Graham replied that RS-7 is a single-family zoning district that allows for smaller lots to be developed as single-family developments; whereby, RM-10 allows for the addition of multi-family uses to the same height as RS-7 and RS-5, 35 feet. Further, he said a lot of the development in this area is extremely old, so many of the properties existed before these zoning districts were enacted.

In response to Mr. Lane’s questions, Ms. Forbes replied that the square footage of the units will be established during site plan approval; however, the conceptual plan listed the square footage of the units between 2,000 - 3,000 square feet. Further, she said the price of the units has not been discussed.

In response to Vice Chair Bennett’s question, Mr. Graham replied that this proposal, which is subject to a separate site plan application for townhomes, cannot move forward under the RS-7 zoning designation.

In response to Chair Plaut’s questions, Ms. Forbes replied that there will be a 25-foot gap between the two (2) buildings, which complies with code. Further, she stated that the balconies outlined in the proposed design will be located on the east and westside of the units.

Chair Plaut opened the public hearing.

Gwendolyn Major, 466 NW 1st Terrace, Deerfield Beach, asked for clarification on the location of this property.

Thereafter, Mr. Graham displayed a map outlining the location.

Barri McMillon, 456 NW 1st Terrace, Deerfield Beach, said the townhomes are beautiful but expressed concern with pricing, whereas, the cost should benefit the people in the neighborhood. Further, she asked what other steps need to be done before the project is completed.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, stated that this is the first of many hearings for this project and since it is a Toll Brothers project it will be priced accordingly.

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

Ms. Forbes clarified that this is not a Toll Brothers project. The applicant is someone who has lived in the local area their entire life and will construct the project themselves, so it will benefit the neighborhood. Nevertheless, the pricing concerns will be provided to the applicant. Furthermore, these properties could build as single-family units by right, but are typically much more expensive than multi-family.

Vice Chair Bennett provided a brief history of this property. The applicant requested to rezone the property to RS-7 years ago and is now requesting RM-10. He explained that the process is extremely lengthy, and changes could be made once this rezoning is approved; therefore, the design and pricing should not be a concern at this point.

Anthony Soroka, City Attorney, stated that this board provides recommendations, but the final decision is made by the City Commission. He advised that the Board can recommend denial, approval or approval with conditions.

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2021-026: Application 19-R-186 as submitted. The motion CARRIED by unanimous vote.

STAFF REPORT

Stephen Graham, Assistant Director of Planning & Development Services, said there will be a meeting in February and the Board will be notified accordingly.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to adjourn the meeting at 7:57 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
January 13, 2021**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:03 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

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

Also Present: Anthony Soroka, City Attorney
 Stephen Graham, Assistant Director of Planning and Development Services
 Tracy Britten, Administrative Support Specialist

Absent: Jerry Dubois
 Jack Hugentugler
 Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve the October 28, 2020 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6980 Eureka Plaza
 700-758 SW 10 St.
 Building Paint Change**

Due to unforeseen circumstances, Item #6980 was deferred.

**#6983 Century Village East Master Management
 3501 West Dr.
 Minor Site Plan Modification**

Stephen Graham, Assistant Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the minor site plan modification.

Discussion ensued regarding the proposed wall color choices: Aesthetic White will be painted on the wall post caps and the trim along the top of the wall. Mindful Gray for the wall panel sections to match the Sandpiper Community. The project includes the installation of a new 8-foot-tall decorative concrete wall which will replace the chain link fence along the property line. The wall sections are 20 feet in length with “H” posts for support. Two (2) 36-inch-tall creeping fig vines will be maintained at the full height of the wall. The existing trees along the chain link fence will remain after the installation of the wall.

The item was opened for public input.

Comments were provided by Vice Mayor Parness, thereafter, public comments closed.

At the applicant’s request, Chair Belton announced that Item #6983 is deferred.

**#6982 Spy Spot Inv LLC
825 S Federal Hwy.
Sign Variance**

Stephen Graham, Assistant Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the sign variance.

The existing asphalt pavement will be removed and sod will be added. The proposed doubled sided illuminated monument sign with LED lighting will be installed on a stucco finish base. The existing sidewalk and handicap ramp in front of the building will remain on the property.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #6982 with conditions. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, wished the board members a Happy New Year.

Comments by Deerfield Beach Planning and Development Services Department

Stephen Graham, Assistant Director of Planning and Development Services, advised the board that the next meeting date will be held on Wednesday, January 27, 2021.

ADJOURNMENT

Chair Belton adjourned the meeting at 8:20 p.m.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
January 27, 2021**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 6:59 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

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

Also Present: Anthony Soroka, City Attorney
 Eric Power, Director of Planning and Development Services
 Tracy Britten, Administrative Support Specialist

Absent: Jerry Dubois
 Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

None.

DEFERRED ITEMS

**#6980 Eureka Plaza
 700-758 SW 10 St.
 Building Paint Change**

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the building paint change.

The building paint colors include Westchester Gray for the wall and dumpster enclosure; Colonial Revival Gray for the trim and around the signage.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #6980 as submitted. The motion CARRIED by unanimous vote.

**#6983 Century Village East Master Management
3501 West Dr.
Minor Site Plan Modification**

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the minor site plan modification.

Discussion ensued regarding the second wall design. To address concerns previously raised, the wall design will be installed in repeating 300-foot intervals and offset by the original design. With two wall designs, there will be 300 feet of smooth wall surface, followed by 300 feet of textured wall surface, repeating throughout the installation of the new wall.

In addition to the wall surface having an alternating design, the applicant proposed the use of two plant materials, Creeping Fig and the Florida Flame Vine, at a 70/30 split in favor of the Creeping Fig.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6983 with conditions. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6984 J&A Waste Corporation
1810 SW 42 Way
Major Site Plan Modification**

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the major site plan modification.

The proposed scope of work will be the expansion of an existing solid waste and recycling facility. Colors include: Hyper Blue to be painted on the metal building; Sierra Redwood for the metal columns, Gauntlet Gray on the overhang roof, gutter, downspout, aluminum railing and garage door. The metal roof will be painted Gray Screen, concrete clocks will be beige and the stucco band will be Song Thrush. High Reflective White will be painted on 8 inches of the wall with sand finish stucco. The doors and windows will be tinted glass with gray and bronze frames. The existing Hong Kong Orchid Trees, six (6) Gumbo Limbo Trees, and three (3) Sabal Palms will all remain on the property.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #6984 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, advised that he will update the Board at the next meeting, if necessary, on any filed bills in the 2021 Florida Legislative Session.

Comments by Deerfield Beach Planning and Development Services Department

Eric Power, Director of Planning and Development Services, advised the board that next meeting maybe canceled, because there are no current items for review; however, his staff will communicate with the board as to when the next meeting will be held.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:57 p.m.

Harry Belton, Chair
Community Appearance Board



City Commission Meeting - April 20, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, April 20, 2021, 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 April 20, 2021, 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 with such attendees required to adhere to temperature checks, wear facial coverings and maintain social distancing. A copy of the agenda for the April 20, 2021 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 adhering to social distancing protocols, face covering requirements and temperature checks at entry.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on April 20, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89813300666?pwd=NTR3bUxtNERyZEN3ZkpWdEJwLzhZQT09>
 - 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: (312) 626-6799, Meeting ID: 898 1330 0666#, Participant ID: #, Passcode: 252036#

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 April 20, 2021, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meetin.
2. **Via Email** - Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.
3. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
4. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-580

Agenda Date: 4/20/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-055: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 13 "DEERFIELD BEACH EDUCATION ADVISORY BOARD," OF THE CITY CODE TO AUTHORIZE THE EDUCATION ADVISORY BOARD TO REVIEW APPLICATIONS AND RECOMMEND NOMINEES FOR A HIGH SCHOOL ACADEMIC SCHOLARSHIP AND TO PROVIDE FOR REMOVAL OF BOARD MEMBERS DUE TO UNEXCUSED ABSENCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, 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 City of Deerfield Beach re-established the Education Advisory Board ("EAB") in August 2017 and provided the purpose, membership and appointments, terms of office, and duties of the board.

Current Activity

On February 5, 2019, the City Commission approved Ordinance 2019/003, amending the City Code to authorize the EAB to review applications and recommend recipients for the Student Scholar Athlete of the Month.

At the meeting, the City Commission asked the EAB to consider recognizing non-athlete students as well. The EAB is recommending the establishment of a High School Academic Scholarship and the Elementary and Middle School Academic Achievement Award.

The Elementary and Middle School Academic Achievement Award will provide recognition to elementary and middle school students on a quarterly basis. The EAB will review nominations provided by schools within the City and recommend nominees for award to the City Commission. The High School Academic Scholarship will provide two high school students, who live within the City of Deerfield Beach, with an academic scholarship. The EAB will review applications and recommend two applicants to the City Commission for award.

The attached Ordinance amends the City Code to permit the EAB to review the

nominations/applications for these awards and recommend recipients to the City Commission. The EAB has also requested an amendment to the City Code to provide for removal of a Board Member upon having three unexcused absences in a calendar year.

On January 14, 2020, the Mayor recommended renaming the Student Scholar Athlete of the Month award to the "Bryce Gowdy Student Athlete" Award. The attached Ordinance includes this change.

Recommendation

It is recommended that City Commission approve the Ordinance.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE II “BOARDS, COMMITTEES, COMMISSIONS,” DIVISION 13 “DEERFIELD BEACH EDUCATION ADVISORY BOARD,” OF THE CITY CODE TO AUTHORIZE THE EDUCATION ADVISORY BOARD TO REVIEW APPLICATIONS AND RECOMMEND NOMINEES FOR A HIGH SCHOOL ACADEMIC SCHOLARSHIP AND TO PROVIDE FOR REMOVAL OF BOARD MEMBERS DUE TO UNEXCUSED ABSENCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Education Advisory Board (“EAB”) was re-established in August of 2017 to promote and develop initiatives to support the educational goals of the City and its local schools; and

WHEREAS, on February 5, 2019, the City Commission approved Ordinance 2019/003, amending the City Code to authorize the EAB to review applications and recommend recipients for the Student Scholar Athlete of the Month; and

WHEREAS, at the February 5, 2019 meeting, the City Commission asked the EAB to consider recognizing non-athlete students as well; and

WHEREAS, as a result, the EAB is recommending the establishment of the High School Academic Scholarship and the Elementary and Middle School Academic Achievement Award; and

WHEREAS, the EAB has requested an amendment to the City Code to provide for removal of an EAB board member upon having three unexcused absences in a calendar year; and

WHEREAS, on January 14, 2020, the Mayor recommended renaming the Student Scholar Athlete of the Month award to the “Bryce Gowdy Student Athlete” Award; and

WHEREAS, the City Commission desires to amend City Code Section 2-205 to provide for removal of a member upon three unexcused absences in a calendar year, and amend City Code Section 2-207 to change the name of the Student Scholar Athlete of the Month award to the Bryce Gowdy Student Athlete Award, authorize the EAB to review applications for the High School Academic Scholarship and Middle School Academic Achievement Award and recommend recipients of the awards to be chosen by the City Commission.

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

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

Section 2. Chapter 2 “Administration,” Article II “Boards, Committees, Commissions,” Division 13 “Deerfield Beach Education Advisory Board” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 2 – ADMINISTRATION

ARTICLE II. – BOARDS, COMMITTEES, COMMISSIONS

DIVISION 13. – DEERFIELD BEACH EDUCATION ADVISORY BOARD

Section 2-205. – Membership; appointment; removal.

(a) Membership. The board shall be composed of five members. A majority of the board shall constitute a quorum.

(b) Appointment. The mayor and each commissioner shall appoint one member.

(c) Removal. A member may be removed by a majority vote of the city commission without cause. A member shall be automatically removed from the board if the member has three consecutive unexcused absences in one calendar year.

Sec. 2-207. - Powers and duties.

The powers and duties of the Board shall be as follows:

- (a) Participate in information exchange via school newsletters and principals' offices with the administration of each school; and
- (b) Serve as liaison between the schools, the community and the City Commission; and

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

- (c) Coordinate the activities of the City with those activities of local schools, colleges and universities in order to promote educational opportunities for residents of the City; and
- (d) Promote programs and community involvement relating to education.
- (e) With permission from the Mayor, the Chair can meet with members of the Broward County School Board on behalf of the City Commission; and
- (f) Review ~~Student Scholar Athlete of the Month~~ Bryce Gowdy Student Athlete Award applications and recommend a ~~Student Scholar Athlete of the month~~ recipient to the City Commission.
- (g) Review High School Academic Scholarship applications and recommend two applicants to the City Commission.
- (h) Review nominations for the Elementary and Middle School Academic Achievement Award and recommend nominees to the City Commission.

Section 3. 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, Florida.

Section 4. 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 5. That this Ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



The City of Deerfield Beach High School Academic Scholarship Award

Purpose

The City of Deerfield Beach (the “City”) Education Advisory Board (“EAB”) established the City of Deerfield Beach Academic Scholarship Award to foster educational opportunities for high school students in the City as they prepare for post-secondary education.

Award Components

For Fiscal Year 2020/2021, Deerfield Beach EAB will select two winners. One recipient will receive a one-time \$1,000 scholarship and one recipient will receive a one-time \$750.00 scholarship for high school seniors demonstrating excellence in the classroom and in the community.

Eligibility Requirements

1. The student must be a current Deerfield Beach resident.
2. Must have a core unweighted GPA of 3.5 (minimum).
3. Must have completed a minimum of 40 hours community service in the current year or 120 hours cumulative.
4. Must have received an acceptance letter from college/university/trade school/military.
5. Must submit personal essay (up to 500 words).

Application Deadline

Please submit completed applications with all attachments to: The City of Deerfield Beach Community Development Department, 325 NW 2nd Ave, Deerfield Beach or jsalas@deerfield-beach.com by **June 1, 2021**. For questions contact Jonathan Salas at 954-480-4464 or jsalas@deerfield-beach.com.



List employment, community service activities, hobbies, and extracurricular activities:

Attachments:

A personal essay (please answer the following question with no more than 500 words)

Why do you think you are deserving of this award?

Two (2) character references: (letters must be in sealed envelopes)

A copy of your most recent transcript with GPA (Virtual Counselor)

Proof of acceptance or current student enrollment from the above listed school

Copy of photo identification as proof of residency

STATEMENT OF ACCURACY

I hereby affirm that all of the above stated information provided by me is true and correct to the best of my knowledge. I also consent that my picture may be taken and used for any purpose deemed necessary to promote the City of Deerfield Beach scholarship program.

I hereby understand that if chosen as a scholarship winner, according to the City of Deerfield Beach, I must provide evidence of enrollment/registration at an accredited, post-secondary institution before my scholarship is awarded.

Signature of applicant: _____

Date: _____

Signature of Parent or Guardian if under 18 years old: _____



The Deerfield Beach Elementary and Middle School Academic Achievement Award

Description

To foster academic and personal achievement, the City of Deerfield Beach Education Advisory Board ("EAB") has created the Elementary and Middle School Academic Achievement Award, a quarterly academic award given to high-performing students in the City's elementary, middle, and high schools. We invite recommendations from teachers and school administrators to select one student a quarter in grades (3-5, 6-8, 9-12) who have demonstrated one or more of the following criteria:

1. Exceptional academic ability
2. Significant improvements in academic performance
3. Strong personal character
4. Stewardship of one's environment and peers

Students who are awarded the Elementary and Middle School Academic Achievement Award will be honored with a certificate of achievement at a City Commission meeting and have a photo taken with the City Commission. Past recipients of this honor will be given additional consideration in the City's end-of-year academic awards.



Academic Award Application
2020/2021 School Year

Last Name:	First Name:
Street Address:	
City:	Zip:
Name of (current) school of enrollment:	
Grade:	
Teacher/Administrator Name:	
Name(s) of parent(s) or legal guardian(s)	
1.)	2.)
Mailing Address:	
City:	State:
Zip:	Contact:
Cell Phone:	Alternate Phone:
Email Address:	

List your academic honors, awards, and/or membership activities:

--



Community service activities, hobbies, and extracurricular activities:

Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____

Date: _____

DRAFT

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, April 20, 2021** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-055: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 13 "DEERFIELD BEACH EDUCATION ADVISORY BOARD," OF THE CITY CODE TO AUTHORIZE THE EDUCATION ADVISORY BOARD TO REVIEW APPLICATIONS AND RECOMMEND NOMINEES FOR A HIGH SCHOOL ACADEMIC SCHOLARSHIP AND TO PROVIDE FOR REMOVAL OF BOARD MEMBERS DUE TO UNEXCUSED ABSENCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, April 9, 2021



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-579

Agenda Date: 4/20/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Katherine Freitag, Perry Victor, Judy Wilson, and Karen Hardy as regular members and appointing BrenNette Rahming as an alternate member to the Cultural Committee; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Cultural Committee is comprised of ten (10) regular members and five (5) alternates; whereby, the Mayor and each district Commissioner appoint two (2) regular members and one (1) alternate. Terms for those members end on May 15th of the year the appointing Commissioner's term ends.

Current Activity

Katherine Freitag, Perry Victor, Judy Wilson, and Karen Hardy have expressed interest in continuing to serve on the Cultural Committee. Mayor Bill Ganz has nominated Ms. Freitag and Mr. Victor and Commissioner Drosky has nominated Ms. Wilson and Ms. Hardy to serve as regular members. Brennette D. Rahming has expressed interest in serving on the Cultural Committee and has been nominated by Mayor Ganz to serve as an alternate member.

Upon approval of the reappointment and appointment of these individuals, the Committee will have a total of eight (8) regular members with two (2) vacancies and two (2) alternate members with three (3) vacancies.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REAPPOINTING KATHERINE FREITAG, PERRY VICTOR, JUDY WILSON, AND KAREN HARDY AS REGULAR MEMBERS AND APPOINTING BRENNETTE RAHMING AS AN ALTERNATE MEMBER TO THE CULTURAL COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with City of Deerfield Beach City Code Section 2-167 et. seq., the Cultural Committee consists of up to 10 regular members and five alternate members and is empowered to make recommendations to the City Commission regarding cultural events and projects; and

WHEREAS, the members of the Cultural Committee 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/Mayor expires; and

WHEREAS, Katherine Freitag, Perry Victor, Judy Wilson, and Karen Hardy have expressed interest in continuing to serve on the Cultural Committee; and

WHEREAS, BrenNette Rahming has expressed interest in serving on the Cultural Committee; and

WHEREAS, Mayor Bill Ganz has nominated Katherine Freitag and Perry Victor and Commissioner Todd Drosky has nominated Judy Wilson and Karen Hardy to serve as regular members of the Cultural Committee; and

WHEREAS, Mayor Ganz has nominated BrenNette Rahming to serve as an alternate member of the Cultural Committee.

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

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

Section 2. Katherine Freitag, Perry Victor, Judy Wilson, and Karen Hardy are hereby reappointed to serve as regular members of the Cultural Committee, and BrenNette Rahming is hereby appointed to serve as an alternate member of the Cultural Committee, for terms ending on May 15, 2025. All members shall serve without compensation.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: April 2, 2021

The attached application from Katherine Freitag for the Cultural Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:  Date: 4/5/21

Appointing
Elected Official:

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

Please return to City Administration for processing.



**CITY OF DEERFIELD BEACH
RECEIVED**

APR - 1 2021

CITY CLERK'S OFFICE

March 9, 2021

Katherine Freitag
418 SE 2nd Street
Deerfield Beach, FL 33441

RE: Cultural Committee

Dear Ms. Freitag:

As your current term on the **Cultural Committee** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Cultural Committee, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Cultural Committee.

☐ I can no longer serve.


Katherine Freitag (sign here)

SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date: March 12, 2021

The attached application from Perry Victor for the
Cultural Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Bill Ganz 3/16/2021

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 12 2021

CITY CLERK'S OFFICE

March 9, 2021

Perry Victor
48 NE 19th Terrace
Deerfield Beach, FL 33441

RE: Cultural Committee

Dear Mr. Victor:

As your current term on the **Cultural Committee** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Cultural Committee, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

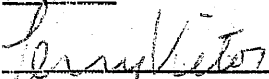
Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Cultural Committee.

☐ I can no longer serve.


Perry Victor (sign here)

SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date:

March 16, 2021

The attached application from

Judy Wilson

for the

Cultural Committee

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.



Regular Member



Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 3-16-2021

Signature:

Date:

Appointing

Elected Official:



Mayor Bill Ganz



Vice Mayor Bernie Parness



Commissioner Michael Hudak



Commissioner Ben Preston



Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 16 2021

CITY CLERK'S OFFICE

March 9, 2021

Judy Wilson
408 Lake Pointe S Lane
Deerfield Beach, FL 33442

RE: Cultural Committee

Dear Ms. Wilson:

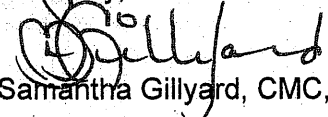
As your current term on the **Cultural Committee** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Cultural Committee, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

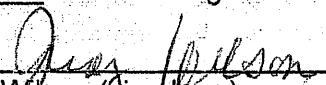
Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

 X I would like to serve another term on the Cultural Committee.

 I can no longer serve.


Judy Wilson (Sign Here)

SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date: March 17, 2021

The attached application from Karen Hardy for the
Cultural Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

[Signature] 3-22-2021

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



**CITY OF DEERFIELD BEACH
RECEIVED**

MAR 17 2021

CITY CLERK'S OFFICE

March 9, 2021

Karen Hardy
2277 Deer Creek Alba
Deerfield Beach, FL 33442

RE: Cultural Committee

Dear Ms. Hardy:

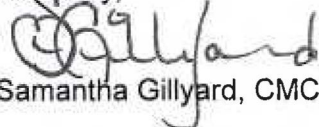
As your current term on the **Cultural Committee** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Cultural Committee, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

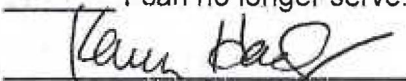
Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Cultural Committee.

 I can no longer serve.


Karen Hardy (sign here)

SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date: March 26, 2021

The attached application from BrenNette D. Rahming for the
Cultural Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☐ Regular Member
☒ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 4/5/21
Signature: _____ Date: _____

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach

Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Cultural Committee

Are you willing to be considered for an alternate Board or Committee Yes ☒ No ☐

Name Brennette D. Rahming

Address 1351 SW 10th Terrace

City Deerfield Beach State FL Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone Work/Mobile Phone 954 254 8171

E-mail bren.rahming@gmail.com

Employer CBS Interactive

Address

Occupation (if retired, please indicate and list former occupation) Project Manager

Please list any governmental Advisory Boards or Committees you currently serve:

<u>N/A</u>	CITY OF DEERFIELD BEACH RECEIVED MAR 26 2021
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Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas
I have military experience. I have manage multi million dollar projects for, CBS, Capital 2, Kaiser Permanente
Professional: Certification(s)
PMP, Project Manager Professional
Knowledge: Training, interest or experience
Leadership Training, Success & Business Coaching, Vendor Mgmt
Community Involvement: List organizations/positions
none
Organizations: Memberships
none.

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

Brennette Rahming

Date

2/6/2020

Print Name

Brennette Rahming

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.



CULTURAL COMMITTEE

Creating Authority:

City Charter-Section 3.12 (2)

Method of Appointment:

Resolution No. C-3212

Resolution C-1981/048 (Amending Resolution C-3212)

Resolution C-1989/104 (Amending Resolution C3212 - Changing Composition of Membership)

Resolution C-1989/155 (Amending Resolution C-3212 - Changing Composition of Membership)

Resolution C-1990/102 (Amending Resolution C3212 - Powers and Duties)

Ordinance C-1993/034 (Amending Section 2-167 - Increase membership from 12 to 15)

Ordinance No. 2014/004 (Amending Section 2-167 - Decrease membership from 15 to 9)

Ordinance No. 2014/025 (Amending Section 2-167 - Committee shall consist of 9 regular members and 3 alternate members)

Ordinance No. 2017/009 (Amending Section 2-167 and 2-168 – Membership and Removal for Unexcused Absences)

Financial Disclosure:

Not Required (As of Resolution C-1990/102/Letter from Commission of Ethics)

Compensation:

None

Liaison:

Ashley Molina, Superintendent of Community Events, (954) 480-4429

Meeting Dates:

3rd Monday at 6:30 p.m. at the Central City Campus Conference Room

Functions and Responsibilities:

That the powers and duties of this committee shall be as follows:

- 1) The Deerfield Beach Cultural Committee may recommend to the City Commission various cultural events and projects to be undertaken by the City.
- 2) The Deerfield Beach Cultural Committee may enter into preliminary negotiates concerning the arrangement of cultural events for the City but the committee is not empowered to contract but merely to recommend said events to the City Commission
- 3) The Deerfield Beach Cultural Committee is empowered to recommend to the City Commission the arranging of cultural events, including but not limited to, the method of distribution of tickets and general promotion of said events.
- 4) Should the Deerfield Beach Cultural Committee receive monies from ticket sales or should it receive donations for cultural events then all such monies shall be delivered to the City of Deerfield Beach Department of Management and budget for deposit into a City fund reserved for cultural events and facilities.
- 5) The Deerfield Beach Cultural Committee is empowered to recommend various expenditures that may be incurred in connection with the presentation of approved cultural events. Such expenditures shall only be incurred upon the approval of the City Manager.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Katherine Freitag (Mayor)	418 SE 2 nd Street Deerfield Beach, FL 33441	804-5474	NEW	2017/145	11/07/17	05/15/21
Perry Victor (Mayor)	48 NE 19 th Terrace Deerfield Beach, FL 33441	914-646- 3333	NEW	2017/141	11/07/17	05/15/21
Deborah Sullivan (District 1)	937 SE 12 th Way Deerfield Beach, FL 33441	801-721- 1738	NEW	2020/151	10/20/20	05/15/23
Tiffany O'Bryan (District 1)	1241 SE 10 th Street Deerfield Beach, FL 33441	561-212- 2185	NEW	2021/001	01/05/21	05/15/23
Martha Henry (District 2)	441 NW 1 st Terr Deerfield Beach, FL 33441	561-306- 4220	SELF	2019/067	05/21/19	05/15/23
Thelema Lamar (District 2)	660 NW 2 nd Ter Deerfield Beach, FL 33441	427-0966 709-0311 (C)	Easley	2020/004	01/14/20	05/15/23
VACANT (District 3)			Johnson			05/15/21
VACANT (District 3)	Deerfield Beach, FL 33442		NEW			05/15/21
Judy Wilson (District 4)	408 Lake Pointe S Lane Deerfield Beach, FL 33442	427-3718	SELF	2017/124	10/01/17	05/15/21
Karen Hardy (District 4)	2277 Deer Creek Alba Deerfield Beach, FL 33442	242-5485	SELF	2017/124	10/01/17	05/15/21

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)	Deerfield Beach, FL 33441		NEW			05/15/21
VACANT (District 1)			NEW			
Ashley Gombs (District 2)	1331 SW 10 th Terrace, Deerfield Beach, FL 33441	954-242-5013 654-531-1770	NEW	2020/029	03/04/20	05/15/23
VACANT (District 3)	Deerfield Beach, FL 33442		NEW			
VACANT (District 4)			Harte			05/15/21



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-586

Agenda Date: 4/20/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Perry Victor to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach to fulfill an unexpired term; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Section 185.05, Fla. Stat., the City Commission created the Board of Trustees (the "Board") of the Municipal Police Officers' Retirement Trust Fund (the "Trust Fund"), which is responsible for administering the Trust Fund. The Board is comprised of five members - two members are elected by the police officers, two members are selected by the City Commission, and the fifth member is appointed by the Board.

Current Activity

Unfortunately, the recent passing of a board member has left an unexpired term on the Board. Perry Victor has expressed an interest in fulfilling the unexpired term and has been nominated by Commissioner Hudak to serve as a member of the Board until September 30, 2023. Upon approval of Mr. Victor's appointment to the Board, there will be no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING PERRY VICTOR TO THE BOARD OF TRUSTEES OF THE MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND OF THE CITY OF DEERFIELD BEACH TO FULFILL AN UNEXPIRED TERM; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Section 185.05, Fla. Stat., the City Commission created the Board of Trustees (the "Board") of the Municipal Police Officers' Retirement Trust Fund (the "Trust Fund"), which is responsible for administering the Trust Fund; and

WHEREAS, pursuant to Section 185.05, Fla. Stat., the City Commission appoints two of the five members of the Board; and

WHEREAS, Perry Victor has requested appointment to the Board to fulfill an unexpired term and has been nominated by Commissioner Hudak.

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. Perry Victor is hereby appointed to serve as a member of the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund for a term expiring on September 30, 2023.

Section 3. Mr. Victor shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida law.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 25, 2021

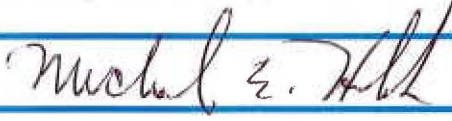
The attached application from Perry Victor for the

Board of Trustees Police Officer's Retirement Trust Fund has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 03/25/2021

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: *Police Pension Board*

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name *Perry Victor*

Address *48 NE 19th Terrace*

City *Deerfield Beach* State *FL* Zip *33441*

I reside in District # (can be found on back of your Voter Registration Card) *1*

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone *—*

Work/Mobile Phone *914-646-3333*

E-mail *perryvictor3333@gmail.com*

Employer *Retired*

Address

Occupation (if retired, please indicate and list former occupation) *Special Ed. Teacher,
Middle School*

Please list any governmental Advisory Boards or Committees on which you currently serve:

Cultural Committee (Deerfield Beach)

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Masters degree, Education
B.S., Psychology + Behavioral Science

Professional: Certification(s)

NY State Permanent Certifications in Special Education + Elementary Ed.

Knowledge: Training, interest or experience

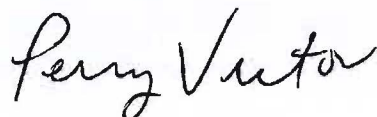
I have great interest in the Police Pension Board, as I have family and friends in law enforcement. As a retired NY State teacher, I am knowledgeable about the pension system + have mentored other retirees in this regard. I pride myself on being a good "team player," with experience at the professional level + in my community involvement.

Cultural Committee;
V.P., Deerfield Beach Island Community Ass'n (DBICA)

Organizations: Memberships

Kiwanis; Historical Society (Deerfield Beach); Deerfield Beach Arboretum; Friends of Deerfield Island Park; NY State United Teachers (NYSUT); Volunteer, NE Focal Point Center for Active Aging.

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: 

Date: 3/25/21

Print Name: Perry Victor

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



BOARD OF TRUSTEES POLICE OFFICER'S RETIREMENT TRUST FUND

Creating Authority:

Ordinance No. 1130 under Authority of Florida Statutes Chapter 185.
Amended - Ordinance No. 1986/39

Method of Appointment:

Two (2) Residents selected by Commission for Two (2) Year Terms
Two (2) Police Officers elected by Police Officers for Two (2) Year Terms
One (1) Resident selected by the previous four (4) members and confirmed by Resolution
** Ordinance 2011/037 – extended terms from two (2) years to four (4) years for elected and appointed members.

Financial Disclosure:

Required

Compensation:

None. However, may receive expenses and per diem as provided by law.

Liaison:

Amanda Kish, Pension Resource Centers, 561-855-2210

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time, be prescribed by Chapter 185.06 (F.S.) and/or amendments thereto as may be duly enacted.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Richard Giuffreda Board (5 th Member) Chairman			Self	2018/115	08/29/18	09/30/22
Robert Schnakenberg Employees (Elected)			Self	2017/190	10/03/17	09/30/21
Andrew Gianino Employees (Elected)			Self	2018/149	09/17/18	09/30/22
VACANT (Commission)			Stark			09/30/22
Robert Amante (Commission)			NEW	2019/004	01/15/19	09/30/23



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-604

Agenda Date: 4/20/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Andrew Johnson as a member of the Public Art Program Committee; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Public Art Program Committee (the "Committee") was created in 2020 to review proposed artwork to be acquired under the City's Public Art Program, to screen submissions, and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval.

Current Activity

The Committee consists of seven (7) members total, three (3) employees from one or more city departments as designated and selected by the City Manager or designee, and each City Commissioner (excluding the Mayor) shall be permitted to appoint one member. Andrew Johnson, year-round resident, has expressed interest in being appointed to the Committee and has been nominated by Commissioner Hudak.

Upon approval, there will be two (2) regular members with five (5) vacancies.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING ANDREW
JOHNSON AS A MEMBER OF THE PUBLIC ART PROGRAM
COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 14-135 of the City Code provides for the City’s Public Art Program Committee (the “Committee”) to consist of seven members; and

WHEREAS, Section 14-135 provides that the City Manager or designee shall select three employees to serve on the Committee and that each Commissioner (excluding the Mayor) shall be permitted to appoint one member to the Committee; and

WHEREAS, Commissioner Michael Hudak has nominated Andrew Johnson to serve as a member of the Committee.

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

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

Section 2. Andrew Johnson is hereby appointed to serve as a member on the Public Art Program Committee. Mr. Johnson shall serve without compensation.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 31, 2021

The attached application from Andrew Johnson for the
Public Art Program Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Michael E. Drosky 4/2/21

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: *PUBLIC ART COMMITTEE*

Are you willing to be considered for an alternate Board or Committee?

Yes



No



Name *ANDREW JOHNSON*

Address *40 SE 19TH AVE APT 119*

City *DEERFIELD BEACH*

State *FL*

Zip *33441*

I reside in District # (can be found on back of your Voter Registration Card) *#1*

Year-Round Resident?

Yes



No



If No, how what months are you away?

Home Phone *901-831-5620*

Work/Mobile Phone *SAME*

E-mail *AJ.FLORIDACOMCAST.NET*

Employer *DELTA LIGHT*

Address *1700 NW 18TH ST #905*

POOMPAND BEACH FL 33069

Occupation (if retired, please indicate and list former occupation)

PRODUCTION AND PLANNING MANAGER

Please list any governmental Advisory Boards or Committees on which you currently serve:

N/A

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

BS UNIV. OF TENN AT MARTIN

Professional: Certification(s)

APICS CERTIFIED/CPIM

SIX SIGMA BLACK BELT/LEAN MANUFACTURING

Knowledge: Training, interest or experience

AVID UNDERWATER PHOTO AND VIDEO
DEED APPRECIATION FOR ART AND ART HISTORY

Community Involvement: List organizations/positions

DEERFIELD BEACH HISTORICAL SOCIETY
BOARD MEMBER

Organizations: Memberships

DEERFIELD BEACH HISTORICAL SOCIETY
BOK TOWER GARDENS

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: 3/30/2021

Print Name:

ANDREW JOHNSON

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



PUBLIC ART PROGRAM COMMITTEE

Creating Authority:

Ordinance No. 2020/006

Method of Appointment:

Seven (7) Members

Financial Disclosure:

None

Compensation:

None

Liaison:

City Manager or designee (954) 480-4263

Meeting Dates:

Once a month, additional special meetings may be held at the call of the City Manager at such other times as the City Manager may determine.

Functions and Responsibilities:

Review proposed artwork to be acquired under the City's Public Art Program; to screen submissions and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval. Each acquisition should not more than three (3) possible selections, which can be existing works of art or new commissions.

The staff liaison to the Committee or designee shall keep minutes of the Committee proceedings and shall record the vote of each member on items requiring Committee action.

Method of Appointment:

The City's Public Art Program Committee ("Committee") shall consist of seven members: (i) a total of three employees from one or more City departments as designated and selected by the City Manager or designee, and (ii) each City Commissioner (excluding the Mayor) shall be permitted to appoint one member. An Art-In-Public Places ("AIPP") consultant may be contracted by the City to advise the Committee. The Committee's membership needs not be for a fixed term and may be changed from time to time by the City Manager.

Quorum:

Quorum shall be reached when no less than three Committee members are present.

Name Members	Address	Phone	Replaces	Resolution Number	Date Appointed
(District 1)			NEW		
(District 2)			NEW		
(District 3)			NEW		
Judith Stanich (District 4)	2257 Deer Creek Alba Way Deerfield Beach, FL 33442	954-461-1152 (h) 954-461-1152 (c)	NEW	2021/041	04/06/21
(City Employee)			NEW		
(City Employee)			NEW		
(City Employee)			NEW		



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-577

Agenda Date: 4/20/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Diane Chisholm as a Commissioner of the Deerfield Beach Housing Authority; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Deerfield Beach Housing Authority ("DBHA") was created pursuant to Section 421.04, Florida Statutes. Pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than 5 persons and no more than 7 persons as commissioners of the DBHA for four-year terms each.

Current Activity

Diane Chisholm has expressed interest in continuing to serve on the Deerfield Beach Housing Authority Board and has been nominated by Mayor Ganz.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA,
REAPPOINTING DIANE CHISHOLM AS A
COMMISSIONER OF THE DEERFIELD BEACH HOUSING
AUTHORITY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Deerfield Beach Housing Authority (“DBHA”) was created pursuant to Section 421.04, Florida Statutes; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than 5 persons and no more than 7 persons as commissioners of the DBHA for four-year terms each; and

WHEREAS, the Mayor has proposed the reappointment of Diane Chisholm as a Commissioner of the DBHA; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, City Commission approval of the reappointment is required.

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. Diane Chisholm is hereby reappointed to the DBHA for a four-year term ending on April 6, 2025.

Section 3. Diane Chisholm shall serve without compensation and is required to file a financial disclosure statement in accordance with State Statutes.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 12, 2021

The attached application from Diane Chisholm for the

Housing Authority Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 3/16/2021

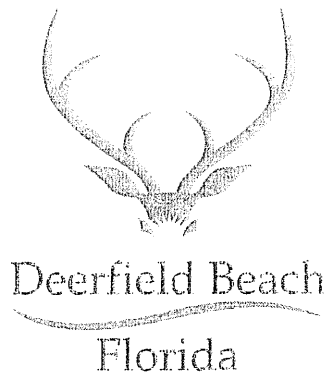
Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



July 10, 2020

Diane Chisholm
375 NW 7th Court
Deerfield Beach, FL 33441

RE: Housing Authority Board

Dear Ms. Chisholm:

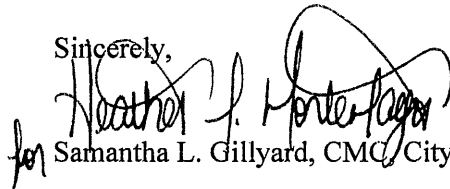
Your current term on the **Housing Authority Board** of the City of Deerfield Beach expires on September 30, 2020. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Housing Authority Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,


for Samantha L. Gillyard, CMC, City Clerk

SLG/tb

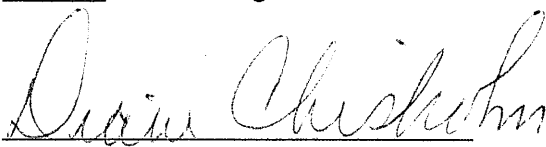
Please return your reply on the attached form **(do not detach)** to the City Clerk's office by July 31, 2020. A self-addressed envelope is enclosed for your convenience.

**CITY OF DEERFIELD BEACH
RECEIVED**

☒ I would like to serve another term on the Housing Authority.

☐ I can no longer serve.

MAR 12 2021


Diane Chisholm, Regular Member (sign here)

CITY CLERK'S OFFICE



HOUSING AUTHORITY

Creating Authority:

Resolution No. C-1698 (F.S. 421.04)

Method of Appointment:

Resolution of Commission as of June 23, 1980
All Terms for four (4) years each.

Financial Disclosure:

Required

Compensation:

None

Liaison:

TBD, (954) 425-8449

Meeting Dates:

3rd Wednesday

Functions and Responsibilities:

According to Florida Statutes.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
			Reynolds			12/04/22
Anthony T. Pelt	10647 NW 7 th Place Coral Springs, FL 33071	282-8291(H) 775-4667(C)	Self	2018/060	05/01/18	04/20/22
Diane Chisholm	375 NW 7 th Court Deerfield Beach, FL 33441	263-1624	Self	2016/169	10/01/16	09/30/20
Annette Woods Mitchell	235 SW 3 rd Court Deerfield Beach, FL 33441	754-422-9698 754-367-3848	Self	2017/152	12/05/17	12/03/21
Pastor Tony Guadagnino	4113 Eastridge Circle Pompano Beach, FL 33064	783-7769 673-7769 (C)	Self	2018/060	05/01/18	04/20/22
VACANT			Gayle			04/20/23
Gail Battle	633 NW 3 rd Way Deerfield Beach, FL 33441	573-3175 (C)	NEW	2019/103	08/06/19	08/06/23



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-603

Agenda Date: 4/20/2021

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Valerie Hackett to the City of Deerfield Beach Non-Uniformed Municipal Employee Retirement Committee to fulfill an unexpired term; providing for service without compensation; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Non-Uniformed Municipal Employee Retirement Committee (the "Committee") is comprised of five members; two are appointed by the City Commission; two are elected by Non-Uniform employees and the final member is chosen by the Committee members.

Current Activity

Unfortunately, the recent passing of a board member has left an unexpired term on the Committee. Valerie Hackett has expressed an interest in fulfilling the unexpired term and has been nominated by Commissioner Hudak to serve as a member of the Committee until November 9, 2024. Upon approval of Ms. Hackett's appointment to the Committee, there will be two vacancies remaining.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING VALERIE HACKETT TO
THE CITY OF DEERFIELD BEACH NON-UNIFORMED MUNICIPAL
EMPLOYEE RETIREMENT COMMITTEE TO FULFILL AN
UNEXPIRED TERM; PROVIDING FOR SERVICE WITHOUT
COMPENSATION; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 54-161 of the City Code, the Non-Uniformed Municipal Employee Retirement Committee (the “Committee”) is comprised of five members: two members are appointed by the City Commission, two plan participants are elected by non-uniformed employees of the plan participants, and the fifth member is chosen by the majority of the four other Committee members, with all appointees serving a four (4) year term; and

WHEREAS, Valerie Hackett has requested appointment to the Committee to fulfill an unexpired term and has been nominated by Commissioner Hudak.

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

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

Section 2. Valerie Hackett is hereby appointed to serve as a member of the Non-Uniformed Employee Retirement Committee for a term expiring on November 9, 2024.

Section 3. Ms. Hackett shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida Statutes.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 29, 2021

The attached application from Valerie Hackett for the

Non-Uniformed Retirement Committee

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.



Regular Member



Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Michael E. Hudak

4/09/21

Signature:

Date:

Appointing
Elected Official:



Mayor Bill Ganz



Vice Mayor Ben Preston



Commissioner Michael Hudak



Commissioner Bernie Parness



Commissioner Todd Drosky

Please return to City Administration for processing.



City of Deerfield Beach

Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: NON UNIFORMED RETIREMENT COMMITTEE

Are you willing to be considered for an alternate Board or Committee Yes ☐ No ☒

Name VALERIE HACKETT

Address 800 S.E. 20TH AVENUE APT 904

City DEERFIELD BEACH State FLORIDA Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 1

Year Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone 954 536 1877 Work/Mobile Phone 954 536 1877

E-mail VALAFRICA@MSN.COM

Employer RETIRED

Address

Occupation (if retired, please indicate and list former occupation) BUSINESS OWNER

Please list any governmental Advisory Boards or Committees on which you currently serve:

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas
BUSINESS COLLEGE KITWE ZAMBIA
Professional: Certification(s)
BUSINESS OWNER DEERFIELD BEACH
Knowledge: Training, interest or experience
MY LATE HUSBAND JOHN WAS A POMERANO BEACH GENERAL EMPLOYEES RETIREMENT TRUSTEE AND I ATTENDED + PARTICIPATED IN PENSION CONFERENCES FPPTA - NCPEKS ANNUAL
Community Involvement: List organizations/positions
ROTARY CLUB OF DEERFIELD BEACH
Organizations: Memberships
ROTARY CLUB OF DEERFIELD BEACH (FORMERLY) DEERFIELD BEACH CHAMBER

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 Valerie Hackett

Date 3/29/21

Print Name VALERIE HACKETT

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



NON-UNIFORMED MUNICIPAL EMPLOYEE RETIREMENT COMMITTEE

Creating Authority:

Ordinance No. 894
Amended by Ordinance No. 1079
Amended by Ordinance No. 1989/031
Amended by Ordinance No. 2011/015
Amended by Ordinance No. 2013/012

Method of Appointment:

Two (2) Resident Members - Resolution of Commission for Terms of Four (4) Years
Two Employees - Elected by Non-Uniformed Employees for Terms of Four (4) Years
Fifth Member - Chosen by Above Principals for a Term of Four (4) Years

**Ordinance No. 2013/012 - extended terms from two (2) years to four (4) years
for elected and appointed members. (April 16, 2013)

Financial Disclosure:

Required

Compensation:

None

Liaison:

Livia Giuliani, Benefits USA (954) 730-2068 or livia@benefits-usa.org

Meeting Dates:

2nd Monday, quarterly

Board Attorney:

Robert Sugarman / Pedro Herrera 305-529-2801

Functions and Responsibilities:

To administer the funds of employees and City contributions in accord with sound actuarial principals.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Rolwing (Commission)	318 Deer Creek Run Deerfield Beach, FL 33442	698-6724	SELF	2020/157	11/10/20	11/09/24
VACANT (Commission)	1662 SE 5 th Court Deerfield Beach, FL 33441	899-8878 561-750-9191 (C)	Patterson	2020/157	11/10/20	11/09/24
VACANT (Board Members)	Deerfield Beach, FL 33442		Andison			11/30/20
Lee Magnuson (Employees)	220 S.E. 10 th CT Deerfield Beach, FL 33441	427-4790	Adams	2018/056	04/17/18	04/17/22
VACANT (Employees)			Miller			09/30/21



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-609

Agenda Date: 4/20/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-22-JW for fireworks display; authorizing execution of an Agreement with Zambelli Fireworks Manufacturing Company, the top ranked firm, for a three year term with two additional one year renewal terms in an amount not to exceed \$37,053.00 per fireworks display event; providing for implementation and an effective date. (Funds from various departmental operating accounts with costs not to exceed \$37,053)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: NTE \$37,053 per fireworks display event

Account Name: Various

Account Number: Various

Background/History

The Parks and Recreation Department (the "Department") utilizes Firework Displays for City events and celebrations, primarily during our Fourth of July Celebration and Pioneer Days events (the "Services"). Therefore, the Department deemed it necessary to seek the services of a qualified firm or individual to provide the Services.

The City of Deerfield Beach issued Request for Proposals #21-22-JW Fireworks Display (the "RFP") to solicit vendors for the Services.

Current Activity

The RFP was advertised in the legal notices section of the Sun-Sentinel on February 5, 2021, and the notice was also sent to 32 prospective respondents via the e-Procurement Marketplace. Three firms viewed the RFP documents. On March 1, 2021 at 3:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the "Division") closed and unsealed the two proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements. The evaluation committee independently reviewed and scored the responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting. The evaluation meeting was held on March 11, 2021 to score the proposals based on the weighted criteria stated in the RFP.

Following the initial ranking, the evaluation committee was unanimous in their decision to rank Zambelli Fireworks Manufacturing Company ("Zambelli") as the top ranked responsive and responsible firm. Therefore, the evaluation committee is recommending award of the RFP and agreement to Zambelli.

Recommendation

The Purchasing and Contract Administration Division together with Parks and Recreation concluded that the response submitted by Zambelli Fireworks Manufacturing Company meets all the requirements of the RFP, and recommends awarding the contract to Zambelli.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #21-22-JW FOR FIREWORKS DISPLAY; AUTHORIZING EXECUTION OF AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING COMPANY, THE TOP RANKED FIRM, FOR A THREE YEAR TERM WITH TWO ADDITIONAL ONE YEAR RENEWAL TERMS IN AN AMOUNT NOT TO EXCEED \$37,053.00 PER FIREWORKS DISPLAY EVENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) desires to enter into an agreement for fireworks displays for the City’s Fourth of July and Pioneer Days Events and other City events and celebrations (the “Services”); and

WHEREAS, the City issued Request for Proposals No. 21-22-JW for Fireworks Display (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on February 5, 2021, and the notice was also sent to 32 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, three firms viewed the RFP documents; and

WHEREAS, on March 1, 2021 at 3:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the two proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on March 11, 2021 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee was unanimous in their decision to rank Zambelli Fireworks Manufacturing Company (“Zambelli”) as the number one ranked firm; and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP to the number one ranked firm Zambelli, and authorize execution of an agreement with Zambelli for the provision of the Services in an amount not to exceed \$37,053.00 per fireworks display event.

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

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

Section 2. The City Commission hereby approves the award of the RFP to Zambelli for the Services.

Section 3. The City Manager is hereby authorized to execute an agreement with Zambelli in an amount not to exceed \$37,053.00 per fireworks display event, consistent with the terms of the RFP, 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 _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Thomas Good, Assistant City Manager
FROM: Jeremin Worlds, Senior Buyer
THRU Ivelsa Guzman, Purchasing Manager
DATE: March 26, 2021
RE: **Fireworks Display, RFP #21-22-JW**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Fireworks Display. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on February 5, 2021.
- The notice was also sent to Thirty-two (32) prospective Offeror's via the e-Procurement Marketplace.
- Three (3) vendors viewed the documents of the RFP.
- On March 1, 2021, at 3:00 PM, the due date and time, the Purchasing and Contract Administration Division closed and unsealed two (2) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, original RFP, addenda, submittals, and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted stated in the RFP prior to the public evaluation meeting held on Thursday, March 11, 2021, at 10:00 AM both face to face and via Zoom due to the COVID-19 Pandemic. The Evaluation Committee consisted of: Ashley Molina, Parks and Recreation Manager; Ashlee Temple, CRA Administrator Coordinator; and Lieutenant Richard Johnson, Fire Rescue.
- The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Qualifications and Experience of Principals and Staff	1
Operations Plan and Approach	2
Fireworks Display	3
Technical Proposal	3

- The proposals were ranked as follows:

Ranking	Ashley Molina	Ashlee Temple	Lt. Richard Johnson	Total	Ranking
Zambelli Fireworks Manufacturing Company	79 / 1	79 / 1	27 / 1	3	1
Exposhow Inc.	69 / 2	74 / 2	24 / 2	6	2

- After Committee Members Discussion of the Proposals and their independent review, Lieutenant Richard Johnson changed his scores as reflected below:

Ranking	Ashley Molina	Ashlee Temple	Lt. Richard Johnson	Total	Ranking
Zambelli Fireworks Manufacturing Company	79 / 1	79 / 1	82 / 1	3	1
Exposhow Inc.	69 / 2	74 / 2	80 / 2	6	2

- Following the revised ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award the contract to Zambelli Fireworks Manufacturing Company.
- Reference checks were conducted on Zambelli Fireworks Manufacturing Company and revealed positive ratings.
- The initial contract term shall be three (3) years with the option to renew for two (2) additional one (1) year periods.
- Documentation related to this solicitation may be obtained by emailing Sandra Francis at sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Zambelli Fireworks Manufacturing Company is the number one (1) ranked Offeror. Therefore, the Evaluation Committee is recommending approval of the ranking with Zambelli Fireworks Manufacturing Company as the first ranked Proposer.

Please use this memorandum and all attachments as backup to the City Manager for the April 20th, 2021, Commission Meeting.

Att: Tabulation Sheets, Tabulation Summary, Scope of Services

Cc: Ashley Molina, Manager, Parks and Recreation
Laura Franks, Operation Manager, Parks and Recreation

						Zambelli Fireworks Manufacturing Company		Exposhow Inc.		
						Total Price	\$37,053.00	Total Price	\$47,199.98	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimate	Unit	Extended	Unit	Extended
1	3" Shell			1	ea		\$8.50	\$8.50	<u>\$6.67</u>	\$6.67
2	4" Shell			1	ea		\$15.00	\$15.00	<u>\$9.55</u>	\$9.55
3	5" Shell			1	ea		\$29.00	\$29.00	<u>\$14.99</u>	\$14.99
4	6" Shell			1	ea		\$45.50	\$45.50	<u>\$24.22</u>	\$24.22
5	8" Shell			1	ea		\$150.00	\$150.00	<u>\$64.90</u>	\$64.90
6	10" Shell			1	ea		<u>\$250.00</u>	\$250.00	\$316.65	\$316.65
7	12" Shell			1	ea		\$350.00	\$350.00	<u>\$1.00</u>	\$1.00
8	15" Shell			1	ea		<u>\$1.00</u>	\$1.00	<u>\$1.00</u>	\$1.00
9	18" Shell			1	ea		<u>\$1.00</u>	\$1.00	<u>\$1.00</u>	\$1.00
10	24" Shell			1	ea		<u>\$1.00</u>	\$1.00	<u>\$1.00</u>	\$1.00
11	30" Shell			1	ea		<u>\$1.00</u>	\$1.00	<u>\$1.00</u>	\$1.00
12	36" Shell			1	ea		<u>\$1.00</u>	\$1.00	<u>\$1.00</u>	\$1.00
13	Waterfall Special Effect			1	ea		<u>\$1,000.00</u>	\$1,000.00	\$1,740.00	\$1,740.00
14	Special Effect			1	ea		<u>\$75.00</u>	\$75.00	\$896.00	\$896.00
15	Special Effect			1	ea		<u>\$125.00</u>	\$125.00	\$616.00	\$616.00
16	Special Effect			1	ea				<u>\$240.00</u>	\$240.00
17	Special Effect			1	ea					
18	Special Effect			1	ea					
19	Special Effect			1	ea					
20	Cost of a barge for the Fireworks display.			1	Lump Sum		<u>\$35,000.00</u>	\$35,000.00	\$43,265.00	\$43,265.00

Event Number	21-22-JW Addendum 1	Organization	City of Deerfield Beach
Event Title	Fireworks Display	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach, Florida (the City)	Event Owner	Jeremin Worlds
Event Type	RFP	Email	jworlds@deerfield-beach.com
Issue Date	2/5/2021 05:00:00 PM (ET)	Phone	(954) 480-4415
Close Date	3/1/2021 03:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Zambelli Fireworks Manufacturi	Boca Raton	FL	3/1/2021 08:32:15 AM (ET)	16	\$37,053.00
Exposhow Inc.	Redondo Beach	CA	3/1/2021 02:45:51 PM (ET)	17	\$47,199.98

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SCOPE OF WORK

1. General

- a.** The City of Deerfield Beach is a South Florida coastal community of 80,000 residents located in northern Broward County. The City is midway between Fort Lauderdale and West Palm Beach and is neighbored by Boca Raton, Coral Springs and Pompano Beach. This 16.3 square mile community and is home to a diverse residential, commercial and industrial population.
- b.** The City of Deerfield Beach, Florida (the City) is actively seeking a qualified and experienced firm to provide a Fireworks Display (Show) to be held primarily on the Fourth of July and Pioneer Days (President's Day Weekend); however, additional fireworks displays may be required for other various City events and celebrations.
- c.** The Show shall last a minimum of twenty-five (25) minutes but no more than thirty (30) minutes. The Show shall be synchronized with patriotic instrumental music. The Shows are planned to be displayed from the Deerfield Beach International Fishing Pier; however, in the unlikely event that the Pier is unavailable the display shall be from a barge in the Atlantic Ocean in the vicinity of the Pier.
- d.** Proposer shall provide a list of fireworks, shells, and special effects, required or proposed for the Fireworks Display that meets the term, conditions, and specifications contained in this RFP. Proposers are required to provide a Technical Proposal for a Fireworks Display at the following separate price points: Seven Thousand Five Hundred Dollars (\$7,500.00), Thirty-Thousand Dollars (\$30,000.00), Forty-Thousand Dollars (\$40,000.00) and Fifty-Thousand Dollars (\$50,000.00).

2. Performance Standards

- a.** Shows shall be put on by using electrical firing only.
- b.** All fireworks shells shall be readily marked for identification, including size and what shells contain multiple projections.
- c.** All firework shells used must have been tested and assigned "EX" numbers by the appropriate regulatory agency.
- d.** Fireworks shells shall be between three inches (3") and ten inches (10").
- e.** Shows shall include at least two special effects; one shall be a waterfall effect off the pier.
- f.** Tails of shells shall not be counted as an additional or separate shots; however, shells with tails shall be noted
- g.** Shows shall begin promptly at 9:05 p.m. local time or as previously agreed to and permitted.
- h.** The Broward County Sheriff's Office Fire Marshall shall be permitted to inspect any

and all fireworks to be used to determine compliance with all state and local requirements, including NFPA 1123.

3. Contractor's Responsibilities

- a. Observe and comply with all of the current NFPA Code 1123, 1124 and 1126 and any changes to the code enacted during the term of the contract.
- b. File a permit application through the Broward County Fire Rescue Department a minimum of (30) days prior to the display.
- c. Provide to the City a copy of all applicable permits (police, fire, local, state and U.S. Coast Guard approval) at least three (3) weeks prior to the show.
- d. Provide written procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather at least two (2) weeks prior to show.
- e. Allow total access of contractor operations to the Broward County Fire Rescue Department at all times of the day at the shot site.
- f. Provide, deliver, and secure fireworks to the designated firing area. The area will be secured and Contractor agrees to provide, at no additional cost to the City, professional security personnel to oversee that equipment and safety is not compromised.
 - i. July 4th Show: Access to the pier shall be provided at 6:00 a.m. EST the day before the show.
 - ii. Pioneer Days Show: Access to the pier shall be provided at 6:00 a.m. EST the day of the show.
 - iii. Additional Shows: Access to the pier for any additional shows will be determined by the City prior to the event.
- g. Prior to the unloading of the shells, provide an on-site inventory check of shells with assigned City staff and BSO. All fireworks packages shall be clearly labeled as to size, type, quantity and country of origin.
- h. Provide notification at least forty-eight (48) hours in advance, or if the display will be on a Sunday or Monday then notification shall be on the Friday prior to the show. Notification must be directed to the Broward County Fire Rescue's Office (954) 571-3081. Adequate time must be allowed for the Fire Inspector to do the final count and inspection to include photographs.
- i. Provide sufficient number of certified and experienced pyrotechnicians to set-up and fire display.
 - i. Each Show shall require two (2) certified and experienced pyrotechnicians (Display Operator) and the appropriate number of assistants to support the show.

- ii. Display Operators and assistants shall be at least twenty-one (21) years of age.
- iii. Display Operators shall have experience as a Display Operator in at least five (5) shows equal to or greater than the show to be provided to the City of Deerfield Beach.
- j. If deemed necessary by the City, provide at least six (6) communication radios, for direct contact between Display Operators (2), Broward Sheriff's Office (BSO) (2), and City Staff (2), for the day of the show beginning with the inventory check and maintain radio contact throughout the day. In addition, Display Operators shall have a working cellular phone and provide the designated City personnel with the cellular phone number.
- k. Remove all debris from pier related to the set-up and discharge of fireworks display immediately after the show and once safe to do so.
- l. At the discretion of the City, attend one pre-show meeting with City Staff and BSO in the City of Deerfield Beach at no additional cost to the City. The date and time shall be at the discretion of the City.
- m. Practice the most current and stringent industry safety standards at all times and comply with all applicable laws and regulations.
- n. Provide invoice to City for payment no later than 30 days after each event.

4. City's Responsibilities

- a. Provide a City staff member to coordinate with the Contractor and act as a representative of the City on matters not directly relating to safety or regulations.
- b. Provide a City staff member to count and inventory all shells to verify the actual number of shells delivered vs. the proposed shell count submitted in Proposer's response.
- c. Provide a City staff member to verify the shell count after the show, insuring all shells were discharged during the show.
- d. Provide BSO fire related services.

5. Optional Barge Requirement

- a. The City reserves the right to request the successful Proposer to provide a barge option. This would be utilized in the unlikely event that the Pier is unavailable for any reason or to use as an additional firing site to enhance the existing Show.
- b. The Proposer shall be fully responsible for securing a barge for the Fireworks Display. The price for a barge shall include all incidental costs including any required permits, port fees, loading and unloading, and fuel.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-587

Agenda Date: 4/20/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$8,257.50 to Purchase Order #210028 for the Fire Station #66 Generator Fuel Tank Replacement, for a total project cost of \$36,801.25; providing for execution and an effective date. (Funds from Account #001-5060-519-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$36,801.25

Account Name: Other Contractual Services

Account Number: 001-5060-519-32-99

Background/History

The City issued Invitation to Bid #2014-15/10 for Maintenance and Repair of Emergency Diesel Generators (the "ITB"). On August 31, 2015, pursuant to the ITB, the City entered into an agreement (the "Agreement") with Scan-Am Marine Services, Inc. dba OK Generators ("OK Generators").

The Environmental Services Department budgeted \$25,000 on account 00150605193299 for Fire Station #66 Generator Fuel Tank Replacement (the "Project"). Pursuant to the Agreement, the City issued Purchase Order #210028 (the "PO") to OK Generators for the Project in an amount of \$28,543.75.

OK Generators started a design phase and submitted a permit application package #21-2542 to the building department for review on 2/22/2021. They originally proposed a UL 142 rectangular tank. According to the permit application comments from Fire Department, the initially proposed tank is acceptable but needed to meet the installation requirements of Fire Code NFPA 30 Table 22.4.1.1. According to NFPA 30, the tank shall be located at a safe distance from property lines, public ways, important buildings, and adjacent tanks. In order to meet these requirements with the originally proposed UL 142 rectangular fuel tank, OK Generators would no longer be able to utilize the existing concrete pad and would need to design and build new a concrete pad and piping system, which would require a new engineering design. The estimated cost for this work is \$12,000.

Current Activity

After coordination with the Fire Department and OK Generators, it was determined that the Fire Department preference and recommendation is to change the tank type to the UL 2085 Fire-rated tank. The new tank can be installed on the existing concrete pad, meet all requirements, and provide a higher level of protection overall to meet higher specifications.

OK Generators provided an updated proposal for installation of the Fire-rated tank totaling \$39,573.30. ES staff reviewed the proposal, and after negotiation was able to obtain the best and final offer of \$36,801.25. The proposed change order increases the existing PO by \$8,257.50 and causes the the total procurement to exceed the \$30,000.00 threshold, thereby requiring City Commission approval.

Recommendation

It is the recommendation of staff to authorize the change order on PO 210028 to install the Fire-rated fuel tank system at Fire Station #66.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER IN
THE AMOUNT OF \$8,257.50 TO PURCHASE ORDER #210028 FOR THE
FIRE STATION #66 GENERATOR FUEL TANK REPLACEMENT, FOR
A TOTAL PROJECT COST OF \$36,801.25; PROVIDING FOR
EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, the City issued Invitation to Bid #2014-15/10 for Maintenance and Repair of Emergency Diesel Generators (the “ITB”); and

WHEREAS, on August 31, 2015, pursuant to the ITB, the City entered into an agreement (the “Agreement”) with Scan-Am Marine Services, Inc. dba OK Generators (“OK Generators”); and

WHEREAS, pursuant to the Agreement, the City issued Purchase Order #210028 (the “PO”) to OK Generators for Fire Station #66 Generator Fuel Tank Replacement (the “Project”) in an amount of \$28,543.75; and

WHEREAS, OK Generators began a design for the Project and submitted a permit application, proposing to utilize a UL 142 rectangular tank; and

WHEREAS, according to the permit application comments from the Fire Department, the proposed tank was acceptable but needed to meet the installation requirements of Fire Code NFPA 30 Table 22.4.1.1 (the “Fire Code”), which required a new design to build a new concrete pad and piping system; and

WHEREAS, after coordination between OK Generators and the Fire Department, it was decided to change the tank type to a UL 2085 fire-rated tank, which can be installed on the existing concrete pad and meets the requirements of the Fire Code; and

WHEREAS, OK Generators provided City staff with an updated proposal for the Project utilizing the UL 2085 tank in an amount of \$36,801.25, which would increase the existing purchase order for the Project (“PO”) by \$8,257.50 (the “Change Order”); and

WHEREAS, the Change Order causes the total procurement to exceed the \$30,000.00 threshold, thereby requiring City Commission approval; and

WHEREAS, staff recommends that the City Commission approve the Change Order to the PO for the Project in the amount of \$8,257.50, for a total Project cost of \$36,801.25.

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

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

Section 2. The City Commission hereby approves the Change Order to the existing PO in the amount of \$8,257.50 for the Project, for a total Project cost of \$36,801.25.

Section 3. The appropriate City officials are authorized to execute the Change Order.

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 _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

OK GENERATORS
373 N. RIVER AVENUE
DEERFIELD BEACH FL 33441
Phone: 954-428-9990
Fax: 954-360-7969

QUOTE

DATE	QUOTE #	CUST #
3/22/2021	0000079346	0009666

BILL TO:

CITY OF DEERFIELD BEACH
150 N.E. 2nd AVENUE
ACCOUNTS PAYABLE
DEERFIELD BEACH FL 33441

SHIP TO:

DFB FIRE STATION # 66
590 S. POWERLINE ROAD
DEERFIELD BEACH FL 33442

Bruce Dooley 954-444-2872

P.O. NUMBER	TERMS	SALES PERSON
DESCRIPTION		Amount
REMOVE AND DISPOSE OF CONVAULT TANK, INSTALL UL 2085, FIRE GUARD, 500 GALLON, CYLINDRICAL, ABOVE GROUND FUEL STRAGE TANK. 500 GALLON FIREGUARD, UL-2085, AND LEVEL GAUGES, OVERFILL VALVE AND TUBE, EMERGENCY VENTS, BOLLARDS, ETC... PERMIT AND PLAN PREP, INSTALLATION OF NEW PIPING ACCESSORIES AS NEEDED, COORDINATING FUEL TRANSFER, TRANSPORTATION AND CRANE CHARGES, DISPOSAL OF OLD TANK AND CERTIFICATION INCLUDES: 1. DRAFT OF ENGINEERING PLANS FOR CITY OF DEERFIELD BEACH APPLICATIONS 2. TRANSPORT OF TEMPORARY TANK TO SITE 3. REMOVE FUEL FROM CONVAULT TANK AND TRANSFER TO TEMPORARY TANK 4. PRESSURE WASH CONVAULT TANK AND REMOVE FLUID FOR PROPER DISPOSAL 5. REMOVE CONVAULT TANK FROM SLAB, LOAD ONTO TRUCK FOR TRANSPORT FROM SITE AND TO SCRAP YARD FOR DISPOSAL 6. INSTALL AND BOLT DOWN NEW TANK 7. INSTALL PIPING, SHUT OFF VALVES, ANTI-SIPHON VALVE AND REMAINING APPURTENANCES ON TANK 8. SCHEDULE INSPECTIONS 9. TRANSFER FUEL INTO NEW TANK FOLLOWING SATISFACTORY INSPECTIONS 10. PLACE GENERATOR BACK IN SERVICE UPON REFILL OF NEW FUEL TANK ** THIS IS NOT A BILL ** This quote is a "not to exceed time" quotation. Customer will only be invoiced for the actual job time and includes travel, quote prep, shop staging, parts pick-up, on-site and disposal times. Please understand that until these repairs are completed, we cannot determine if other operational problems exist. While we do our best to troubleshoot all issues, this quote does not cover any potential hidden problems that may be masked by the current equipment conditions. Any work needed about and beyond the scope listed above will be quoted separately. Payment of the actual invoice is due in full within thirty (30) days of job completion date. Any unpaid balance will be subject to 18% per annum finance charges. Customer will be responsible for all collections and attorney fees associated with the collection of the past due amounts. Please fix signed quote to proceed with repair and issue a Purchase Order number if required but your account department. All quotes are valid for thirty (30) days from state date.		
Subtotal		\$36,801.25
Sales Tax		\$0.00
Total		\$36,801.25





City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-598

Agenda Date: 4/20/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Keith and Associates, Inc. in an amount not to exceed \$58,000.00 for professional design services for the Deerfield Schools LAP Project Sidewalk Design; authorizing execution of a Work Authorization; and providing for an effective date. (Funds from Account #108-5050-541-30-99 - Other Professional Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$58,000

Account Name: Other Professional Services

Account Number: 108-5050-541-30-99

Background/History

In January 2018, the City of Deerfield Beach, in partnership with Deerfield Park Elementary, Tedder Elementary, and Deerfield Beach Middle (the "Deerfield Schools"), submitted an application (the "Application") for the Safe Routes to School ("SRTS") grant (the "Grant") to the Florida Department of Transportation ("FDOT") to pay for improvements along the routes to Deerfield Schools, including new sidewalks, signage (school signs, speed limit signs, "No Parking" signs), pedestrian zoning and striping, crosswalks, and walk safety education curriculum (the "Project"). The Grant is a community-based grant aimed to create safe routes to school and encourage more walking and biking where safety is not a barrier. The Grant supports the City's mission to create a safe, healthy, and active community that embraces culture, economic growth, recreation, and educational opportunities inclusive to all.

The Application was the result of coordinated efforts with the Broward Sheriff's office, school officials, and community partners who participated in walkability audits, parent surveys, and community meetings.

In September 2018, the City was notified that the Application was approved and would be funded for construction via a Local Agency Participation ("LAP") agreement and that the development of design plans and any design activities were the responsibility of the City. \$382,419.00 in Federal Funds is

programmed in the State Transportation Improvement Program in 2023 towards construction of this project. Once the city completes design plans it will execute a LAP Agreement with the State for construction phase services and the Department will reconcile the project based on the awarded contractor upon letting/issuance of the Bid.

Current Activity

In December 2020, the City participated in the project kick-off with FDOT for the Project. LAP projects are subject to FDOT milestones and the schedule for preliminary plans requires submittal by June 2021.

With these anticipated deadlines in mind, in January 2021, City staff held discussions with three firms from the City's pool of CCNA consultants including Carnahan Proctor and Cross, Craven Thompson, and Keith and Associates to obtain the consultants' approach, availability, and capability to prepare construction documents for the Project with the goal of constructing the missing segments of sidewalk to provide continuity of pedestrian traffic and enhance public safety. City staff evaluated the proposals and deemed Keith and Associates as the most qualified firm for the Project. In early March, the existing CCNA contract, RFQ 2016-17/51 expired. RFQ 21-11-IG approved on April 6, 2021 replaces this earlier contract and all firms solicited, as well as the most qualified proposer, have executed new continuing services contracts with the City.

Upon delivery of preliminary plans in June 2021, Keith and Associates, Inc. will be required to submit final construction plans by December 2021, and a final procurement package by April 2022. It is anticipated that encumbrance of FDOT construction funds will be made in August 2022 after execution of a LAP agreement. The Project would be slated to begin construction by late 2022/early 2023 with a 240 day duration.

Recommendation

It is recommended that the City Commission approve a Work Authorization with Keith and Associates, Inc. to complete the Deerfield Schools LAP Project Sidewalk Design in an amount not to exceed \$58,000.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH KEITH AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$58,000.00 FOR PROFESSIONAL DESIGN SERVICES FOR THE DEERFIELD SCHOOLS LAP PROJECT SIDEWALK DESIGN; AUTHORIZING EXECUTION OF A WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in January 2018, the City of Deerfield Beach, in partnership with Deerfield Park Elementary, Tedder Elementary, and Deerfield Beach Middle Schools (collectively, the “Deerfield Schools”), submitted an application (the “Application”), for the Safe Routes to School (“SRTS”) grant (the “Grant”) to the Florida Department of Transportation (“FDOT”); and

WHEREAS, the Grant will be used to pay for improvements along the routes to the Deerfield Schools, including new sidewalks, signage (school signs, speed limit signs, “No Parking” signs), pedestrian zoning and striping, crosswalks, and walk safety education curriculum (the “Project”); and

WHEREAS, in September 2018, the City was notified that the Application was approved and would be funded for construction via a Local Agency Participation (“LAP”) agreement and that the development of design plans and any design activities were the responsibility of the City; and

WHEREAS, pursuant to RFQ #21-11-IG and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis (the “Continuing Contract”); and

WHEREAS, City staff held discussions with three (3) firms from the City's pool of continuing contracts, including Carnahan Proctor and Cross, Craven Thompson, and Keith and Associates, Inc. (“Keith”), to obtain the consultants’ approach, availability, and capability to prepare construction documents for the Project; and

WHEREAS, City staff evaluated the proposals and deemed Keith to be the most qualified firm for the Project; and

WHEREAS, the services will consist of professional design services for the installation of five-foot wide concrete infill sidewalks and ADA ramps for 25 segments, totaling 5,900 linear feet of sidewalks (collectively, the “Design Services”); and

WHEREAS, City staff recommends the City Commission approve and authorize execution of a work authorization with Keith in the amount of \$58,000.00 for the Design Services (the “Work Authorization”).

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

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

Section 2. The City Commission hereby approves a Work Authorization with Keith and Associates for the Design Services in the amount of \$58,000.00.

Section 3. The City Manager is hereby authorized to execute a Work Authorization with Keith for the Design Services in the amount of \$58,000.00, consistent with the terms of the Continuing Contract, together 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 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 _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

**MIKE DEW
SECRETARY**

September 24, 2018

Mr. Eric Power
Director of Planning and Development Services
City of Deerfield Beach
150 SE 2nd Avenue
Deerfield Beach, Florida 33441

Subject: City of Deerfield Beach Safe Routes to School Application Approval

Dear Mr. Power:

Congratulations! The Florida Department of Transportation, District 4, is pleased to inform you that after a careful review of the subject application that you submitted as part of the Safe Routes to School (SR2S) Program has been approved and will be funded for construction.

As requested in the application, the Department has allocated \$403,892.00 in fiscal years 2021 and 2023 for the construction of the subject project. The development of design plans, or any other design activities along with Construction Engineering Inspection (CEI) effort, remains the responsibility of the local agency.

The project will be implemented via a Local Agency Participation (LAP) agreement. Ms. Mya Williams, District LAP Administrator, will be your point of contact to develop the LAP agreement. You may call her at (954)777-4680, or contact her via e-mail (mya.williams@dot.state.fl.us).

Thank you for your application and interest in the SR2S program. I look forward for future applications from your office for the SR2S program in the coming years. Please call me at (954)777-4355 if you have further questions or comments.

Sincerely,

Yujiing Tracey Xie, P.E.
Traffic Safety Program Engineer

Cc: Sarita Taylor, FDOT
Mya Williams, FDOT
Carmen Blades, FDOT

RESOLUTION NO. 2018/005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING SUBMISSION OF A SAFE ROUTES TO SCHOOL GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO FUND IMPROVEMENTS ALONG THE ROUTES TO DEERFIELD PARK ELEMENTARY, TEDDER ELEMENTARY AND DEERFIELD BEACH MIDDLE; AUTHORIZING ACCEPTANCE OF THE SAFE ROUTES TO SCHOOL GRANT FUNDS AND EXECUTION OF A SAFE ROUTES TO SCHOOL GRANT AGREEMENT WITH FDOT IN THE EVENT THE GRANT APPLICATION IS APPROVED BY FDOT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Safe Routes to Schools Program ("SRTS") is a sustained effort by parents, schools, community leaders and local, state, and federal governments to improve the health and well-being of students by enabling and encouraging them to walk and bicycle to school; and

WHEREAS, the City of Deerfield in partnership with Deerfield Park Elementary, Tedder Elementary and Deerfield Beach Middle (collectively, the "Deerfield Schools") is applying for the SRTS Infrastructure Grant, which is a community based grant aimed to create safe routes to school and encourage more walking and/or biking to school where safety is not a barrier; and

WHEREAS, City Staff is preparing a SRTS grant application (the "Grant Application") to be submitted to the Florida Department of Transportation ("FDOT") for \$500,000 in grant funds to pay for improvements along the routes to the Deerfield Schools, including: new sidewalks, signage (school signs, speed limit signs, "No Parking" signs), pedestrian zoning and striping, crosswalks, and walk safety education curriculum, which is a required component of the SRTS grant; and

WHEREAS, the SRTS Grant Program provides full funding (engineering and design services excluded) on a cost reimbursement basis with no local match required; and

WHEREAS, City Staff recommends approving the submission of the Grant Application to FDOT, and, if awarded, authorizing acceptance of the SRTS grant funds and execution of a SRTS grant agreement with FDOT.

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

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

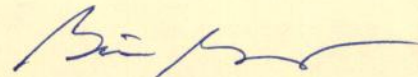
Section 2. The City Commission hereby approves the submission of the Grant Application to FDOT requesting \$500,000 in grant funds for improvements along the routes to the Deerfield Schools. The Mayor and City Manager are authorized to execute the Grant Application and the appropriate City staff are authorized to submit the executed Grant Application to FDOT.

Section 3. If FDOT approves the Grant Application, the City Commission hereby authorizes acceptance of the grant funds from FDOT, and the Mayor and City Manager are authorized to execute the applicable grant agreement with FDOT, subject to the terms of the grant agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Clerk is hereby directed to transmit a copy of this Resolution to FDOT.

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

PASSED AND ADOPTED THIS 16TH DAY OF JANUARY, 2018.



BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK



Florida's Safe Routes to School Infrastructure Application

Call for Applications
Note: fields will expand as needed



FDOT FORM # 500-000-30

Section 1 – School, Applicant & Maintaining Agency Information

Notes: Signatures confirm the commitment of the Applicant and Maintaining Agency to follow the Guidelines of the Florida's Safe Routes to School Program. The Maintaining Agency is generally responsible for entering into a Local Agency Program (LAP) agreement with the FDOT to design, construct, &/or maintain the project. Districts have the option to design and/or construct it, but the Maintaining Agency is always responsible for maintaining the project. Check with your District to see how they are handling these issues.

County: **BROWARD** City: **DEERFIELD BEACH**

School Name: **DEERFIELD PARK ELEMENTARY** Congressional District: **22**

Type: Elementary: ☒ Middle: ☐ High: ☐

Check below which of the required agencies or organizations is the Applicant:

School Board: ☐ Private School: ☐ Maintaining Agency: ☒

Name of Applicant Agency/Organization: **CITY OF DEERFIELD BEACH**

Contact Person: **ERIC POWER** Title: **DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES**

Mailing Address: **150 SE 2ND AVE**

City: **DEERFIELD BEACH** State: **FLORIDA** Zip: **33441**

Daytime Phone: **954-480-4211** E-mail: **EPOWER@DEERFIELD-BEACH.COM**

Signature:  Date: **01/15/2018**

Signature of School Board or school representative mandatory when different from applicant:

Signature:  Date: **01/16/2018**

Typed name: **ROBERT W RUNCHIE** Title: **SUPERINTENDENT OF SCHOOLS**

Check below which of the required agencies is the Maintaining Agency:

City: ☒ County: ☐ Florida Department of Transportation: ☐ District:

Name of Maintaining Agency: **CITY OF DEERFIELD BEACH** DUNS Number: **086382090**

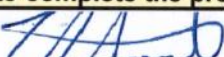
Contact Person: **THOMAS GOOD** Title: **DIRECTOR OF ENVIRONMENTAL SERVICES**

Mailing Address: **200 GOOLSBY BOULEVARD**

Daytime Phone: **954-480-4432** E-mail: **TGOOD@DEERFIELD-BEACH.COM**

City: **954-480-4432** State: **FLORIDA** Zip: **33442**

Note: your signature below indicates your agency's willingness to enter into a LAP or other formal agreement with FDOT to complete the project if selected for funding.

Signature:  Date: **01/16/2018**

Metropolitan/Transportation Planning Organization (M/TPO) Support: If the city or county is located within an MPO/TPO urban area boundary, the MPO/TPO representative must fill in the required information below, to indicate support for the proposed project:

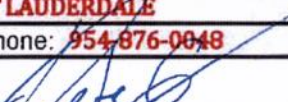
Name of MPO: **BROWARD METROPOLITAN PLANNING ORGANIZATION**

Contact Person: **PETER GIES** Title: **TRANSPORTATION PLANNER**

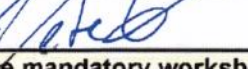
Mailing Address: **100 WEST CYPRESS CREEK ROAD**

City: **FORT LAUDERDALE** State: **FLORIDA** Zip: **33309**

Daytime Phone: **954-876-0048** E-mail: **GIESP@BROWARDMPO.ORG**

Signature:  Date: **01/17/2018**

I attended the mandatory workshop have reviewed this application for completeness.

Signature:  Date attended: **05/18/2017**

Section 2 – Eligibility and Feasibility Criteria

Notes: This section will help FDOT determine the eligibility and feasibility of the proposed project. Except for the questions in 2A-2C below answering "No" does not constitute elimination from project consideration. **You must fulfill requirements in 2A-2C below before applying!**

- A1. Has a school-based SRTS Committee (including school representation) been formed? ☒ Yes ☐ No
 A2. Has at least one meeting of this committee been held? Attach sign in sheet & minutes ☒ Yes ☐ No
 A3. Public notification of SRTS meeting? ☒ Yes ☐ No

B1. Does the school agree to provide required data before and after the project is built, using the NCSRTS Student In-Class Travel Tally and Parent Survey forms at <http://www.saferoutesinfo.org/resources/index.cfm> following the schedule provided by the District? ☒ Yes ☐ No

B2. Have you attached the National Center's data summary for the Student In-Class Travel Tally and Parent Survey forms to this application? ☒ Yes ☐ No

B3. Are the Student In-Class Travel Tally and Parent Survey data summaries attached? ☒ Yes ☐ No

Note: Project planning cannot go forward until public right of way or permanent public access to the land for the proposed project is documented to the District.

C. Have you provided either survey/as-builts or right of way documentation that provides detail to show that adequate right of way exists for proposed improvement? ☒ Yes ☐ No

D. Is the Maintaining Agency Local Agency Program (LAP) Certified? (currently qualified & willing to enter into a State agreement requiring the agency to design, construct, and/or maintain the project, abiding by Federal, State, & local requirements?) ☒ Yes ☐ No

If **No**:

Are they willing to become LAP Certified? ☒ Yes ☐ No

If the agency is not willing to become LAP Certified, explain how this project could be built without this certification:

E. Who do you propose to be responsible for each phase of the project?

Design: ☒ City ☐ County ☐ Other, Including FDOT (Explain below)

Construction: ☒ City ☐ County ☐ Other, Including FDOT (Explain below)

Maintenance: ☒ City ☐ County ☐ Other, Including FDOT (Explain below)

If you checked **Other, including FDOT** for any of the above, please explain the responsible party for each phase, including who you have been talking to about this:

F. Is the County/City willing to enter into an agreement with FDOT to do the following, if the District decides this is the best way to get the project completed:

Install and/or maintain any traffic engineering equipment included in this project? ☒ Yes ☐ No

Construct and maintain the project on a state road? ☐ Yes ☐ No ☒ N/A

G. Public Support - Explain your public information or public involvement process below. You may attach up to six unique letters, on official letterhead, from groups indicated below. The letters should indicate why and how the authors can support the proposed project at the affected school.

What neighborhood association or other neighborhood meetings have been held to inform neighbors directly affected by this proposed project and the reaction?

•Two committee meetings were held over the summer to form a committee and develop a Safe Routes Plan and address action items. The Safe Routes Committee was formed through the City of Deerfield Beach Planning and Zoning board.

•A Planning and Zoning Board public meeting December 7th, 2017. The Planning and Zoning Board held a public meeting and its efforts to date was discussed and the draft SRTS plan was introduced to all attendees at this meeting. Safe Routes to School was discussed at this meeting and attendees learned what SRTS are and how it can affect the community.

What PTA/PTO/school meetings have been held to inform parents and school staff about this project and the reaction?

•City Staff attended School Advisory Committee (SAC) meetings and presented the SRTS grant and proposed projects to all three schools, as well as collected valuable feedback from school staff, parents, teachers, and students. In attendance at the SAC meetings were parents, teachers, school administrators, and members of the general public. Parents were notified Surveys would be distributed in October 2017 to collect data about routes to school, and great feedback was received from the surveys. All of these meetings provided city staff with pertinent feedback regarding areas for improvement, as well as potential hazardous areas of concern.

•The Deerfield Park School Advisory Meeting was held on October 4th, 2017 to discuss the proposed sidewalks near the school. Members of the Deerfield Park SAC meeting were very supportive to the proposed projects, and did not share any major concerns.

Explain what other public meetings have been held, such as Metropolitan Planning Organizations, Regional Planning Councils, Citizens' Advisory Committees, Bicycle/Pedestrian Advisory Councils and Community Traffic Safety Teams and the reaction?

- City Staff held internal meetings with BSO Police and school officers on October 26th, 2017 and October 30th 2017 to review school traffic, routes, crossing guards, and other safety information.
- City staff conducted walkability audits and drive-by observations with BSO on Thursday, October 26th, 2017.
- Internal planning meetings held with directors and City staff from Community Development Department, Planning and Development, Environmental Services were held on various dates beginning July 24th, August 4th and 29th, September 5th, 19th, 21st, 22nd, October 26th, 27th, 30th, November 8th, 9th, 20th, 28th, and December 7th, 11th, 14th, 21st 2017, and various dates in January, 2018.
- The City held a public Planning and Zoning Board Meeting on December 7th, 2017 to discuss and review project details for the SRTS grant, and its efforts to date were presented to residents at this meeting. The project was officially supported from community partners.

Explain what articles or letters to the editor have been written for newspapers, etc. and the reaction. Social media updates have been posted on the City's social media regarding Walk to School events, and walking safety. The schools received great feedback from parents and students that they loved the event. There has been no formal press written regarding the proposed projects at the time of this application, however, press items will be scheduled for social media, and local newspapers and magazines if awarded.

Please indicate whether you have attached letters of support from Law Enforcement or other individuals or groups not previously mentioned: ☒ Yes ☐ No

H. If the proposed project has been identified as a priority in a Bicycle/Pedestrian or other Plan, or is a missing link in a pedestrian or bicycle system, please explain: **N/A**

I. Is this project in a Rural Economic Development Initiative (REDI) community? ☐ Yes ☒ No
 FS defines a rural community as: A county with a population of 75,000 or less; A county with a population of 125,000 or less which is contiguous to a county with a population of 75,000 or less; or Any municipality with a county as described above.

Section 3 – Background Information: Five E's

Notes: SRTS is designed to be a comprehensive program. Describe the efforts your school and community have made to address the identified problem through each E so far, and what is planned in the future for each. Each box must be filled in. For more information on the E's, see Florida's SRTS Guidelines and the SRTS Guide: <http://www.saferoutesinfo.org/guide/>

1. Engineering

1A. Past:

•COMPLETE STREETS ARE PLANNED, DESIGNED, AND OPERATED FOR ALL MODES OF TRANSPORTATION AND ALL USERS REGARDLESS OF AGE OR ABILITY. THE CITY OF DEERFIELD BEACH WAS THE FIRST CITY IN STATE OF FLORIDA TO DEVELOP AND ADOPT THEIR OWN COMPLETE STREET GUIDELINES BASED ON THE BROWARD COUNTY GUIDELINES IN AUGUST, 2013. IN APRIL 2015, THE COMPLETE STREETS IMPLEMENTATION PLAN WAS ADOPTED. CONSTRUCTION IS CURRENTLY UNDERWAY ON HILLSBORO BLVD OF THE CITY'S FIRST COMPLETE STREETS INITIATIVE, WHICH INCLUDES LANE ELIMINATIONS, IMPROVED SIDEWALKS, ADA ACCESS AND BIKE LANES. •COMPLETE STREET IMPROVEMENTS IN THE FORM OF ADA IMPROVEMENTS, SIDEWALKS, AND BICYCLE INFRASTRUCTURE TO SAFELY GUIDE STUDENTS TO SCHOOL FROM ACROSS THE RAILROAD TRACKS AND THROUGHOUT THE SURROUNDING NEIGHBORHOOD.

1B. Future:

•THE CITY IS CURRENTLY WORKING WITH BROWARD COUNTY TO CREATE MASTER SIDEWALK PLANS; PAVEMENT MARKINGS AND SIGNAGE ON CITY STREETS ARE DONE BY BROWARD COUNTY TRAFFIC ENGINEERING -BASED ON SPECIFIC REQUESTS. •THE CITY WILL CONTINUE TO FOLLOW AND SEEK ENHANCEMENTS TO ALL THE ITEMS LISTED AND WORK WITH OTHER AGENCIES TO SEEK FUNDING FOR PROJECTS. •PRESENTLY, ALL NEW DEVELOPMENT AND FDOT PROJECTS ARE REQUIRED TO CONSTRUCT NEW SIDEWALKS AND BIKE LANES. FDOT IS SYSTEMATICALLY ADDING BIKE LANES ON MAJOR THOROUGHFARES LIKE HILLSBORO BOULEVARD. MANY OF THESE IMPROVEMENTS ARE WITHIN THE 2-MILE RADIUS OF LOCAL SCHOOLS. •IN CONJUNCTION WITH THE BROWARD MPO AND FDOT, THE CITY OF DEERFIELD BEACH IS ALSO CURRENTLY IN THE DESIGN PHASE FOR COMPLETE STREETS PROJECTS THROUGHOUT THE CITY WHICH WILL ENHANCE PEDESTRIAN SAFETY AND PROVIDE FOR IMPROVEMENTS. THIS INCLUDES THE

•SIDEWALKS WERE REHABILITATED AND/OR REPAIRED BASED ON HOA OR RESIDENTS COMPLAINTS

FOLLOWING PROJECTS WHICH ARE SCHEDULED TO BEGIN CONSTRUCTION IN 2020:

1. SW 3RD AVENUE (ALSO KNOWN AS MARTIN LUTHER KING JR. AVENUE) - FROM SW 10TH STREET TO HILLSBORO BOULEVARD
 - I. ELIMINATE ONE (1) TRAVEL LANE ON EAST SIDE AND WEST SIDE (REDUCE FROM FOUR (4) LANES TO TWO (2) LANES TOTAL)
 - II. NEW BICYCLE LANES ON EAST SIDE AND WEST SIDE
 - III. NEW RAISED MEDIAN
 - IV. IMPROVEMENTS TO PEDESTRIAN LIGHTING
 2. SE 2ND AVENUE - FROM SE 10TH STREET TO HILLSBORO BOULEVARD
 - V. INSTALL SHARROWS (SHARED LINE MARKING) FOR CYCLISTS IN EXISTING TRAVEL LANES ON EAST SIDE AND WEST SIDE
 3. NE 48TH STREET / NW 49TH COURT (A.K.A. GREEN ROAD) - FROM N DIXIE HIGHWAY TO POWERLINE ROAD
 - VI. NEW BIKE LANES ON NORTH AND SOUTH SIDE AND FILL SIDEWALKS GAPS
- THE CITY OF DEERFIELD BEACH ENVIRONMENTAL SERVICES DEPARTMENT IS WORKING ON A CITY-WIDE RESURFACING PROGRAM THAT WILL INCLUDE IMPROVED SIGNAGE, STRIPING AND ADA SURFACE. A LIST OF STREETS IS BEING CURRENTLY FINALIZED. THIS PROGRAM WILL CONTINUE IN THE FUTURE.

2. Education: If your school has taught or plans to teach the Florida Traffic and Bicycle Safety Education Program (FTBSEP; see: <http://www.dcp.ufl.edu/centers/trafficSafetyEd/>) or other education program, please provide details below.

2A. Past: •IN THE PAST, SCHOOLS DID NOT PARTICIPATE IN WALK SAFETY EDUCATION CURRICULUMS OR EVENTS

•BSO POLICE AND FIRE RESCUE DO PRESENTATIONS FOR ASSEMBLIES OR IN CLASS PRESENTATIONS TO EDUCATE STUDENTS ON WALK SAFETY, BULLYING, CRIMES, AND SEAT BELT SAFETY. IN THE PAST, THE CITY OF DEERFIELD BEACH SCHOOLS STRUGGLED TO CREATE TIME FOR ASSEMBLIES AND PRESENTATION ON BICYCLE AND PEDESTRIAN STREET SAFETY, DUE TO STRUGGLING ACADEMIC SCORES. AS ACADEMIC SCORES INCREASED, BSO POLICE AND FIRE RESCUE HAVE RECENTLY BEEN ABLE TO BEGIN PRESENTATIONS AND BUILD RELATIONSHIPS WITH THE SCHOOLS TO PROMOTE WALK SAFETY.

•THE CITY REGULARLY ATTENDS THE FDOT D4 CTST MEETINGS AND UPDATES SCHOOL LEADERS AND RESOURCE OFFERS ON EDUCATIONAL OPPORTUNITIES.

•BSO COLLABORATED WITH THE CITY TO HOST A TABLE AT THE ANNUAL BACK TO SCHOOL DRIVE WHERE EDUCATIONAL RESOURCES WERE DISTRIBUTED TO PARENTS AND STUDENTS IN PREPARATION FOR THE NEW SCHOOL YEAR. STUDENTS WERE GIVEN FREE BACK TO SCHOOL SUPPLIES AND RESOURCES THAT EDUCATED STUDENTS AND PARENTS ON TAKING SAFE ROUTES

2B. Future: •THE CITY WILL CONTINUE TO WORK CLOSELY IN COLLABORATION WITH THE FIRE RESCUE DEPARTMENT AND ALL ELEMENTARY SCHOOLS IN DEERFIELD BEACH TO PROVIDE EXPANDED BICYCLE SAFETY PROGRAMMING BY CREATING A TRAINING VIDEO TO REACH MORE TEACHERS AND STUDENTS, AS WELL AS CREATING AND PROVIDING A NEW TRAINING PROGRAM FOR WALKING SCHOOL BUS PROGRAMS.

•SCHOOLS WILL CONTINUE TO PARTICIPATE IN THE AVAILABLE WALKING AND PEDESTRIAN SAFETY PROGRAMS AND OTHER EVENTS RELATED TO HEALTH AND EXERCISE.

•THE FIRE RESCUE DEPARTMENT WILL CONTINUE TO DISTRIBUTE A WIDE VARIETY OF BICYCLE AND PEDESTRIAN SAFETY MATERIALS THROUGHOUT THE SCHOOL YEAR.

•THE CITY WILL FURTHER INCREASE THE PROGRAMS OUTREACH EFFORTS BY PROVIDING MORE EDUCATIONAL MATERIALS TO STUDENTS AND PARENTS. IN ADDITION, THE CITY WILL PROVIDE RESOURCES AND ENCOURAGE ALL LOCAL SCHOOLS TO PARTICIPATE IN WALK SAFETY CURRICULUMS

•THE CITY WILL PARTNER WITH BSO POLICE AND FIRE RESCUE AND SCHOOLS TO ENCOURAGE TEACHERS TO OFFER EXTRA CREDIT TO STUDENTS THAT PARTICIPATE IN WALK/BIKE TO SCHOOL DAYS

TO THEIR SCHOOL. BICYCLE LIGHTS AND REFLECTORS WERE GIVEN OUT AT THIS EVENT AS WELL AS TRANSIT MAPS AND SAFETY INFORMATION TO ENCOURAGE MORE ACTIVE MODES OF TRANSPORTATION AS WELL.

•BSO & FIRE RESCUE HAVE SEVERAL SAFETY INITIATIVES FOR STUDENTS AND THEIR FAMILIES SUCH AS BIKE AND PEDESTRIAN SAFETY, FIRE SAFETY, DRIVING SAFETY, AND MORE.

A.BSO & FIRE PRESENTED BICYCLE AND PEDESTRIAN SAFETY EDUCATION IN LARGE SCALE ASSEMBLIES AND AUDIENCES AT SCHOOLS IN DEERFIELD BEACH. FIRE RESCUE HAS ALSO BEEN TO THE PARKS AND RECREATIONS DEPARTMENT AFTER SCHOOL PROGRAMS TO DO THE SAME.

B.FIRE RESCUE MEMBERS ARE CAR SEAT TECHNICIANS, AND DO FREE INSTALLATIONS AT THE FIRE STATION #102 ONCE A MONTH (ON THE THIRD FRIDAY) IN DEERFIELD BEACH.

C. WALK N ROLLS' EVENT OFFERS SAFETY ITEMS LIKE BACKACKS, SCHOOL SUPPLIES, BIKE LIGHTS AND REFLECTORS, BIKE HELMETS, BIKE LIGHTS, ARM BANDS

D.BSO & FIRE RESCUE HOSTED A "BIKE RODEO" EVENT ON OCTOBER 28TH, 2017 TO EDUCATE AND GIVE AWAY BIKES, HELMETS, AND REFLECTORS TO STUDENTS.

E.BACKPACK EVENT WAS DONE AT DEERFIELD BEACH ELEMENTARY, DEERFIELD PARK ELEMENTARY, AND TEDDER ELEMENTARY

F.DURING PRESENTATIONS, OTHER SAFETY ITEMS ARE OFFERED TO STUDENTS SUCH AS, BACKPACKS, SCHOOL SUPPLIES, BIKE LIGHTS AND REFLECTORS, BIKE HELMETS, BIKE LIGHTS, ARM BANDS. BSO POLICE AND FIRE ORDER MORE EDUCATIONAL RESOURCES (INFOGRAPHICS, BROCHURES, FLIERS, ETC.) TO BE DISTRIBUTED TO STUDENTS AT EACH PARTICIPATING SCHOOL

G.FIRE SAFETY MAINTAINS THE "RIGHT TO WALK" BIKE AND PEDESTRIAN SAFETY CURRICULUM
H.BUCKLE UP / SAFETY PRESENTATIONS ON "HOW AND WHY TO BUCKLE UP FOR SAFETY." THIS IS A TWO-WEEK PROGRAM; THE SCHOOL HAS TO 'BUY IN' TO THE PROGRAM. BSO WILL LET PARENTS KNOW THE RULES AND LAWS IN THE FIRST TWO WEEKS OF SCHOOL, BUT BEGIN CITATIONS AFTER THE FIRST TWO WEEKS.

I. "JUST DRIVE" IS DISTRACTIVE DRIVING SAFETY FOR THE HIGH SCHOOL STUDENTS, IT'S BEEN AN INITIATIVE FOR THE LAST FOUR YEARS TO HELP TEENS WITH DRIVING. BSO POLICE AND FIRE HELP STUDENTS ADJUST THE CAR SEAT SETTINGS, AND REFER STUDENTS TO AARP FOR DRIVING COURSES.

J. FIRE SAFETY GOES TO EACH SCHOOL IN OCTOBER AND TEACH STUDENTS ABOUT "FIRE SAFETY" AND KIDS TOUR THE FIRE TRUCK.

•BSO WILL CONTINUE HOSTING BICYCLE EVENTS THAT EDUCATE AND GIVE AWAY BIKES, HELMETS, AND REFLECTORS TO STUDENTS.

•THE CITY WILL WORK WITH BSO POLICE AND FIRE RESCUE, MPO, AND FDOT TO ENGAGE IN MORE WALK SAFETY CAMPAIGNS LIKE "WALK TO SCHOOL" EVENTS, OR "DRIVE SAFETY" PROGRAMS FOR THE LOCAL HIGH SCHOOL.

•THE CITY AND FIRE RESCUE INTENDS TO DEVELOP AN EDUCATION PROGRAM FOR AFTER SCHOOL PROGRAMS IN WHICH STUDENTS OFTEN BIKE AND WALK TO

•THE CITY PLANNING A YEARLY CONTEST TO ENCOURAGE MORE STUDENTS TO WALK/BIKE TO SCHOOL BY TRACKING DAILY STEPS OF STUDENTS WHO SIGN UP AND AWARDED THE MORE ACTIVE STUDENTS WITH NEW BICYCLES

3. Encouragement

3A. Past: • THE CITY MET WITH DEERFIELD PARK ELEMENTARY AND INFORMED NEIGHBORHOOD REPRESENTATIVES OF THE SAC MEETING

- THE CITY HAS ALREADY LAUNCHED A PLEDGE TO ENCOURAGE SAFETY AMONGST ALL MODES OF TRANSPORTATION INCLUDING BIKING AND WALKING
- FIRE AND RESCUE GIVE OUT COPIES OF THE BOOK "FLORIDA BICYCLE /PEDESTRIAN LAW ENFORCEMENT GUIDE"
- THE CITY HAS ALL STATE AND LOCAL BICYCLE LAWS POSTED ON ITS WEBSITE FOR EASIER ACCESS BY RESIDENTS AND VISITORS
- THE CITY OF DEERFIELD BEACH COORDINATED THE "BACK TO SCHOOL" EVENT ON AUGUST 20TH, 2017 TO ENCOURAGE MORE STUDENTS TO USE ACTIVE MODES OF TRANSPORTATION IN THE NEW SCHOOL YEAR, AS WELL AS WELCOME STUDENTS WALKING TO CAMPUS.
- OUTREACH ITEMS SUCH AS BOOKMARKS, BROCHURES, BE SAFE BE SEEN MOOD PENCILS, REFLECTIVE ACTIVITY BANDS AND SHOE FLAPS, BICYCLE LIGHTS AND REFLECTORS WERE PROVIDED TO STUDENTS

3B. Future: THE CITY AND FIRE RESCUE COORDINATED THE WALK AND BIKE TO SCHOOL EVENTS SUCH AS "NATIONAL WALK TO SCHOOL DAY" ON OCTOBER 4TH, 2018. SEE CITY FACEBOOK PAGE FOR SOCIAL MEDIA VIDEO OF THIS EVENT ON OCTOBER 4TH, 2018.

- SOCIAL MEDIA CAMPAIGN TO PROMOTE AND ENCOURAGE WALKING AND BIKING TO AND FROM SCHOOL BY EXPLAINING NEW MULTIMODAL ROADWAY INFRASTRUCTURE AND HOW TO PROPERLY USE THEM
- STUDENTS WILL RECEIVE INCENTIVES FOR PARTICIPATION
- THE CITY WILL PROVIDE ASSISTANCE WITH COLLECTING PARENT AND TEACHER SURVEY DATA
- THE CITY WILL PROVIDE SAFETY RESOURCES TO OTHER LOCAL SCHOOLS WITH FREE BOOKMARKERS, BROCHURES ON SAFE ROUTES TO SCHOOLS, AND PEDESTRIAN SAFETY TIPS FOR STUDENTS
- THE CITY WILL CONTINUE OUTREACH EFFORTS AND COORDINATION WITH THE SCHOOL BOARD AND SCHOOL, SUCH AS HOSTING EVENTS THAT OFFER OPPORTUNITIES TO ENCOURAGE MORE STUDENTS AND PARENTS TO CHOOSE SAFE ROUTES TO SCHOOLS IN LIEU OF DRIVING TO SCHOOL

4. Enforcement

4A. Past: •LAW ENFORCEMENT (BSO POLICE AND FIRE RESCUE) WERE INVOLVED THROUGH THE PLANNING AND ZONING BOARD THAT FORMALLY SUPPORTS THIS PROJECT.

- TRAFFIC LAWS AND SCHOOL ZONE ARE MONITORED BY BSO
- BSO POLICE AND FIRE RESCUE DO PRESENTATIONS FOR ASSEMBLIES OR IN CLASS PRESENTATIONS TO EDUCATE STUDENTS ON WALK SAFETY, BULLYING, CRIMES, AND SEAT BELT SAFETY.
- THE CITY HIRES AND FUNDS BSO TO SCHEDULE CROSS GUARDS
- THERE IS A SCHOOL RESOURCE OFFICER AT EVERY SCHOOL - THEY ARE ON CAMPUS FIVE DAYS A WEEK. THEY ARE RESPONSIBLE FOR SECURITY OPERATIONS AT THE SCHOOL, TRAFFIC ISSUES, THEY HANDLE ACCIDENTS WITH CHILDREN, PEDESTRIANS, CRASH AND ACCIDENTS
- EVERY MORNING, EVERY DISMISSAL THERE IS TRAFFIC ENFORCEMENT AND SPEED LIMIT SCHOOL MOTOR UNIT OR PATROL DEPUTY ASSIGNED AT EVERY SCHOOL TO MONITOR TRAFFIC AT 15 MPH. IF NOT, TICKETS ARE WRITTEN.
- BSO HAS WORKED WITH HOMEOWNER ASSOCIATIONS AND RESIDENTIAL MEETINGS FOR TEN YEARS TO EDUCATE AND INFORM HOME OWNERS AND RESIDENTS ABOUT PUBLIC RIGHT OF WAY. THERE ARE APPROXIMATELY 32 DIFFERENT MEETINGS PER MONTH.

4B. Future: •LAW ENFORCEMENT EFFORTS WILL CONTINUE THROUGH MONITORING OF CROSSING GUARDS AND ENFORCEMENT OF SPEED LIMITS

- ENSURING PRESENTATIONS ARE CONTINUED ARE YEAR TO YEAR BASIS
- LAW ENFORCEMENT WILL KEEP RESOURCE OFFICER AT SCHOOL CAMPUS FIVE DAYS TO MAINTAIN AND ENHANCE SCHOOL SAFETY FOR STUDENTS.
- THE CITY WILL CONTINUE TO WORK CLOSELY WITH LAW ENFORCEMENT TO MONITOR SCHOOL ZONES AND TRAFFIC LAWS WITHIN THE NEIGHBORHOODS SURROUNDING DEERFIELD PARK ELEMENTARY, TEDDER ELEMENTARY, AND DEERFIELD BEACH MIDDLE SCHOOL.
- BSO WILL PROJECT MESSAGE SIGNBOARDS TO PROJECT MESSAGES TO LET PEOPLE KNOW OF TRAFFIC DELAYS, ROAD CLOSURES, REMINDERS ABOUT SCHOOL BACK IN SESSIONS, SPEED LIMIT REMINDERS ON MAIN ROADWAY (SE 10TH ST., HILLSBORO BOULEVARD) TO REMIND PARENTS SCHOOL IS BACK IN SESSION
- BSO WILL CONTINUE TO RELAY HOMEOWNERS, RESIDENTS, THEY HOLD OVER 30 DIFFERENT MEETINGS PER MONTH TO INFORM AND REMIND RESIDENTS ABOUT RIGHT OF WAYS.
- GREATER POLICE ENFORCEMENT INCLUDING SIGNAGE IS BEING EXPLORED TO INFORM DRIVERS NOT TO STOP IN THE PUBLIC RIGHT OF WAY ALONG SW MARTIN LUTHER KING JR AVE ACROSS DEERFIELD PARK ELEMENTARY.

	•THE POLICE DEPARTMENT WILL CONTINUE TO MONITOR THE NUMBER OF CITATIONS ISSUED (SPEEDING, PARKING, ETC.), WARNING, AND ACTUAL CRASH DATA TO CONTINUE EVALUATION AFTER IMPROVEMENTS ARE IN PLACE. •EACH SCHOOL WILL CONTINUE TO TRACK THE NUMBER OF STUDENTS WALKING AND BIKING TO SCHOOL AND REPORT ANY SIGNIFICANT INCREASE/DECREASE AFTER IMPROVEMENTS ARE MADE
5. Evaluation	
5A. Past: •CITY OF DEERFIELD BEACH ENVIRONMENTAL SERVICES DEPARTMENT PLAYS AN ACTIVE ROLE IN THE REVIEW AND EARLY DEVELOPMENT STAGES OF EVERY PROJECT COMPLETED WITHIN THE CITY OF DEERFIELD BEACH. COMMENTS ARE PROVIDED BY ALL CITY DEPARTMENTS TO ENSURE THAT SAFETY AND ACCESSIBILITY GOALS ARE MET. •CITY STANDARDS ARE UPHELD SUCH AS NEW SIDEWALKS MUST BE A MINIMUM OF 5 FEET WIDE AND COMPLETELY OBSTACLE FREE, ANY ADA ISSUES MUST BE ADDRESSED, BICYCLE INFRASTRUCTURE MUST BE INCLUDED WHERE NECESSARY, STREETScape AND AESTHETICAL FEATURES ARE EVALUATED AND SUSTAINABILITY IS ACCOUNTED FOR IN ALL PROJECTS. •THE CITY'S INFORMATION TECHNOLOGY DEPARTMENT ALSO MAINTAINS CENSUS DATA, GIS DATA, SPEED DATA, MODAL CHOICE DATA, BIKE AND PEDESTRIAN COUNTS, TRANSIT RIDERSHIP, BUILDING/CODE ENFORCEMENT DATA, AND DEVELOPMENT TRENDS. IT ALSO PROVIDES ADDITIONAL PROJECT MONITORING. EVERY DEPARTMENT PARTICIPATES IN DATA SHARING AND PROJECT EVALUATION. •THE CITY WAS NOTIFIED ORIGINALLY OF THE SPECIFIC NEED BY THE SCHOOL BOARD'S SAFETY INSPECTOR. THE CITY HEARD FROM SCHOOL REPRESENTATIVES ABOUT THE NUMBER OF STUDENTS WALKING TO THE SCHOOL ALONG DIXIE HIGHWAYS AND MARTIN LUTHER KING JR AVENUE.	5B. Future: •THE CITY OF DEERFIELD BEACH ENVIRONMENTAL SERVICES DEPARTMENT WILL CONTINUE TO MONITOR COMMUNITY NEEDS AS WELL AS COLLABORATE WITH THE PLANNING AND ZONING BOARD IN ASSESSMENT OF COMMUNITY CHANGE RESULTING FROM THE INFRASTRUCTURE PROJECT. •THE CITY AND SCHOOLS CAN CONTINUE TO CONDUCT PARENTS' SURVEYS AND GATHER STUDENTS TALLY DATA. OBSERVATION WILL BE UTILIZED FOR FURTHER IMPROVEMENT. •EACH SCHOOL WILL CONTINUE TO TRACK THE NUMBER OF STUDENTS WALKING AND BIKING TO SCHOOL AND REPORT ANY SIGNIFICANT INCREASE/DECREASE AFTER IMPROVEMENTS ARE MADE •THE POLICE DEPARTMENT WILL CONTINUE TO MONITOR THE NUMBER OF CITATIONS ISSUED, WARNING, AND ACTUAL CRASH DATA TO CONTINUE EVALUATION AFTER IMPROVEMENTS ARE IN PLACE. •THE CITY WILL WORK CLOSELY WITH ITS MARKETING DEPARTMENT TO LET PEOPLE KNOW ABOUT THE SUCCESS SO THAT STUDENTS CONTINUE TO WALK AND BICYCLE SAFELY TO SCHOOL. THE CITY INTENDS TO HOLD FUN FILLED KICK-OFF EVENTS IN ADDITION TO A SOCIAL MEDIA CAMPAIGN FOR WALKING ACTIVITIES AND EVENTS TO SCHOOL. •THE PLANNING AND ZONING BOARD WILL SERVE AS THE PERMANENT COMMITTEE TO MONITOR POLICY CHANGES AND STREET SAFETY DEVELOPMENTS. •FOLLOWING THE IMPROVEMENT IN WALKING SAFETY AND SCHOOL ZONE SAFETY, THE SCHOOL WILL IMPLEMENT WALKING SAFETY CURRICULUMS. THE CITY WILL CONTINUE TO MONITOR PEDESTRIANS AND BICYCLE CRASH INCIDENTS ON AN ANNUAL BASIS CITYWIDE

Section 4 – Problem Identification

This section will help us understand your school's situation. If the proposed project includes more than one school, please give the requested information for each school.

A. HAZARDOUS WALKING CONDITIONS

1. Opportunity to resolve a documented hazardous walking condition and eliminate the resultant school busing.
☐ Yes ☒ No Include a discussion of public support for the project if busing were eliminated:
2. Opportunity to eliminate current courtesy busing being done for a perceived hazardous condition. Include a discussion of public support for the project if busing were eliminated: **N/A**

B. Are many students already walking or bicycling to this school in less than ideal conditions? ☒ Yes ☐ No

If Yes:

- Explain more about the number of students affected: **The school enrollment is approximately 594 students and there are approximately 471 students who could walk to school living within a two-mile radius of the school.**
- Explain more about the conditions/obstacles which prevent walking or bicycling to your school:
- **A walking audit was completed by City staff and the SRTS Committee, these audits showed the routes closest to the Deerfield Park and Deerfield Beach Middle school suffers from sidewalk gaps, no bicycle infrastructure, ADA non-compliance, overgrown landscaping, and bulk trash and other obstacles such as light poles and parked cars which block sidewalks forcing students into the streets.**

C. Are enough students living near the school to allow many to walk or bike to school if conditions were improved?

☒ Yes ☐ No

If Yes:

- Explain more about the number of student living near the school and how this relates to the anticipated success of the proposed SRTS project: **For Deerfield Park Elementary, there are 79% of students who live within the 2-mile radius and can walk to and from school. The average numbers of walkers for Deerfield Park Elementary, Tedder Elementary, and Deerfield Beach Middle School are approximately 65%. This is the perfect distance to attract more students closest to the school to enjoy the freedoms of being able to walk and bike to school with their friends or family members. This also helps the City and School focus their resources on critical areas to create walking groups and bikes to further the success of SRTS projects.**

D. Write a brief history of the neighborhood traffic issues as background for the proposed project: **The City of Deerfield Beach is a coastal city in Broward County with over 79,000 residents spanning 15 miles. Demographically, approximately seventy-six (76%) of the residents are white non-Hispanic, twenty six percent (13%) are black or African American, etc. There are many challenges with the City's/County's multimodal transportation network including lack of and poorly maintained sidewalks, lack of bike lanes and paths, ADA issues, and way finding features.**

E. How do the demographics of the school population relate to the anticipated success of the proposed SRTS project? For instance, is there a population of students near the school from a culture which traditionally walks a lot?

The school is located in a diverse neighborhood where a majority of the households are of lower income, there is a 93% Free and Reduced Lunch Program (FRLP), and many of the students walk or bike to school.

The Deerfield Park Elementary school demographics are as follows:

- Male: 51%
- Female: 49%
- White: 9%
- Black: 88%
- Asian: 2%
- Native American or Native Alaskan: 0%
- Pacific Islander: 0%
- Multiracial: 3%
- Ethnically Hispanic: 9%

Deerfield Park Elementary School has high representation of Black/ African American (88%) student population enrolled living in the surrounding neighborhoods. This is confirmed by the 93% of students attending the school receiving free or reduced lunch. Research shows, low-income households more so than other income brackets have one or fewer private automobiles for the entire household and tend to be more reliant on public transportation, biking and walking as a primary source of transportation. This data correlates to the success of this program because the population surrounding the school has less resources to drive students to school every day. They may also work longer or unusual hours, single parent households, and cultural backgrounds that may also lead to the success of this program. Many students already walk and bike in unsafe conditions due to these factors

F. Provide the percent of free or reduced lunch program at the affected school: **Deerfield Park Elementary has 93.3% FRLP according to Broward County Public Schools Enrollment Report September 2017**

G. STUDENT TRAVEL DATA:

1. School data: based on the Student In-Class Travel Tally:

- Number of students currently walking to school: 26
- Number of students currently biking to school: 0
- Total currently walking or biking to school (add a & b) 26
- Number of students in this school: 594
- Percent of student in school currently walking or biking to school: (c divided by d): **26%**

2. Route Data:

- a. Number of students from the affected schools living along the proposed route: **471**
 b. Based on (mark all that apply): *Existing School Data: ☒ *Visual Observation Survey: ☐ *Estimates: ☒
 c. Number of student currently walking or biking along this route: **414**
 d. Number of student who could walk or bike along the proposed route after improvements: **471**

Section 5 – Specific Infrastructure Improvement(s) Requested

A. LOCATION *Note: the entire proposed project must be within 2 miles of the school and in the attendance area for the affected schools.*
Request #1 St. Name: **SW 2ND AVE** Maintaining Agency: ☒ City ☐ County ☐ StateFrom: **SW 4TH ST** To: **SW 10TH ST**Project's closest point to school: ☐ 0 to ½ mile; ☒ ½ to 1 mile; ☒ 1 to 1 ½ miles; ☐ 1 ½ miles+Request #2 St. Name: Maintaining Agency: ☐ City ☐ County ☐ State

From: To:

Project's closest point to school: ☐ 0 to ½ mile; ☐ ½ to 1 mile; ☐ 1 to 1 ½ miles; ☐ 1 ½ miles+See Attachment for additional project sites: ☒

Discuss the projects' proximity (within 2 miles) to other facilities which might also benefit from the project, such as other schools or colleges, parks, playgrounds, libraries, or other pedestrian destinations:

The City of Deerfield Beach offers multiple parks and activity centers for students' K - 8th grade.

Local parks include Tivoli Sand Pine Preserve, Johnny Tigner Community Center, Oveta McKeithen Park, Pioneer Park, Riverview Park, Highlands Park, and Sullivan Park. There is also a Passive Park in development. Other activity centers close to Deerfield Beach Middle School and Deerfield Park Elementary include the Boys & Girls Club, and the Hillsboro Technology Center, both of which offer after care school programs. Also, nearby is the Deerfield/Percy White Library, and the Historical Society, which offers historical tours for all residents.

Local schools within a two-mile radius of Deerfield Beach Middle and Deerfield Park Elementary include Deerfield Beach Elementary, Zion Lutheran Church, St. Ambrose Catholic Church, and Park Ridge Elementary School. The Deerfield Beach Middle School also includes the Deerfield Middle School Aquatic and Athletic Complex. See Section 5A Maps.

B. SIDEWALK, BIKE LANE, PAVED SHOULDER, OR SHARED USE PATH
☒ Continuation of Existing Sidewalk☒ New Sidewalk☐ Continuation of Existing Bike Lane☐ New Bike Lane (includes re-striping or reconstruction)☐ Continuation of Paved Shoulder☐ New Paved Shoulder☐ Continuation of Shared Use Path☐ New Shared Use Path

Comments: describe below your requests in detail, including location, length, side of road, etc.

Request #1: **CONSTRUCTING THE MISSING SEGMENTS OF SIDEWALK WILL PROVIDE CONTINUITY OF PEDESTRIAN TRAFFIC AND REDUCE DEPENDENCE ON VEHICULAR USE. HIGHLY VISIBLE AND REFLECTIVE SIGNAGE, STRIPING, AND MARKERS WOULD ENHANCE THE SAFETY OF STUDENTS.**

Request #2: **PLEASE SEE ATTACHED MAP AND EXCEL SHEET FOR LOCATION AND DIRECTIONS. FUNDING TO PROVIDE 5' WIDE SIDEWALKS AT MISSING LOCATIONS (VARIES IN LENGTH) AND 4' WIDE, AS WELL AS ADDRESS ADA ISSUES AND PROVIDE CROSSWALKS AT ALL AFFECTED INTERSECTIONS. THIS MAY INCLUDE ADDITIONAL ROADWAY PAVEMENT AND STRIPING.**

See Attachment for additional project sites: ☒

Describe any other requests: "No parking and/or stopping" signage needed on SW Martin Luther King Jr Ave.

Improvements for crosswalk on SW 4th St. and Martin Luther King Jr Ave and SW 10th St. and Dixie Highway, at intersection that turns into SE 10th St.

C. TRAFFIC CONTROLS Mark all that apply in regard to traffic control devices:
☐ We have all necessary traffic control devices (**Proceed to E**)

☐ We need pedestrian signals (features)	☐ We need other school-related signals
☒ We need traffic signs	☒ We need other school-related signs
☒ We need marked crosswalks	☒ We need other roadway markings

Describe the existing and needed traffic controls:

D. TRAFFIC DATA Notes: Posted Speed Limit is required. AADT stands for Average Annual Daily Traffic

St 1: Posted Speed Limit: Varies between 25 and 45 mph	Operating Speed:	AADT:
St 2: Posted Speed Limit:	Operating Speed:	AADT:

Section 6 – Cost Estimate

This is designed to give FDOT a reasonable estimate of the cost of project. Make this cost estimate as accurate as possible.

- FDOT Transportation Costs website gives various resources, including FDOT District contact in the Estimates Offices, who can help you with your cost estimate: www.dot.state.fl.us/planning/policy/costs/default.shtm

Projects must follow appropriate design criteria. Projects on the State Highway System must follow the criteria in the Plans Preparation Manual (PPM) and FDOT Design Standards. Projects on local systems must meet the minimum the minimum standards and criteria in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and Highways (Florida Greenbook). These documents can be found on FDOT's web site at: www.dot.state.fl.us/rddesign/CS/CS.shtm

Construction Cost	\$469,954.00
Maintenance of Traffic (MOT)	\$50,000.00
Mobilization	\$25,000.00
Subtotal	\$544,954.00
Total Construction Cost	\$572,220.00
Professional Engineering Design (15% or Total)	\$57,220.00
Construction Engineering and Inspection (15% of Total)	\$57,220.00
GRAND TOTAL	\$686,642.00

Section 6B– Cost Estimate NarrativeAttach a **MANDATORY** itemization of the construction costs & quantities by pay item.**Section 7 - Submission Checklist**

Notes: These will be counted toward total application score.

REQUIRED:

- A. ☒ Color project map showing school location
 B. ☒ Map showing existing conditions
 C. ☒ Map showing proposed improvements
 D. ☒ Map showing where students attending school live

ADDITIONAL:

- E. ☒ Traffic/Engineering report evaluating the problem
 F. ☒ Crash Data
 G. ☒ Color Digital photos showing existing conditions



Florida's Safe Routes to School Infrastructure Application

Call for Applications

Note: fields will expand as needed



FDOT FORM # 500-000-30

Section 1 – School, Applicant & Maintaining Agency Information

Notes: Signatures confirm the commitment of the Applicant and Maintaining Agency to follow the Guidelines of the Florida's Safe Routes to School Program. The Maintaining Agency is generally responsible for entering into a Local Agency Program (LAP) agreement with the FDOT to design, construct, &/or maintain the project. Districts have the option to design and/or construct it, but the Maintaining Agency is always responsible for maintaining the project. Check with your District to see how they are handling these issues.

County: **BROWARD** City: **DEERFIELD BEACH**

School Name: **TEDDER ELEMENTARY**

Congressional District: **22**

Type: Elementary: ☒ Middle: ☐ High: ☐

Check below which of the required agencies or organizations is the Applicant:

School Board: ☐ Private School: ☐ Maintaining Agency: ☒

Name of Applicant Agency/Organization: **CITY OF DEERFIELD BEACH**

Contact Person: **ERIC POWER**
SERVICES

Title: **DIRECTOR OF PLANNING AND DEVELOPMENT**

Mailing Address: **150 SE 2ND AVE**

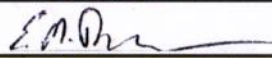
City: **DEERFIELD BEACH**

State: **FLORIDA**

Zip: **33441**

Daytime Phone: **954-480-4211**

E-mail: **EPOWER@DEERFIELD-BEACH.COM**

Signature: 

Date: **01/15/2018**

Signature of School Board or school representative mandatory when different from applicant:

Signature: 

Date: **01/16/2018**

Typed name: **ROBERT W RUNCHIE**

Title: **SUPERINTENDENT OF SCHOOLS**

Check below which of the required agencies is the Maintaining Agency:

City: ☒ County: ☐ Florida Department of Transportation: ☐ District:

Name of Maintaining Agency: **CITY OF DEERFIELD BEACH**

DUNS Number: **086382090**

Contact Person: **THOMAS GOOD**

Title: **DIRECTOR OF ENVIRONMENTAL SERVICES**

Mailing Address: **200 GOOLSBY BOULEVARD**

Daytime Phone: **954-480-4432**

E-mail: **TGOOD@DEERFIELD-BEACH.COM**

City: **954-480-4432**

State: **FLORIDA**

Zip: **33442**

Note: your signature below indicates your agency's willingness to enter into a LAP or other formal agreement with FDOT to complete the project if selected for funding.

Signature: 

Date: **01/16/2018**

Metropolitan/Transportation Planning Organization (M/TPO) Support: If the city or county is located within an MPO/TPO urban area boundary, the MPO/TPO representative must fill in the required information below, to indicate support for the proposed project:

Name of MPO: **BROWARD METROPOLITAN PLANNING ORGANIZATION**

Contact Person: **PETER GIES**

Title: **TRANSPORTATION PLANNER**

Mailing Address: **100 WEST CYPRESS CREEK ROAD**

City: **FORT LAUDERDALE**

State: **FLORIDA**

Zip: **33309**

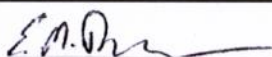
Daytime Phone: **954-876-0048**

E-mail: **GIESP@BROWARDMPO.ORG**

Signature: 

Date: **01/17/2018**

I attended the mandatory workshop have reviewed this application for completeness.

Signature: 

Date attended: **05/18/2017**

Section 2 – Eligibility and Feasibility Criteria

Notes: This section will help FDOT determine the eligibility and feasibility of the proposed project. Except for the questions in 2A-2C below answering "No" does not constitute elimination from project consideration. **You must fulfill requirements in 2A-2C below before applying!**

- A1. Has a school-based SRTS Committee (including school representation) been formed? ☒ Yes ☐ No
 A2. Has at least one meeting of this committee been held? Attach sign in sheet & minutes ☒ Yes ☐ No
 A3. Public notification of SRTS meeting? ☒ Yes ☐ No

- B1. Does the school agree to provide required data before and after the project is built, using the NCSRTS Student In-Class Travel Tally and Parent Survey forms at <http://www.saferoutesinfo.org/resources/index.cfm> following the schedule provided by the District? ☒ Yes ☐ No
 B2. Have you attached the National Center's data summary for the Student In-Class Travel Tally and Parent Survey forms to this application? ☒ Yes ☐ No
 B3. Are the Student In-Class Travel Tally and Parent Survey data summaries attached? ☒ Yes ☐ No

Note: Project planning cannot go forward until public right of way or permanent public access to the land for the proposed project is documented to the District.

C. Have you provided either survey/as-builts or right of way documentation that provides detail to show that adequate right of way exists for proposed improvement? ☒ Yes ☐ No

D. Is the Maintaining Agency Local Agency Program (LAP) Certified? (currently qualified & willing to enter into a State agreement requiring the agency to design, construct, and/or maintain the project, abiding by Federal, State, & local requirements?) ☒ Yes ☐ No

If **No**:

Are they willing to become LAP Certified? ☒ Yes ☐ No

If the agency is not willing to become LAP Certified, explain how this project could be built without this certification:

E. Who do you propose to be responsible for each phase of the project?

Design: ☒ City ☐ County ☐ Other, Including FDOT (Explain below)

Construction: ☒ City ☐ County ☐ Other, Including FDOT (Explain below)

Maintenance: ☒ City ☐ County ☐ Other, Including FDOT (Explain below)

If you checked **Other, including FDOT** for any of the above, please explain the responsible party for each phase, including who you have been talking to about this:

F. Is the County/City willing to enter into an agreement with FDOT to do the following, if the District decides this is the best way to get the project completed:

Install and/or maintain any traffic engineering equipment included in this project? ☒ Yes ☐ No

Construct and maintain the project on a state road? ☐ Yes ☐ No ☒ N/A

G. Public Support - Explain your public information or public involvement process below. You may attach up to six unique letters, on official letterhead, from groups indicated below. The letters should indicate why and how the authors can support the proposed project at the affected school.

What neighborhood association or other neighborhood meetings have been held to inform neighbors directly affected by this proposed project and the reaction?

•Two committee meetings were held over the summer to form a committee and develop a Safe Routes Plan and address action items. The Safe Routes Committee was formed through the City of Deerfield Beach Planning and Zoning board.

•There is only one Neighborhood association in the east side of City of Deerfield Beach, which is the Tedder Homeowner Association (HOA). Tedder HOA was notified and two meetings were held on October 30th, 2017 and November 27th, 2017, which also included BSO members. City Staff discussed the grant and proposed projects at both meetings, addressed areas of concern, and answered resident and neighborhood questions. Attendees were introduced to The Safe Routes to Schools concept and benefits, as well as informed of the City's efforts. A letter of support was provided.

•A Planning and Zoning Board public meeting December 7th, 2017. The Planning and Zoning Board held a public meeting and its efforts to date was discussed and the draft SRTS plan was introduced to all attendees at this meeting. Safe Routes to School was discussed at this meeting and attendees learned what SRTS are and how it can affect the community.

What PTA/PTO/school meetings have been held to inform parents and school staff about this project and the reaction?

•City Staff attended School Advisory Committee (SAC) meetings and presented the SRTS grant and proposed projects to all three schools, as well as collected valuable feedback from school staff, parents, teachers, and students. In attendance at the SAC meetings were parents, teachers, school administrators, and members of the general public. Parents were notified Surveys would be distributed in October 2017 to collect data about routes to school, and great

feedback was received from the surveys. All of these meetings provided city staff with pertinent feedback regarding areas for improvement, as well as potential hazardous areas of concern.

•The Tedder Elementary School Advisory Meeting was held on October 17th, 2017 to discuss proposed projects. Members of Tedder SAC meeting were enthused about the grant, and projects identified for improvements, parents were also concerned about the 95 overpass "Catwalk", which have many students walking to and from school.

Explain what other public meetings have been held, such as Metropolitan Planning Organizations, Regional Planning Councils, Citizens' Advisory Committees, Bicycle/Pedestrian Advisory Councils and Community Traffic Safety Teams and the reaction?

•City staff held internal meetings with BSO Police and school officers on October 26th, 2017 and October 30th 2017 to review school traffic, routes, crossing guards, and other safety information.

•City staff conducted walkability audits and drive-by observations with BSO on Thursday, October 26th, 2017.

•Internal planning meetings held with directors and City staff from Community Development Department, Planning and Development, Environmental Services were held on various dates beginning July 24th, August 4th and 29th, September 5th, 19th, 21st, 22nd, October 26th, 27th, 30th, November 8th, 9th, 20th, 28th, and December 7th, 11th, 14th, 21st 2017, and various dates in January 2018.

•The City held a public Planning and Zoning Board Meeting on December 7th, 2017 to discuss and review project details for the SRTS grant, and its efforts to date were presented to residents at this meeting. The project was officially supported from community partners.

Explain what articles or letters to the editor have been written for newspapers, etc. and the reaction. •Social media updates have been posted on the City's social media regarding Walk to School events, and walking safety. The schools received great feedback from parents and students that they loved the event. There has been no formal press written regarding the proposed projects at the time of this application, however, press items will be scheduled for social media, and local newspapers and magazines if awarded.

Please indicate whether you have attached letters of support from Law Enforcement or other individuals or groups not previously mentioned: ☒ Yes ☐ No

H. If the proposed project has been identified as a priority in a Bicycle/Pedestrian or other Plan, or is a missing link in a pedestrian or bicycle system, please explain: *N/A*

I. Is this project in a Rural Economic Development Initiative (REDI) community? ☐ Yes ☒ No

FS defines a rural community as: A county with a population of 75,000 or less; A county with a population of 125,000 or less which is contiguous to a county with a population of 75,000 or less; or Any municipality with a county as described above.

Section 3 – Background Information: Five E's

Notes: SRTS is designed to be a comprehensive program. Describe the efforts your school and community have made to address the identified problem through each E so far, and what is planned in the future for each. Each box must be filled in. For more information on the E's, see Florida's SRTS Guidelines and the SRTS Guide: <http://www.saferoutesinfo.org/guide/>

1. Engineering

1A. Past: •COMPLETE STREETS ARE PLANNED, DESIGNED, AND OPERATED FOR ALL MODES OF TRANSPORTATION AND ALL USERS REGARDLESS OF AGE OR ABILITY. THE CITY OF DEERFIELD BEACH WAS THE FIRST CITY IN STATE OF FLORIDA TO DEVELOP AND ADOPT THEIR OWN COMPLETE STREET GUIDELINES BASED ON THE BROWARD COUNTY GUIDELINES IN AUGUST, 2013. IN APRIL 2015, THE COMPLETE STREETS IMPLEMENTATION PLAN WAS ADOPTED. CONSTRUCTION IS CURRENTLY UNDERWAY ON HILLSBORO BLVD OF THE CITY'S FIRST COMPLETE STREETS INITIATIVE, WHICH INCLUDES LANE ELIMINATIONS, IMPROVED SIDEWALKS, ADA ACCESS AND BIKE LANES. •COMPLETE STREET IMPROVEMENTS IN THE FORM OF ADA IMPROVEMENTS, SIDEWALKS, AND BICYCLE INFRASTRUCTURE TO SAFELY GUIDE STUDENTS TO

1B. Future: •THE CITY IS CURRENTLY WORKING WITH BROWARD COUNTY TO CREATE MASTER SIDEWALK PLANS; PAVEMENT MARKINGS AND SIGNAGE ON CITY STREETS ARE DONE BY BROWARD COUNTY TRAFFIC ENGINEERING -BASED ON SPECIFIC REQUESTS. •THE CITY WILL CONTINUE TO FOLLOW AND SEEK ENHANCEMENTS TO ALL THE ITEMS LISTED AND WORK WITH OTHER AGENCIES TO SEEK FUNDING FOR PROJECTS. •PRESENTLY, ALL NEW DEVELOPMENT AND FDOT PROJECTS ARE REQUIRED TO CONSTRUCT NEW SIDEWALKS AND BIKE LANES. FDOT IS SYSTEMATICALLY ADDING BIKE LANES ON MAJOR THOROUGHFARES LIKE HILLSBORO BOULEVARD. MANY OF THESE IMPROVEMENTS ARE WITHIN THE 2-MILE RADIUS OF LOCAL SCHOOLS.

SCHOOL FROM ACROSS THE RAILROAD TRACKS AND THROUGHOUT THE SURROUNDING NEIGHBORHOOD.

- SIDEWALKS WERE REHABILITATED AND/OR REPAIRED BASED ON HOA / RESIDENTS COMPLAINTS

• IN CONJUNCTION WITH THE BROWARD MPO AND FDOT, THE CITY OF DEERFIELD BEACH IS ALSO CURRENTLY IN THE DESIGN PHASE FOR COMPLETE STREETS PROJECTS THROUGHOUT THE CITY WHICH WILL ENHANCE PEDESTRIAN SAFETY AND PROVIDE FOR IMPROVEMENTS. THIS INCLUDES THE FOLLOWING PROJECTS WHICH ARE SCHEDULED TO BEGIN CONSTRUCTION IN 2020.

1. SW 3RD AVENUE (ALSO KNOWN AS MARTIN LUTHER KING JR. AVENUE) - FROM SW 10TH STREET TO HILLSBORO BOULEVARD

I. ELIMINATE ONE (1) TRAVEL LANE ON EAST SIDE AND WEST SIDE (REDUCE FROM FOUR (4) LANES TO TWO (2) LANES TOTAL).

II. NEW BICYCLE LANES ON EAST SIDE AND WEST SIDE.

III. NEW RAISED MEDIAN

IV. IMPROVEMENTS TO PEDESTRIAN LIGHTING.

2. SE 2ND AVENUE - FROM SE 10TH STREET TO HILLSBORO BOULEVARD

V. INSTALL SHARROWS (SHARED LINE MARKING) FOR CYCLISTS IN EXISTING TRAVEL LANES ON EAST SIDE AND WEST SIDE.

3. NE 48TH STREET / NW 49TH COURT (A.K.A. GREEN ROAD) - FROM N DIXIE HIGHWAY TO POWERLINE ROAD

VI. NEW BIKE LANES ON NORTH AND SOUTH SIDE AND FILL SIDEWALKS GAPS

• THE CITY OF DEERFIELD BEACH ENVIRONMENTAL SERVICES DEPARTMENT IS WORKING ON A CITY-WIDE RESURFACING PROGRAM THAT WILL INCLUDE IMPROVED SIGNAGE, STRIPING AND ADA SURFACE. A LIST OF STREETS IS BEING CURRENTLY FINALIZED. THIS PROGRAM WILL CONTINUE IN THE FUTURE.

2. Education: If your school has taught or plans to teach the Florida Traffic and Bicycle Safety Education Program (FTBSEP; see: <http://www.dcp.ufl.edu/centers/trafficSafetyEd/>) or other education program, please provide details below.

2A. Past: • IN THE PAST, SCHOOLS DID NOT PARTICIPATE IN WALK SAFETY EDUCATION CURRICULUMS OR EVENTS

- BSO POLICE AND FIRE RESCUE DO PRESENTATIONS FOR ASSEMBLIES OR IN CLASS PRESENTATIONS TO EDUCATE STUDENTS ON WALK SAFETY, BULLYING, CRIMES, AND SEAT BELT SAFETY. IN THE PAST, THE CITY OF DEERFIELD BEACH SCHOOLS STRUGGLED TO CREATE TIME FOR ASSEMBLIES AND PRESENTATION ON BICYCLE AND PEDESTRIAN STREET SAFETY, DUE TO STRUGGLING ACADEMIC SCORES. AS ACADEMIC SCORES INCREASED, BSO POLICE AND FIRE RESCUE HAVE RECENTLY BEEN ABLE TO BEGIN PRESENTATIONS AND BUILD RELATIONSHIPS WITH THE SCHOOLS TO PROMOTE WALK SAFETY.
- THE CITY REGULARLY ATTENDS THE FDOT D4 CTST MEETINGS AND UPDATES SCHOOL LEADERS AND RESOURCE OFFERS ON EDUCATIONAL OPPORTUNITIES.
- BSO COLLABORATED WITH THE CITY TO HOST A TABLE AT THE ANNUAL BACK TO SCHOOL DRIVE

2B. Future: • THE CITY WILL CONTINUE TO WORK CLOSELY IN COLLABORATION WITH THE FIRE RESCUE DEPARTMENT AND ALL ELEMENTARY SCHOOLS IN DEERFIELD BEACH TO PROVIDE EXPANDED BICYCLE SAFETY PROGRAMMING BY CREATING A TRAINING VIDEO TO REACH MORE TEACHERS AND STUDENTS, AS WELL AS CREATING AND PROVIDING A NEW TRAINING PROGRAM FOR WALKING SCHOOL BUS PROGRAMS.

- SCHOOLS WILL CONTINUE TO PARTICIPATE IN THE AVAILABLE WALKING AND PEDESTRIAN SAFETY PROGRAMS AND OTHER EVENTS RELATED TO HEALTH AND EXERCISE.
- THE FIRE RESCUE DEPARTMENT WILL CONTINUE TO DISTRIBUTE A WIDE VARIETY OF BICYCLE AND PEDESTRIAN SAFETY MATERIALS THROUGHOUT THE SCHOOL YEAR.
- THE CITY WILL FURTHER INCREASE THE PROGRAMS OUTREACH EFFORTS BY PROVIDING MORE EDUCATIONAL MATERIALS TO STUDENTS AND PARENTS. IN ADDITION, THE CITY WILL PROVIDE SAFETY RESOURCES AND ENCOURAGE

WHERE EDUCATIONAL RESOURCES WERE DISTRIBUTED TO PARENTS AND STUDENTS IN PREPARATION FOR THE NEW SCHOOL YEAR. STUDENTS WERE GIVEN FREE BACK TO SCHOOL SUPPLIES AND RESOURCES THAT EDUCATED STUDENTS AND PARENTS ON TAKING SAFE ROUTES TO THEIR SCHOOL. BICYCLE LIGHTS AND REFLECTORS WERE GIVEN OUT AT THIS EVENT AS WELL AS TRANSIT MAPS AND SAFETY INFORMATION TO ENCOURAGE MORE ACTIVE MODES OF TRANSPORTATION AS WELL.

- BSO & FIRE RESCUE HAVE SEVERAL SAFETY INITIATIVES FOR STUDENTS AND THEIR FAMILIES SUCH AS BIKE AND PEDESTRIAN SAFETY, FIRE SAFETY, DRIVING SAFETY, AND MORE.

A. BSO & FIRE PRESENTED BICYCLE AND PEDESTRIAN SAFETY EDUCATION IN LARGE SCALE ASSEMBLIES AND AUDIENCES AT SCHOOLS IN DEERFIELD BEACH. FIRE RESCUE HAS ALSO BEEN TO THE PARKS AND RECREATIONS DEPARTMENT AFTER SCHOOL PROGRAMS TO DO THE SAME.

B. FIRE RESCUE MEMBERS ARE CAR SEAT TECHNICIANS, AND DO FREE INSTALLATIONS AT THE FIRE STATION #102 ONCE A MONTH (ON THE THIRD FRIDAY) IN DEERFIELD BEACH.

C. WALK N ROLLS' EVENT OFFERS SAFETY ITEMS LIKE BACKPACKS, SCHOOL SUPPLIES, BIKE LIGHTS AND REFLECTORS, BIKE HELMETS, BIKE LIGHTS, ARM BANDS

D. BSO & FIRE RESCUE HOSTED A "BIKE RODEO" EVENT ON OCTOBER 28TH, 2017 TO EDUCATE AND GIVE AWAY BIKES, HELMETS, AND REFLECTORS TO STUDENTS.

E. BACKPACK EVENT WAS DONE AT DEERFIELD BEACH ELEMENTARY, DEERFIELD PARK ELEMENTARY, AND TEDDER ELEMENTARY

F. DURING PRESENTATIONS, OTHER SAFETY ITEMS ARE OFFERED TO STUDENTS SUCH AS, BACKPACKS, SCHOOL SUPPLIES, BIKE LIGHTS AND REFLECTORS, BIKE HELMETS, BIKE LIGHTS, ARM BANDS. BSO POLICE AND FIRE ORDER MORE EDUCATIONAL RESOURCES (INFOGRAPHICS, BROCHURES, FLIERS, ETC.) TO BE DISTRIBUTED TO STUDENTS AT EACH PARTICIPATING SCHOOL.

G. FIRE SAFETY MAINTAINS THE "RIGHT TO WALK" BIKE AND PEDESTRIAN SAFETY CURRICULUM

H. BUCKLE UP / SAFETY PRESENTATIONS ON "HOW AND WHY TO BUCKLE UP FOR SAFETY." THIS IS A TWO-WEEK PROGRAM; THE SCHOOL HAS TO 'BUY IN' TO THE PROGRAM. BSO WILL LET PARENTS KNOW THE RULES AND LAWS IN THE FIRST TWO WEEKS OF SCHOOL, BUT BEGIN CITATIONS AFTER THE FIRST TWO WEEKS.

I. "JUST DRIVE" IS DISTRACTIVE DRIVING SAFETY FOR THE HIGH SCHOOL STUDENTS, IT'S BEEN AN INITIATIVE FOR THE LAST FOUR YEARS TO HELP TEENS WITH DRIVING. BSO POLICE AND FIRE HELP STUDENTS ADJUST THE CAR SEAT SETTINGS, AND REFER STUDENTS TO AARP FOR DRIVING COURSES.

ALL LOCAL SCHOOLS TO PARTICIPATE IN WALK SAFETY CURRICULUMS

- THE CITY WILL PARTNER WITH BSO POLICE AND FIRE RESCUE AND SCHOOLS TO ENCOURAGE TEACHERS TO OFFER EXTRA CREDIT TO STUDENTS THAT PARTICIPATE IN WALK/BIKE TO SCHOOL DAYS

- BSO WILL CONTINUE HOSTING BICYCLE EVENTS THAT EDUCATE AND GIVE AWAY BIKES, HELMETS, AND REFLECTORS TO STUDENTS.

- THE CITY WILL WORK WITH BSO POLICE AND FIRE RESCUE, MPO, AND FDOT TO ENGAGE IN MORE WALK SAFETY CAMPAIGNS LIKE "WALK TO SCHOOL" EVENTS, OR "DRIVE SAFETY" PROGRAMS FOR THE LOCAL HIGH SCHOOL.

- THE CITY AND FIRE RESCUE INTENDS TO DEVELOP AN EDUCATION PROGRAM FOR AFTER SCHOOL PROGRAMS IN WHICH STUDENTS OFTEN BIKE AND WALK TO

- THE CITY PLANNING A YEARLY CONTEST TO ENCOURAGE MORE STUDENTS TO WALK/BIKE TO SCHOOL BY TRACKING DAILY STEPS OF STUDENTS WHO SIGN UP AND AWARDED THE MORE ACTIVE STUDENTS WITH NEW BICYCLES.

J. FIRE SAFETY GOES TO EACH SCHOOL IN OCTOBER AND TEACH STUDENTS ABOUT "FIRE SAFETY" AND KIDS TOUR THE FIRE TRUCK.

3. Encouragement

3A. Past: •THE CITY MET WITH TEDDER ELEMENTARY AND INFORMED NEIGHBORHOOD REPRESENTATIVES OF THE SAC MEETING. •THE CITY HAS ALREADY LAUNCHED A PLEDGE TO ENCOURAGE SAFETY AMONGST ALL MODES OF TRANSPORTATION INCLUDING BIKING AND WALKING. •FIRE AND RESCUE GIVE OUT COPIES OF THE BOOK "FLORIDA BICYCLE /PEDESTRIAN LAW ENFORCEMENT GUIDE". •THE CITY HAS ALL STATE AND LOCAL BICYCLE LAWS POSTED ON ITS WEBSITE FOR EASIER ACCESS BY RESIDENTS AND VISITORS. •THE CITY OF DEERFIELD BEACH COORDINATED THE "BACK TO SCHOOL" EVENT ON AUGUST 20TH, 2017 TO ENCOURAGE MORE STUDENTS TO USE ACTIVE MODES OF TRANSPORTATION IN THE NEW SCHOOL YEAR, AS WELL AS WELCOME STUDENTS WALKING TO CAMPUS. •OUTREACH ITEMS SUCH AS BOOKMARKS, BROCHURES, BE SAFE BE SEEN MOOD PENCILS, REFLECTIVE ACTIVITY BANDS AND SHOE FLAPS, BICYCLE LIGHTS AND REFLECTORS WERE PROVIDED TO STUDENTS.

3B. Future: •WALK/BIKE TO SCHOOL EVENTS SUCH AS NATIONAL WALK TO SCHOOL DAY EVENT ON OCTOBER 4TH, 2018", SEE VIDEO ON CITY'S FACEBOOK PAGE. •SOCIAL MEDIA CAMPAIGN TO PROMOTE AND ENCOURAGE WALKING AND BIKING TO AND FROM SCHOOL BY EXPLAINING NEW MULTIMODAL ROADWAY INFRASTRUCTURE AND HOW TO PROPERLY USE THEM. •STUDENTS WILL RECEIVE INCENTIVES FOR PARTICIPATION. •THE CITY WILL PROVIDE ASSISTANCE WITH COLLECTING PARENT AND TEACHER SURVEY DATA. •THE CITY WILL PROVIDE RESOURCES TO OTHER LOCAL SCHOOLS WITH FREE BOOKMARKERS, BROCHURES ON SAFE ROUTES TO SCHOOLS, AND PEDESTRIAN SAFETY TIPS FOR STUDENTS. •THE CITY WILL CONTINUE OUTREACH EFFORTS AND COORDINATION WITH THE SCHOOL BOARD AND SCHOOL, SUCH AS HOSTING EVENTS THAT OFFER OPPORTUNITIES TO ENCOURAGE MORE STUDENTS AND PARENTS TO CHOOSE SAFE ROUTES TO SCHOOLS IN LIEU OF DRIVING TO SCHOOL.

4. Enforcement

4A. Past: •LAW ENFORCEMENT (BSO POLICE AND FIRE RESCUE) WERE INVOLVED THROUGH THE PLANNING AND ZONING BOARD THAT FORMALLY SUPPORTS THIS PROJECT. •TRAFFIC LAWS AND SCHOOL ZONE ARE MONITORED BY BSO. •BSO POLICE AND FIRE RESCUE DO PRESENTATIONS FOR ASSEMBLIES OR IN CLASS PRESENTATIONS TO EDUCATE STUDENTS ON WALK SAFETY, BULLYING, CRIMES, AND SEAT BELT SAFETY. •THE CITY HIRES AND FUNDS BSO TO SCHEDULE CROSS GUARDS. •THERE IS A SCHOOL RESOURCE OFFICER AT EVERY SCHOOL - THEY ARE ON CAMPUS FIVE DAYS A WEEK. THEY ARE RESPONSIBLE FOR SECURITY OPERATIONS AT THE SCHOOL, TRAFFIC ISSUES, THEY HANDLE ACCIDENTS WITH CHILDREN, PEDESTRIANS, CRASH AND ACCIDENTS. •EVERY MORNING, EVERY DISMISSAL THERE IS TRAFFIC ENFORCEMENT AND SPEED LIMIT. SCHOOL MOTOR UNIT OR PATROL DEPUTY ASSIGNED AT EVERY SCHOOL TO MONITOR TRAFFIC AT 15 MPH. IF NOT, TICKETS ARE WRITTEN. •BSO HAS WORKED WITH HOMEOWNER ASSOCIATIONS AND RESIDENTIAL MEETINGS FOR TEN YEARS TO EDUCATE AND INFORM HOME

4B. Future: •LAW ENFORCEMENT EFFORTS WILL CONTINUE THROUGH MONITORING OF CROSSING GUARDS AND ENFORCEMENT OF SPEED LIMITS. •ENSURING PRESENTATIONS ARE CONTINUED ARE YEAR TO YEAR BASIS. •LAW ENFORCEMENT WILL KEEP RESOURCE OFFICER AT SCHOOL CAMPUS FIVE DAYS TO MAINTAIN AND ENHANCE SCHOOL SAFETY FOR STUDENTS. •THE CITY WILL CONTINUE TO WORK CLOSELY WITH LAW ENFORCEMENT TO MONITOR SCHOOL ZONES AND TRAFFIC LAWS WITHIN THE NEIGHBORHOODS SURROUNDING DEERFIELD PARK ELEMENTARY, TEDDER ELEMENTARY, AND DEERFIELD BEACH MIDDLE SCHOOL. •BSO WILL PROJECT MESSAGE SIGNBOARDS TO PROJECT MESSAGES TO LET PEOPLE KNOW OF TRAFFIC DELAYS, ROAD CLOSURES, REMINDERS ABOUT SCHOOL BACK IN SESSIONS, SPEED LIMIT REMINDERS ON MAIN ROADWAY (SE 10TH ST., HILLSBORO BOULEVARD) TO REMIND PARENTS SCHOOL IS BACK IN SESSION. •BSO WILL CONTINUE TO RELAY HOMEOWNERS, RESIDENTS, THEY HOLD OVER 30 DIFFERENT MEETINGS PER MONTH TO INFORM AND REMIND RESIDENTS ABOUT RIGHT OF WAYS.

OWNERS AND RESIDENTS ABOUT PUBLIC RIGHT OF WAY. THERE ARE APPROXIMATELY 32 DIFFERENT MEETINGS PER MONTH.

• GREATER POLICE ENFORCEMENT INCLUDING SIGNAGE IS BEING EXPLORED TO INFORM DRIVERS NOT TO STOP IN THE PUBLIC RIGHT OF WAY AT NE 2ND AVE, NE 40TH ST, AND NE 2ND TERRACE NEAR TEDDER ELEMENTARY.

• THE POLICE DEPARTMENT WILL CONTINUE TO MONITOR THE NUMBER OF CITATIONS ISSUED (SPEEDING, PARKING, ETC.), WARNING, AND ACTUAL CRASH DATA TO CONTINUE EVALUATION AFTER IMPROVEMENTS ARE IN PLACE.

• EACH SCHOOL WILL CONTINUE TO TRACK THE NUMBER OF STUDENTS WALKING AND BIKING TO SCHOOL AND REPORT ANY SIGNIFICANT INCREASE/DECREASE AFTER IMPROVEMENTS ARE MADE.

5. Evaluation

5A. Past: • CITY OF DEERFIELD BEACH ENVIRONMENTAL SERVICES DEPARTMENT PLAYS AN ACTIVE ROLE IN THE REVIEW AND EARLY DEVELOPMENT STAGES OF EVERY PROJECT COMPLETED WITHIN THE CITY OF DEERFIELD BEACH. COMMENTS ARE PROVIDED BY ALL CITY DEPARTMENTS TO ENSURE THAT SAFETY AND ACCESSIBILITY GOALS ARE MET.

• CITY STANDARDS ARE UPHELD SUCH AS NEW SIDEWALKS MUST BE A MINIMUM OF 5 FEET WIDE AND COMPLETELY OBSTACLE FREE. ANY ADA ISSUES MUST BE ADDRESSED. BICYCLE INFRASTRUCTURE MUST BE INCLUDED WHERE NECESSARY. STREETScape AND AESTHETICAL FEATURES ARE EVALUATED AND SUSTAINABILITY IS ACCOUNTED FOR IN ALL PROJECTS.

• THE CITY'S INFORMATION TECHNOLOGY DEPARTMENT ALSO MAINTAINS CENSUS DATA, GIS DATA, SPEED DATA, MODAL CHOICE DATA, BIKE AND PEDESTRIAN COUNTS, TRANSIT RIDERSHIP BUILDING/CODE ENFORCEMENT DATA, AND DEVELOPMENT TRENDS. IT ALSO PROVIDES ADDITIONAL PROJECT MONITORING. EVERY DEPARTMENT PARTICIPATES IN DATA SHARING AND PROJECT EVALUATION.

• THE CITY WAS NOTIFIED ORIGINALLY OF THE SPECIFIC NEED BY THE SCHOOL BOARD'S SAFETY INSPECTOR. THE CITY HEARD FROM SCHOOL REPRESENTATIVES ABOUT THE NUMBER OF STUDENTS WALKING TO THE SCHOOL ALONG DIXIE HIGHWAYS AND MARTIN LUTHER KING JR AVENUE.

5B. Future: • THE CITY OF DEERFIELD BEACH ENVIRONMENTAL SERVICES DEPARTMENT WILL CONTINUE TO MONITOR COMMUNITY NEEDS AS WELL AS COLLABORATE WITH THE PLANNING AND ZONING BOARD IN ASSESSMENT OF COMMUNITY CHANGE RESULTING FROM THE INFRASTRUCTURE PROJECT.

• THE CITY AND SCHOOLS CAN CONTINUE TO CONDUCT PARENTS' SURVEYS AND GATHER STUDENTS TALLY DATA. OBSERVATION WILL BE UTILIZED FOR FURTHER IMPROVEMENT.

• EACH SCHOOL WILL CONTINUE TO TRACK THE NUMBER OF STUDENTS WALKING AND BIKING TO SCHOOL AND REPORT ANY SIGNIFICANT INCREASE/DECREASE AFTER IMPROVEMENTS ARE MADE.

• THE POLICE DEPARTMENT WILL CONTINUE TO MONITOR THE NUMBER OF CITATIONS ISSUED, WARNING, AND ACTUAL CRASH DATA TO CONTINUE EVALUATION AFTER IMPROVEMENTS ARE IN PLACE.

• THE CITY WILL WORK CLOSELY WITH ITS MARKETING DEPARTMENT TO LET PEOPLE KNOW ABOUT THE SUCCESS SO THAT STUDENTS CONTINUE TO WALK AND BICYCLE SAFELY TO SCHOOL. THE CITY INTENDS TO HOLD FUN FILLED KICK-OFF EVENTS IN ADDITION TO A SOCIAL MEDIA CAMPAIGN FOR WALKING ACTIVITIES AND EVENTS TO SCHOOL.

• THE PLANNING AND ZONING BOARD WILL SERVE AS THE PERMANENT COMMITTEE TO MONITOR POLICY CHANGES AND STREET SAFETY DEVELOPMENTS.

• FOLLOWING THE IMPROVEMENT IN WALKING SAFETY AND SCHOOL ZONE SAFETY, THE SCHOOL WILL IMPLEMENT WALKING SAFETY CURRICULUMS. THE CITY WILL CONTINUE TO MONITOR PEDESTRIANS AND BICYCLE CRASH INCIDENTS ON AN ANNUAL BASIS CITYWIDE.

Section 4 – Problem Identification

This section will help us understand your school's situation. If the proposed project includes more than one school, please give the requested information for each school.

A. HAZARDOUS WALKING CONDITIONS

1. Opportunity to resolve a documented hazardous walking condition and eliminate the resultant school busing.
☐ Yes ☒ No Include a discussion of public support for the project if busing were eliminated:
 2. Opportunity to eliminate current courtesy busing being done for a perceived hazardous condition. Include a discussion of public support for the project if busing were eliminated: **N/A**

B. Are many students already walking or bicycling to this school in less than ideal conditions? ☒ Yes ☐ No
 If Yes:

- Explain more about the number of students affected: **The school enrollment at Tedder Elementary is approximately 626 students and there are approximately 557 students living within a two-mile radius of the school, and it's estimated that 90% of their students walk to and from school.**
- Explain more about the conditions/obstacles which prevent walking or bicycling to your school:
- A walking audit was completed by City staff and the SRTS Committee and these audits showed the routes close to Tedder Elementary school suffers from sidewalk gaps, no bicycle infrastructure, ADA non-compliance, overgrown landscaping, and bulk trash and other obstacles such as light poles and parked cars which block sidewalks forcing students into the streets.**
- Many students have to cross the I95 overpass also called the "Catwalk", which is not covered, there is no lighting, and only one crossguard stationed on that side of the neighborhood.**

C. Are enough students living near the school to allow many to walk or bike to school if conditions were improved?
☒ Yes ☐ No

If Yes:

- Explain more about the number of student living near the school and how this relates to the anticipated success of the proposed SRTS project: **• For Tedder Elementary, there are 89% of students who live within the 2- mile radius and can walk to and from school. The average numbers of walkers for Deerfield Park Elementary, Tedder Elementary, and Deerfield Beach Middle School are approximately 65%. This is the perfect distance to attract more students closest to the school to enjoy the freedoms of being able to talk and bike to school with their friends or family members. This also helps the City and School focus their resources on critical areas to create walking groups and bikes buses to further the success of SRTS projects.**

D. Write a brief history of the neighborhood traffic issues as background for the proposed project: The City of Deerfield Beach is a coastal city in Broward County with over 79,000 residents spanning 15 miles. Demographically, approximately seventy-six (76%) of the residents are white non-Hispanic, twenty six percent (13%) are black or African American, etc. There are many challenges with the City's/County's multimodal transportation network including lack of and poorly maintained sidewalks, lack of bike lanes and paths, ADA issues, and way finding features.

E. How do the demographics of the school population relate to the anticipated success of the proposed SRTS project? For instance, is there a population of students near the school from a culture which traditionally walks a lot?

Tedder Elementary school is located in a diverse neighborhood where a majority of the households are of lower income, and many of the students walk or bike to school.

The Tedder Elementary school demographics are as follows:

- i. Male: 54%
- ii. Female: 46%
- iii. White: 35%
- iv. Black: 63%
- v. Asian: 0%
- vi. Native American or Native Alaskan: 0%
- vii. Pacific Islander: 0%
- viii. Multiracial: 2%
- ix. Ethnically Hispanic: 33%

Tedder Elementary School has a demographic population of Black / African American (63%) that are predominately Haitian and Hispanic student population (26%) enrolled living in the surrounding neighborhoods. Tedder Elementary school has a very high percentage of students (95%) receiving free or reduced lunch. Research shows, below low-income households more so than other income brackets have one or fewer private automobiles for the entire household and tend to be more reliant on public transportation, biking and walking as a primary source of transportation. It's estimated that 90% of Tedder Elementary students walk to and from school. This data correlates to the success of this program because the population surrounding the school has less resources to drive students to school every day. They may also work longer or unusual hours, single parent households, and cultural backgrounds that may also lead to the success of this program. Many students already walk and bike in unsafe conditions due to these factors.

F. Provide the percent of free or reduced lunch program at the affected school: **Tedder Elementary has 95% FRLP according to Broward County Public Schools Enrollment Report September 2017.**

G. STUDENT TRAVEL DATA:

1. School data: based on the Student In-Class Travel Tally:
 - a. Number of students currently walking to school: **83**
 - b. Number of students currently biking to school: **0**
 - c. Total currently walking or biking to school (add a & b) **83**
 - d. Number of students in this school: **626**
 - e. Percent of student in school currently walking or biking to school: (c divided by d): **83%**
2. Route Data:
 - a. Number of students from the affected schools living along the proposed route: **557**
 - b. Based on (mark all that apply): *Existing School Data: ☒ *Visual Observation Survey: ☐ *Estimates: ☒
 - c. Number of student currently walking or biking along this route: **547**
 - d. Number of student who could walk or bike along the proposed route after improvements: **557**

Section 5 – Specific Infrastructure Improvement(s) Requested

A. LOCATION *Note: the entire proposed project must be within 2 miles of the school and in the attendance area for the affected schools.*

Request #1 St. Name: **NW 41ST COURT** Maintaining Agency: ☒ City ☐ County ☐ State
 From: **NW 41ST COURT** To: **NW 3RD AVE**
 Project's closest point to school: ☐ 0 to ½ mile; ☐ ½ to 1 mile; ☒ 1 to 1 ½ miles; ☐ 1 ½ miles+
 Request #2 St. Name: _____ Maintaining Agency: ☒ City ☐ County ☐ State
 From: _____ To: _____
 Project's closest point to school: ☐ 0 to ½ mile; ☐ ½ to 1 mile; ☐ 1 to 1 ½ miles; ☐ 1 ½ miles+
 See Attachment for additional project sites: ☒

Discuss the projects' proximity (within 2 miles) to other facilities which might also benefit from the project, such as other schools or colleges, parks, playgrounds, libraries, or other pedestrian destinations:

The City of Deerfield Beach offers multiple parks and activity centers for students' K - 8th grade.

Local parks include Tivoli Sand Pine Preserve, Johnny Tigner Community Center, Oveta McKeithen Park, Pioneer Park, Riverview Park, Highlands Park, and Sullivan Park. There is also a Passive Park in development. Other activity centers close to Deerfield Beach Middle School and Deerfield Park Elementary include the Boys & Girls Club, and the Hillsboro Technology Center, both of which offer after care school programs. Also, nearby is the Deerfield/Percy White Library, and the Historical Society, which offers historical tours for all residents.

Close to Tedder Elementary are four schools including, Deerfield Beach High School, Highland's Christian Academy, Park Ridge Elementary School, and Bright Horizon's School. Nearby activity centers to Tedder Elementary include, Highland's Nature Preserve Park, Highland's Teen Center, and Highland's Community Center. See Section 5A Maps.

B. SIDEWALK, BIKE LANE, PAVED SHOULDER, OR SHARED USE PATH

☒ Continuation of Existing Sidewalk	☒ New Sidewalk
☐ Continuation of Existing Bike Lane	☐ New Bike Lane (includes re-striping or reconstruction)
☐ Continuation of Paved Shoulder	☐ New Paved Shoulder
☐ Continuation of Shared Use Path	☐ New Shared Use Path

Comments: describe below your requests in detail, including location, length, side of road, etc.

Request #1: **CONSTRUCTING THE MISSING SEGMENTS OF SIDEWALK WILL PROVIDE CONTINUITY OF PEDESTRIAN TRAFFIC AND REDUCE DEPENDENCE ON VEHICULAR USE. HIGHLY VISIBLE AND REFLECTIVE SIGNAGE, STRIPING, AND MARKERS WOULD ENHANCE THE SAFETY OF STUDENTS.**

Request #2: **PLEASE SEE ATTACHED MAP AND EXCEL SHEET FOR LOCATION AND DIRECTIONS. FUNDING TO PROVIDE 5' WIDE SIDEWALKS AT MISSING LOCATIONS (VARIES IN LENGTH) AND 4' WIDE, AS WELL AS**

ADDRESS ADA ISSUES AND PROVIDE CROSSWALKS AT ALL AFFECTED INTERSECTIONS. THIS MAY INCLUDE ADDITIONAL ROADWAY PAVEMENT AND STRIPING.

See Attachment for additional project sites: ☒

Describe any other requests: "No parking and/or stopping" signage needed on NE 2ND AVE alongside fence on west side of sidewalk/ curb.

C. TRAFFIC CONTROLS Mark all that apply in regard to traffic control devices:

☐ We have all necessary traffic control devices (**Proceed to E**)

☐ We need pedestrian signals (features)

☐ We need other school-related signals

☒ We need traffic signs

☒ We need other school-related signs

☒ We need marked crosswalks

☒ We need other roadway markings

Describe the existing and needed traffic controls:

D. TRAFFIC DATA Notes: Posted Speed Limit is required. AADT stands for Average Annual Daily Traffic

St 1: Posted Speed Limit: Varies between 25 and 45 mph	Operating Speed:	AADT:
St 2: Posted Speed Limit:	Operating Speed:	AADT:

Section 6 – Cost Estimate

This is designed to give FDOT a reasonable estimate of the cost of project. Make this cost estimate as accurate as possible.

- FDOT Transportation Costs website gives various resources, including FDOT District contact in the Estimates Offices, who can help you with your cost estimate: www.dot.state.fl.us/planning/policy/costs/default.shtm

Projects must follow appropriate design criteria. Projects on the State Highway System must follow the criteria in the Plans Preparation Manual (PPM) and FDOT Design Standards. Projects on local systems must meet the minimum standards and criteria in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and Highways (Florida Greenbook). These documents can be found on FDOT's web site at: www.dot.state.fl.us/rddesign/CS/CS.shtm

Construction Cost	\$469,954.00
Maintenance of Traffic (MOT)	\$50,000.00
Mobilization	\$25,000.00
Subtotal	\$544,954.00
Total Construction Cost	\$572,220.00
Professional Engineering Design (15% of Total)	\$57,220.00
Construction Engineering and Inspection (15% of Total)	\$57,220.00
GRAND TOTAL	\$686,642.00

Section 6B– Cost Estimate Narrative

Attach a **MANDATORY** itemization of the construction costs & quantities by pay item.

Section 7 - Submission Checklist

Notes: These will be counted toward total application score.

REQUIRED:

- A. ☒ Color project map showing school location
- B. ☒ Map showing existing conditions
- C. ☒ Map showing proposed improvements
- D. ☒ Map showing where students attending school live

ADDITIONAL:

- E. ☒ Traffic/Engineering report evaluating the problem
- F. ☒ Crash Data
- G. ☒ Color Digital photos showing existing conditions



Florida's Safe Routes to School Infrastructure Application

Call for Applications

Note: fields will expand as needed



FDOT FORM # 500-000-30

Section 1 – School, Applicant & Maintaining Agency Information

Notes: Signatures confirm the commitment of the Applicant and Maintaining Agency to follow the Guidelines of the Florida's Safe Routes to School Program. The Maintaining Agency is generally responsible for entering into a Local Agency Program (LAP) agreement with the FDOT to design, construct, &/or maintain the project. Districts have the option to design and/or construct it, but the Maintaining Agency is always responsible for maintaining the project. Check with your District to see how they are handling these issues.

County: **BROWARD** City: **DEERFIELD BEACH**

School Name: **DEERFIELD BEACH MIDDLE SCHOOL** Congressional District: **22**

Type: Elementary: ☐ Middle: ☒ High: ☐

Check below which of the required agencies or organizations is the Applicant:

School Board: ☐ Private School: ☐ Maintaining Agency: ☒

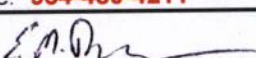
Name of Applicant Agency/Organization: **CITY OF DEERFIELD BEACH**

Contact Person: **ERIC POWER** Title: **DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES**

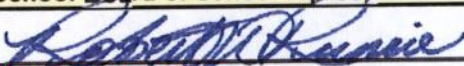
Mailing Address: **150 SE 2ND AVE**

City: **DEERFIELD BEACH** State: **FLORIDA** Zip: **33441**

Daytime Phone: **954-480-4211** E-mail: **EPOWER@DEERFIELD-BEACH.COM**

Signature:  Date: **01/15/2018**

Signature of School Board or school representative mandatory when different from applicant:

Signature:  Date: **01/16/2018**

Typed name: **ROBERT W RUNCHIE** Title: **SUPERINTENDENT OF SCHOOLS**

Check below which of the required agencies is the Maintaining Agency:

City: ☒ County: ☐ Florida Department of Transportation: ☐ District:

Name of Maintaining Agency: **CITY OF DEERFIELD BEACH** DUNS Number: **086382090**

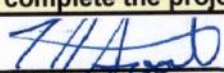
Contact Person: **THOMAS GOOD** Title: **DIRECTOR OF ENVIRONMENTAL SERVICES**

Mailing Address: **200 GOOLSBY BOULEVARD**

Daytime Phone: **954-480-4432** E-mail: **TGOOD@DEERFIELD-BEACH.COM**

City: **954-480-4432** State: **FLORIDA** Zip: **33442**

Note: your signature below indicates your agency's willingness to enter into a LAP or other formal agreement with FDOT to complete the project if selected for funding.

Signature:  Date: **01/16/2018**

Metropolitan/Transportation Planning Organization (M/TPO) Support: If the city or county is located within an MPO/TPO urban area boundary, the MPO/TPO representative must fill in the required information below, to indicate support for the proposed project:

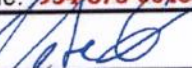
Name of MPO: **BROWARD METROPOLITAN PLANNING ORGANIZATION**

Contact Person: **PETER GIES** Title: **TRANSPORTATION PLANNER**

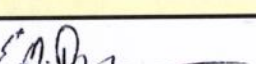
Mailing Address: **100 WEST CYPRESS CREEK ROAD**

City: **FORT LAUDERDALE** State: **FLORIDA** Zip: **33309**

Daytime Phone: **954-876-0848** E-mail: **GIESP@BROWARDMPO.ORG**

Signature:  Date: **01/17/2018**

I attended the mandatory workshop have reviewed this application for completeness.

Signature:  Date attended: **05/18/2017**

Section 2 – Eligibility and Feasibility Criteria

Notes: This section will help FDOT determine the eligibility and feasibility of the proposed project. Except for the questions in 2A-2C below answering "No" does not constitute elimination from project consideration. You must fulfill requirements in 2A-2C below before applying!

- A1. Has a school-based SRTS Committee (including school representation) been formed? ☒ Yes ☐ No
 A2. Has at least one meeting of this committee been held? Attach sign in sheet & minutes ☒ Yes ☐ No
 A3. Public notification of SRTS meeting? ☒ Yes ☐ No

B1. Does the school agree to provide required data before and after the project is built, using the NCSRTS Student In-Class Travel Tally and Parent Survey forms at <http://www.saferoutesinfo.org/resources/index.cfm> following the schedule provided by the District? ☒ Yes ☐ No

B2. Have you attached the National Center's data summary for the Student In-Class Travel Tally and Parent Survey forms to this application? ☒ Yes ☐ No

B3. Are the Student In-Class Travel Tally and Parent Survey data summaries attached? ☒ Yes ☐ No

Note: Project planning cannot go forward until public right of way or permanent public access to the land for the proposed project is documented to the District.

C. Have you provided either survey/as-built or right of way documentation that provides detail to show that adequate right of way exists for proposed improvement? ☒ Yes ☐ No

D. Is the Maintaining Agency Local Agency Program (LAP) Certified? (currently qualified & willing to enter into a State agreement requiring the agency to design, construct, and/or maintain the project, abiding by Federal, State, & local requirements?) ☒ Yes ☐ No

If **No**:

Are they willing to become LAP Certified? ☒ Yes ☐ No

If the agency is not willing to become LAP Certified, explain how this project could be built without this certification:

E. Who do you propose to be responsible for each phase of the project?

Design: ☒ City ☐ County ☐ Other, Including FDOT (Explain below)

Construction: ☒ City ☐ County ☐ Other, Including FDOT (Explain below)

Maintenance: ☒ City ☐ County ☐ Other, Including FDOT (Explain below)

If you checked **Other, including FDOT** for any of the above, please explain the responsible party for each phase, including who you have been talking to about this:

F. Is the County/City willing to enter into an agreement with FDOT to do the following, if the District decides this is the best way to get the project completed:

Install and/or maintain any traffic engineering equipment included in this project? ☒ Yes ☐ No

Construct and maintain the project on a state road? ☐ Yes ☐ No ☒ N/A

G. Public Support - Explain your public information or public involvement process below. You may attach up to six unique letters, on official letterhead, from groups indicated below. The letters should indicate why and how the authors can support the proposed project at the affected school.

What neighborhood association or other neighborhood meetings have been held to inform neighbors directly affected by this proposed project and the reaction?

- Two committee meetings were held over the summer to form a committee and develop a Safe Routes Plan and address action items. The Safe Routes Committee was formed through the City of Deerfield Beach Planning and Zoning board.

- A Planning and Zoning Board public meeting December 7th, 2017. The Planning and Zoning Board held a public meeting and its efforts to date was discussed and the draft SRTS plan was introduced to all attendees at this meeting. Safe Routes to School was discussed at this meeting and attendees learned what SRTS are and how it can affect them.

What PTA/PTO/school meetings have been held to inform parents and school staff about this project and the reaction?

- City Staff attended School Advisory Committee (SAC) meetings and presented the SRTS grant and proposed projects to all three schools, as well as collected valuable feedback from school staff, parents, teachers, and students. In attendance at the SAC meetings were parents, teachers, school administrators, and members of the general public. Parents were notified Surveys would be distributed in October 2017 to collect data about routes to school, and great feedback was received from the surveys. All of these meetings provided city staff with pertinent feedback regarding areas for improvement, as well as potential hazardous areas of concern.

- Deerfield Beach Middle School Advisory meeting was held on October 18th, 2017, and SAC members were all in unison that there should be more crosswalks, increased signage, and minor landscaping improvements to make walking students more visible from vehicular traffic. The reaction was favorable and the committee voted unanimously to endorse the grant application at each school.

Explain what other public meetings have been held, such as Metropolitan Planning Organizations, Regional Planning Councils, Citizens' Advisory Committees, Bicycle/Pedestrian Advisory Councils and Community Traffic Safety Teams and the reaction?

- City Staff held internal meetings with BSO Police and school officers on October 26th, 2017 and October 30th 2017 to review school traffic, routes, crossing guards, and other safety information.
- City staff conducted walkability audits and drive-by observations with BSO on Thursday, October 26th, 2017.
- Internal planning meetings held with directors and City staff from Community Development Department, Planning and Development, Environmental Services were held on various dates beginning July 24th, August 4th and 29th, September 5th, 19th, 21st, 22nd, October 26th, 27th, 30th, November 8th, 9th, 20th, 28th, and December 7th, 11th, 14th, 21st 2017, and various dates in January, 2018.
- The City held a public Planning and Zoning Board Meeting on December 7th, 2017 to discuss and review project details for the SRTS grant, and its efforts to date were presented to residents at this meeting. The project was officially supported from community partners.

Explain what articles or letters to the editor have been written for newspapers, etc. and the reaction. •Social media updates have been posted on the City's social media regarding Walk to School events, and walking safety. The schools received great feedback from parents and students that they loved the event. There has been no formal press written regarding the proposed projects at the time of this application, however, press items will be scheduled for social media, and local newspapers and magazines if awarded.

Please indicate whether you have attached letters of support from Law Enforcement or other individuals or groups not previously mentioned: ☒ Yes ☐ No

H. If the proposed project has been identified as a priority in a Bicycle/Pedestrian or other Plan, or is a missing link in a pedestrian or bicycle system, please explain: **N/A**

I. Is this project in a Rural Economic Development Initiative (REDI) community? ☐ Yes ☒ No
 FS defines a rural community as: A county with a population of 75,000 or less; A county with a population of 125,000 or less which is contiguous to a county with a population of 75,000 or less; or Any municipality with a county as described above.

Section 3 – Background Information: Five E's

Notes: SRTS is designed to be a comprehensive program. Describe the efforts your school and community have made to address the identified problem through each E so far, and what is planned in the future for each. Each box must be filled in. For more information on the E's, see Florida's SRTS Guidelines and the SRTS Guide: <http://www.saferoutesinfo.org/guide/>

1. Engineering

1A. Past:

•COMPLETE STREETS ARE PLANNED, DESIGNED AND OPERATED FOR ALL MODES OF TRANSPORTATION AND ALL USERS REGARDLESS OF AGE OR ABILITY. THE CITY OF DEERFIELD BEACH WAS THE FIRST CITY IN STATE OF FLORIDA TO DEVELOP AND ADOPT THEIR OWN COMPLETE STREET GUIDELINES BASED ON THE BROWARD COUNTY GUIDELINES IN AUGUST, 2013. IN APRIL 2015, THE COMPLETE STREETS IMPLEMENTATION PLAN WAS ADOPTED. CONSTRUCTION IS CURRENTLY UNDERWAY ON HILLSBORO BLVD OF THE CITY'S FIRST COMPLETE STREETS INITIATIVE, WHICH INCLUDES LANE ELIMINATIONS, IMPROVED SIDEWALKS, ADA ACCESS AND BIKE LANES. •COMPLETE STREET IMPROVEMENTS IN THE FORM OF ADA IMPROVEMENTS, SIDEWALKS, AND BICYCLE INFRASTRUCTURE TO SAFELY GUIDE STUDENTS TO SCHOOL FROM ACROSS THE RAILROAD TRACKS AND THROUGHOUT THE SURROUNDING NEIGHBORHOOD.

1B. Future: THE PROPOSED PROJECT WILL PROVIDE

A COMPLETE AND CONTINUOUS SIDEWALK IN NEIGHBORHOODS. OTHER PROPOSED PROJECTS WILL INCLUDE MORE SIGNAGE, STRIPING AND PAINTING ALONG CROSSWALKS, AND SCHOOL ENTRY. •THE CITY IS CURRENTLY WORKING WITH BROWARD COUNTY TO CREATE MASTER SIDEWALK PLANS; PAVEMENT MARKINGS AND SIGNAGE ON CITY STREETS ARE DONE BY BROWARD COUNTY TRAFFIC ENGINEERING -BASED ON SPECIFIC REQUESTS. •THE CITY WILL CONTINUE TO FOLLOW AND SEEK ENHANCEMENTS TO ALL THE ITEMS LISTED AND WORK WITH OTHER AGENCIES TO SEEK FUNDING FOR PROJECTS. •PRESENTLY, ALL NEW DEVELOPMENT AND FDOT PROJECTS ARE REQUIRED TO CONSTRUCT NEW SIDEWALKS AND BIKE LANES. FDOT IS SYSTEMATICALLY ADDING BIKE LANES ON MAJOR THOROUGHFARES LIKE HILLSBORO BOULEVARD. MANY OF THESE IMPROVEMENTS ARE WITHIN THE 2-MILE RADIUS OF LOCAL SCHOOLS.

•SIDEWALKS WERE REHABILITATED AND/OR REPAIRED BASED ON HOA / RESIDENTS COMPLAINTS

•IN CONJUNCTION WITH THE BROWARD MPO AND FDOT, THE CITY OF DEERFIELD BEACH IS ALSO CURRENTLY IN THE DESIGN PHASE FOR COMPLETE STREETS PROJECTS THROUGHOUT THE CITY WHICH WILL ENHANCE PEDESTRIAN SAFETY AND PROVIDE FOR IMPROVEMENTS. THIS INCLUDES THE FOLLOWING PROJECTS WHICH ARE SCHEDULED TO BEGIN CONSTRUCTION IN 2020:

1. SW 3RD AVENUE (ALSO KNOWN AS MARTIN LUTHER KING JR. AVENUE) - FROM SW 10TH STREET TO HILLSBORO BOULEVARD
 I. ELIMINATE ONE (1) TRAVEL LANE ON EAST SIDE AND WEST SIDE (REDUCE FROM FOUR (4) LANES TO TWO (2) LANES TOTAL).
 II. NEW BICYCLE LANES ON EAST SIDE AND WEST SIDE.
 III. NEW RAISED MEDIAN.
 IV. IMPROVEMENTS TO PEDESTRIAN LIGHTING.

2. SE 2ND AVENUE - FROM SE 10TH STREET TO HILLSBORO BOULEVARD
 V. INSTALL SHARROWS (SHARED LINE MARKING) FOR CYCLISTS IN EXISTING TRAVEL LANES ON EAST SIDE AND WEST SIDE.
 3. NE 48TH STREET / NW 49TH COURT (A.K.A. GREEN ROAD) - FROM N DIXIE HIGHWAY TO POWERLINE ROAD
 VI. NEW BIKE LANES ON NORTH AND SOUTH SIDE AND FILL SIDEWALKS GAPS.
 •THE CITY OF DEERFIELD BEACH ENVIRONMENTAL SERVICES DEPARTMENT IS WORKING ON A CITY-WIDE RESURFACING PROGRAM THAT WILL INCLUDE IMPROVED SIGNAGE, STRIPING AND ADA SURFACE. A LIST OF STREETS IS BEING CURRENTLY FINALIZED. THIS PROGRAM WILL CONTINUE IN THE FUTURE.

2. Education: If your school has taught or plans to teach the Florida Traffic and Bicycle Safety Education Program (FTBSEP; see: <http://www.dcp.ufl.edu/centers/trafficSafetyEd/>) or other education program, please provide details below.

2A. Past: •IN THE PAST, SCHOOLS DID NOT PARTICIPATE IN WALK SAFETY EDUCATION CURRICULUMS OR EVENTS
 •BSO POLICE AND FIRE RESCUE DO PRESENTATIONS FOR ASSEMBLIES OR IN CLASS PRESENTATIONS TO EDUCATE STUDENTS ON WALK SAFETY, BULLYING, CRIMES, AND SEAT BELT SAFETY. IN THE PAST, THE CITY OF DEERFIELD BEACH SCHOOLS STRUGGLED TO CREATE TIME FOR ASSEMBLIES AND PRESENTATION ON BICYCLE AND PEDESTRIAN STREET SAFETY, DUE TO STRUGGLING ACADEMIC SCORES. AS ACADEMIC SCORES INCREASED, BSO POLICE AND FIRE RESCUE HAVE RECENTLY BEEN ABLE TO BEGIN PRESENTATIONS AND BUILD RELATIONSHIPS WITH THE SCHOOLS TO PROMOTE WALK SAFETY.
 •THE CITY REGULARLY ATTENDS THE FDOT D4 CTST MEETINGS AND UPDATES SCHOOL LEADERS AND RESOURCE OFFERS ON EDUCATIONAL OPPORTUNITIES.

2B. Future: •THE CITY WILL CONTINUE TO WORK CLOSELY IN COLLABORATION WITH THE FIRE RESCUE DEPARTMENT AND ALL ELEMENTARY SCHOOLS IN DEERFIELD BEACH TO PROVIDE EXPANDED BICYCLE SAFETY PROGRAMMING BY CREATING A TRAINING VIDEO TO REACH MORE TEACHERS AND STUDENTS, AS WELL AS CREATING AND PROVIDING A NEW TRAINING PROGRAM FOR WALKING SCHOOL BUS PROGRAMS
 •SCHOOLS WILL CONTINUE TO PARTICIPATE IN THE AVAILABLE WALKING AND PEDESTRIAN SAFETY PROGRAMS AND OTHER EVENTS RELATED TO HEALTH AND EXERCISE.
 •THE FIRE RESCUE DEPARTMENT WILL CONTINUE TO DISTRIBUTE A WIDE VARIETY OF BICYCLE AND PEDESTRIAN SAFETY MATERIALS THROUGHOUT THE SCHOOL YEAR.
 •THE CITY WILL FURTHER INCREASE THE PROGRAMS OUTREACH EFFORTS BY PROVIDING MORE EDUCATIONAL MATERIALS TO STUDENTS

•BSO COLLABORATED WITH THE CITY TO HOST A TABLE AT THE ANNUAL BACK TO SCHOOL DRIVE WHERE EDUCATIONAL RESOURCES WERE DISTRIBUTED TO PARENTS AND STUDENTS IN PREPARATION FOR THE NEW SCHOOL YEAR. STUDENTS WERE GIVEN FREE BACK TO SCHOOL SUPPLIES AND RESOURCES THAT EDUCATED STUDENTS AND PARENTS ON TAKING SAFE ROUTES TO THEIR SCHOOL. BICYCLE LIGHTS AND REFLECTORS WERE GIVEN OUT AT THIS EVENT AS WELL AS TRANSIT MAPS AND SAFETY INFORMATION TO ENCOURAGE MORE ACTIVE MODES OF TRANSPORTATION AS WELL.

•BSO & FIRE RESCUE HAVE SEVERAL SAFETY INITIATIVES FOR STUDENTS AND THEIR FAMILIES SUCH AS BIKE AND PEDESTRIAN SAFETY, FIRE SAFETY, DRIVING SAFETY, AND MORE.

A. BSO & FIRE PRESENTED BICYCLE AND PEDESTRIAN SAFETY EDUCATION IN LARGE SCALE ASSEMBLIES AND AUDIENCES AT SCHOOLS IN DEERFIELD BEACH. FIRE RESCUE HAS ALSO BEEN TO THE PARKS AND RECREATIONS DEPARTMENT AFTER SCHOOL PROGRAMS TO DO THE SAME.

B. FIRE RESCUE MEMBERS ARE CAR SEAT TECHNICIANS, AND DO FREE INSTALLATIONS AT THE FIRE STATION #102 ONCE A MONTH (ON THE THIRD FRIDAY) IN DEERFIELD BEACH.

C. WALK N ROLLS' EVENT OFFERS SAFETY ITEMS LIKE BACKPACKS, SCHOOL SUPPLIES, BIKE LIGHTS AND REFLECTORS, BIKE HELMETS, BIKE LIGHTS, ARM BANDS

D. BSO & FIRE RESCUE HOSTED A "BIKE RODEO" EVENT ON OCTOBER 28TH, 2017 TO EDUCATE AND GIVE AWAY BIKES, HELMETS, AND REFLECTORS TO STUDENTS.

E. BACKPACK EVENT WAS DONE AT DEERFIELD BEACH ELEMENTARY, DEERFIELD PARK ELEMENTARY, AND TEDDER ELEMENTARY

F. DURING PRESENTATIONS, OTHER SAFETY ITEMS ARE OFFERED TO STUDENTS SUCH AS, BACKPACKS, SCHOOL SUPPLIES, BIKE LIGHTS AND REFLECTORS, BIKE HELMETS, BIKE LIGHTS, ARM BANDS. BSO POLICE AND FIRE ORDER MORE EDUCATIONAL RESOURCES (INFOGRAPHICS, BROCHURES, FLIERS, ETC.) TO BE DISTRIBUTED TO STUDENTS AT EACH PARTICIPATING SCHOOL.

G. FIRE SAFETY MAINTAINS THE "RIGHT TO WALK" BIKE AND PEDESTRIAN SAFETY CURRICULUM

H. BUCKLE UP / SAFETY PRESENTATIONS ON "HOW AND WHY TO BUCKLE UP FOR SAFETY." THIS IS A TWO-WEEK PROGRAM; THE SCHOOL HAS TO 'BUY IN' TO THE PROGRAM. BSO WILL LET PARENTS KNOW THE RULES AND LAWS IN THE FIRST TWO WEEKS OF SCHOOL, BUT BEGIN CITATIONS AFTER THE FIRST TWO WEEKS.

I. "JUST DRIVE" IS DISTRACTIVE DRIVING SAFETY FOR THE HIGH SCHOOL STUDENTS, IT'S BEEN AN INITIATIVE FOR THE LAST FOUR YEARS TO HELP TEENS WITH DRIVING. BSO POLICE AND FIRE HELP

AND PARENTS. IN ADDITION, THE CITY WILL PROVIDE RESOURCES AND ENCOURAGE ALL LOCAL SCHOOLS TO PARTICIPATE IN WALK SAFETY CURRICULUMS

•THE CITY WILL PARTNER WITH BSO POLICE AND FIRE RESCUE AND SCHOOLS TO ENCOURAGE TEACHERS TO OFFER EXTRA CREDIT TO STUDENTS THAT PARTICIPATE IN WALK/BIKE TO SCHOOL DAYS

•BSO WILL CONTINUE HOSTING BICYCLE EVENTS THAT EDUCATE AND GIVE AWAY BIKES, HELMETS, AND REFLECTORS TO STUDENTS

•THE CITY WILL WORK WITH BSO POLICE AND FIRE RESCUE, MPO, AND FDOT TO ENGAGE IN MORE WALK SAFETY CAMPAIGNS LIKE "WALK TO SCHOOL" EVENTS, OR "DRIVE SAFETY" PROGRAMS FOR THE LOCAL HIGH SCHOOL

•THE CITY AND FIRE RESCUE INTENDS TO DEVELOP AN EDUCATION PROGRAM FOR AFTER SCHOOL PROGRAMS IN WHICH STUDENTS OFTEN BIKE AND WALK TO

•THE CITY PLANNING A YEARLY CONTEST TO ENCOURAGE MORE STUDENTS TO WALK/BIKE TO SCHOOL BY TRACKING DAILY STEPS OF STUDENTS WHO SIGN UP AND AWARDED THE MORE ACTIVE STUDENTS WITH NEW BICYCLES

STUDENTS ADJUST THE CAR SEAT SETTINGS, AND REFER STUDENTS TO AARP FOR DRIVING COURSES. J. FIRE SAFETY GOES TO EACH SCHOOL IN OCTOBER AND TEACH STUDENTS ABOUT "FIRE SAFETY" AND KIDS TOUR THE FIRE TRUCK.

3. Encouragement

3A. Past: •THE CITY MET WITH DEERFIELD BEACH MIDDLE AND INFORMED NEIGHBORHOOD REPRESENTATIVES OF THE SAC MEETING
•THE CITY HAS ALREADY LAUNCHED A PLEDGE TO ENCOURAGE SAFETY AMONGST ALL MODES OF TRANSPORTATION INCLUDING BIKING AND WALKING
•FIRE AND RESCUE GIVE OUT COPIES OF THE BOOK "FLORIDA BICYCLE/PEDESTRIAN LAW ENFORCEMENT GUIDE"
•THE CITY HAS ALL STATE AND LOCAL BICYCLE LAWS POSTED ON ITS WEBSITE FOR EASIER ACCESS BY RESIDENTS AND VISITORS
•THE CITY OF DEERFIELD BEACH COORDINATED THE "BACK TO SCHOOL" EVENT ON AUGUST 20TH, 2017 TO ENCOURAGE MORE STUDENTS TO USE ACTIVE MODES OF TRANSPORTATION IN THE NEW SCHOOL YEAR, AS WELL AS WELCOME STUDENTS WALKING TO CAMPUS
•OUTREACH ITEMS SUCH AS BOOKMARKS, BROCHURES, BE SAFE BE SEEN MOOD PENCILS, REFLECTIVE ACTIVITY BANDS AND SHOE FLAPS, BICYCLE LIGHTS AND REFLECTORS WERE PROVIDED TO STUDENTS

3B. Future: •WALK/BIKE TO SCHOOL EVENTS SUCH AS NATIONAL WALK TO SCHOOL DAY EVENT ON OCTOBER 4TH, 2018*, SEE VIDEO ON CITY'S FACEBOOK PAGE
•SOCIAL MEDIA CAMPAIGN TO PROMOTE AND ENCOURAGE WALKING AND BIKING TO AND FROM SCHOOL BY EXPLAINING NEW MULTIMODAL ROADWAY INFRASTRUCTURE AND HOW TO PROPERLY USE THEM
•STUDENTS WILL RECEIVE INCENTIVES FOR PARTICIPATION
•THE CITY WILL PROVIDE ASSISTANCE WITH COLLECTING PARENT AND TEACHER SURVEY DATA
•THE CITY WILL PROVIDE SAFETY RESOURCES TO OTHER LOCAL SCHOOLS WITH FREE BOOKMARKERS, BROCHURES ON SAFE ROUTES TO SCHOOLS, AND PEDESTRIAN SAFETY TIPS FOR STUDENTS
•THE CITY WILL CONTINUE OUTREACH EFFORTS AND COORDINATION WITH THE SCHOOL BOARD AND SCHOOL, SUCH AS HOSTING EVENTS THAT OFFER OPPORTUNITIES TO ENCOURAGE MORE STUDENTS AND PARENTS TO CHOOSE SAFE ROUTES TO SCHOOLS IN LIEU OF DRIVING TO SCHOOL

4. Enforcement

4A. Past: •LAW ENFORCEMENT (BSO POLICE AND FIRE RESCUE) WERE INVOLVED THROUGH THE PLANNING AND ZONING BOARD THAT FORMALLY SUPPORTS THIS PROJECT
•TRAFFIC LAWS AND SCHOOL ZONE ARE MONITORED BY BSO
•BSO POLICE AND FIRE RESCUE DO PRESENTATIONS FOR ASSEMBLIES OR IN CLASS PRESENTATIONS TO EDUCATE STUDENTS ON WALK SAFETY, BULLYING, CRIMES, AND SEAT BELT SAFETY
•THE CITY HIRES AND FUNDS BSO TO SCHEDULE CROSS GUARDS
•THERE IS A SCHOOL RESOURCE OFFICER AT EVERY SCHOOL - THEY ARE ON CAMPUS FIVE DAYS A WEEK. THEY ARE RESPONSIBLE FOR SECURITY OPERATIONS AT THE SCHOOL, TRAFFIC ISSUES, THEY HANDLE ACCIDENTS WITH CHILDREN, PEDESTRIANS, CRASH AND ACCIDENTS
•EVERY MORNING, EVERY DISMISSAL THERE IS TRAFFIC ENFORCEMENT AND SPEED LIMIT, SCHOOL MOTOR UNIT OR PATROL DEPUTY ASSIGNED AT EVERY SCHOOL TO MONITOR TRAFFIC AT 15 MPH. IF NOT, TICKETS ARE WRITTEN
•BSO HAS WORKED WITH HOMEOWNER ASSOCIATIONS AND RESIDENTIAL MEETINGS FOR TEN YEARS TO EDUCATE AND INFORM HOME

4B. Future: •LAW ENFORCEMENT EFFORTS WILL CONTINUE THROUGH MONITORING OF CROSSING GUARDS AND ENFORCEMENT OF SPEED LIMITS
•ENSURING PRESENTATIONS ARE CONTINUED ARE YEAR TO YEAR BASIS
•LAW ENFORCEMENT WILL KEEP RESOURCE OFFICER AT SCHOOL CAMPUS FIVE DAYS TO MAINTAIN AND ENHANCE SCHOOL SAFETY FOR STUDENTS
•THE CITY WILL CONTINUE TO WORK CLOSELY WITH LAW ENFORCEMENT TO MONITOR SCHOOL ZONES AND TRAFFIC LAWS WITHIN THE NEIGHBORHOODS SURROUNDING DEERFIELD PARK ELEMENTARY, TEDDER ELEMENTARY, AND DEERFIELD BEACH MIDDLE SCHOOL
•BSO WILL PROJECT MESSAGE SIGNBOARDS TO PROJECT MESSAGES TO LET PEOPLE KNOW OF TRAFFIC DELAYS, ROAD CLOSURES, REMINDERS ABOUT SCHOOL BACK IN SESSIONS, SPEED LIMIT REMINDERS ON MAIN ROADWAY (SE 10TH ST, HILLSBORO BOULEVARD) TO REMIND PARENTS SCHOOL IS BACK IN SESSION
•BSO WILL CONTINUE TO RELAY HOMEOWNERS, RESIDENTS, THEY HOLD OVER 30 DIFFERENT MEETINGS PER MONTH TO INFORM AND REMIND RESIDENTS ABOUT RIGHT OF WAYS

OWNERS AND RESIDENTS ABOUT PUBLIC RIGHT OF WAY. THERE ARE APPROXIMATELY 32 DIFFERENT MEETINGS PER MONTH.

• GREATER POLICE ENFORCEMENT INCLUDING SIGNAGE IS BEING EXPLORED TO INFORM DRIVERS NOT TO STOP IN THE PUBLIC RIGHT OF WAY AT SE 2ND AVE AND ROBINSON ROAD BEHIND DEERFIELD BEACH MIDDLE SCHOOL.

• THE POLICE DEPARTMENT WILL CONTINUE TO MONITOR THE NUMBER OF CITATIONS ISSUED (SPEEDING, PARKING, ETC.), WARNING, AND ACTUAL CRASH DATA TO CONTINUE EVALUATION AFTER IMPROVEMENTS ARE IN PLACE.

• EACH SCHOOL WILL CONTINUE TO TRACK THE NUMBER OF STUDENTS WALKING AND BIKING TO SCHOOL AND REPORT ANY SIGNIFICANT INCREASE/DECREASE AFTER IMPROVEMENTS ARE MADE.

5. Evaluation

5A. Past: • CITY OF DEERFIELD BEACH ENVIRONMENTAL SERVICES DEPARTMENT PLAYS AN ACTIVE ROLE IN THE REVIEW AND EARLY DEVELOPMENT STAGES OF EVERY PROJECT COMPLETED WITHIN THE CITY OF DEERFIELD BEACH. COMMENTS ARE PROVIDED BY ALL CITY DEPARTMENTS TO ENSURE THAT SAFETY AND ACCESSIBILITY GOALS ARE MET.

• CITY STANDARDS ARE UPHELD SUCH AS NEW SIDEWALKS MUST BE A MINIMUM OF 5 FEET WIDE AND COMPLETELY OBSTACLE FREE. ANY ADA ISSUES MUST BE ADDRESSED. BICYCLE INFRASTRUCTURE MUST BE INCLUDED WHERE NECESSARY. STREETSCAPE AND AESTHETICAL FEATURES ARE EVALUATED AND SUSTAINABILITY IS ACCOUNTED FOR IN ALL PROJECTS.

• THE CITY'S INFORMATION TECHNOLOGY DEPARTMENT ALSO MAINTAINS CENSUS DATA, GIS DATA, SPEED DATA, MODAL CHOICE DATA, BIKE AND PEDESTRIAN COUNTS, TRANSIT RIDERSHIP, BUILDING/CODE ENFORCEMENT DATA, AND DEVELOPMENT TRENDS. IT ALSO PROVIDES ADDITIONAL PROJECT MONITORING. EVERY DEPARTMENT PARTICIPATES IN DATA SHARING AND PROJECT EVALUATION.

• THE CITY WAS NOTIFIED ORIGINALLY OF THE SPECIFIC NEED BY THE SCHOOL BOARD'S SAFETY INSPECTOR. THE CITY HEARD FROM SCHOOL REPRESENTATIVES ABOUT THE NUMBER OF STUDENTS WALKING TO THE SCHOOL ALONG DIXIE HIGHWAYS AND MARTIN LUTHER KING JR AVENUE.

5B. Future: • THE CITY OF DEERFIELD BEACH ENVIRONMENTAL SERVICES DEPARTMENT WILL CONTINUE TO MONITOR COMMUNITY NEEDS AS WELL AS COLLABORATE WITH THE PLANNING AND ZONING BOARD IN ASSESSMENT OF COMMUNITY CHANGE RESULTING FROM THE INFRASTRUCTURE PROJECT.

• THE CITY AND SCHOOLS CAN CONTINUE TO CONDUCT PARENTS' SURVEYS AND GATHER STUDENTS TALLY DATA. OBSERVATION WILL BE UTILIZED FOR FURTHER IMPROVEMENT.

• EACH SCHOOL WILL CONTINUE TO TRACK THE NUMBER OF STUDENTS WALKING AND BIKING TO SCHOOL AND REPORT ANY SIGNIFICANT INCREASE/DECREASE AFTER IMPROVEMENTS ARE MADE.

• THE POLICE DEPARTMENT WILL CONTINUE TO MONITOR THE NUMBER OF CITATIONS ISSUED, WARNING, AND ACTUAL CRASH DATA TO CONTINUE EVALUATION AFTER IMPROVEMENTS ARE IN PLACE.

• THE CITY WILL WORK CLOSELY WITH ITS MARKETING DEPARTMENT TO LET PEOPLE KNOW ABOUT THE SUCCESS SO THAT STUDENTS CONTINUE TO WALK AND BICYCLE SAFELY TO SCHOOL. THE CITY INTENDS TO HOLD FUN FILLED KICK-OFF EVENTS IN ADDITION TO A SOCIAL MEDIA CAMPAIGN FOR WALKING ACTIVITIES AND EVENTS TO SCHOOL.

• THE PLANNING AND ZONING BOARD WILL SERVE AS THE PERMANENT COMMITTEE TO MONITOR POLICY CHANGES AND STREET SAFETY DEVELOPMENTS.

• FOLLOWING THE IMPROVEMENT IN WALKING SAFETY AND SCHOOL ZONE SAFETY, THE SCHOOL WILL IMPLEMENT WALKING SAFETY CURRICULUMS. THE CITY WILL CONTINUE TO MONITOR PEDESTRIANS AND BICYCLE CRASH INCIDENTS ON AN ANNUAL BASIS CITYWIDE.

Section 4 – Problem Identification

This section will help us understand your school's situation. If the proposed project includes more than one school, please give the requested information for each school.

A. HAZARDOUS WALKING CONDITIONS

1. Opportunity to resolve a documented hazardous walking condition and eliminate the resultant school busing.
☐ Yes ☒ No Include a discussion of public support for the project if busing were eliminated:
 2. Opportunity to eliminate current courtesy busing being done for a perceived hazardous condition. Include a discussion of public support for the project if busing were eliminated: **N/A**

B. Are many students already walking or bicycling to this school in less than ideal conditions? ☒ Yes ☐ No
 If Yes:

- Explain more about the number of students affected: **The school enrollment is approximately 1130 students and there are approximately 494 students living within a two-mile radius who could walk to and from school.**
- Explain more about the conditions/obstacles which prevent walking or bicycling to your school:
- **A walking audit was completed by City staff and the SRTS Committee and these audits showed the routes closest to the Deerfield Park and Deerfield Beach Middle school suffers from sidewalk gaps, no bicycle infrastructure, ADA non-compliance, overgrown landscaping, and bulk trash and other obstacles such as light poles and parked cars which block sidewalks forcing students into the streets.**
- **Deerfield Beach Middle School students also complained of cars speeding along NE 6th Ave that plague the routes most traveled by students and expressed concerns of near car – pedestrian accidents.**
- **In addition to the audits, some students have to cross SW 10th St., a major roadway, as well as and Dixie Highway. Both of these roads have speeds that often exceed 45 MPH.**
- **Many students have to cross the FEC Railroad tracks which has increased its freight operations in recent years and recently began passenger rail service further increasing the number of daily trains on those tracks.**

C. Are enough students living near the school to allow many to walk or bike to school if conditions were improved?

☒ Yes ☐ No

If Yes:

- Explain more about the number of student living near the school and how this relates to the anticipated success of the proposed SRTS project: **For Deerfield Beach Middle School, there are 43% of students who live within the 2-mile radius and can walk to and from school, which explains why there are more families who carpool and drive their students to school. The average numbers of walkers for Deerfield Park Elementary, Tedder Elementary, and Deerfield Beach Middle School are approximately 65%. However, Deerfield Beach Middle School is surrounded by neighborhoods and the school should encourage these students to walk and/or bike to and from school. This also helps the City and School focus their resources on critical areas to create walking groups and bikes buses to further the success of SRTS projects.**

D. Write a brief history of the neighborhood traffic issues as background for the proposed project: **The City of Deerfield Beach is a coastal city in Broward Bounty with over 79,000 residents spanning 15 miles. Demographically, approximately seventy-six (76%) of the residents are white non-Hispanic, twenty six percent (13%) are black or African American, etc. There are many challenges with the City's/County's multimodal transportation network including lack of and poorly maintained sidewalks, lack of bike lanes and paths, ADA issues, and way finding features.**

E. How do the demographics of the school population relate to the anticipated success of the proposed SRTS project? For instance, is there a population of students near the school from a culture which traditionally walks a lot? **Deerfield Beach Middle school is located in a diverse neighborhood where a majority of the households are of lower income, and many students who live nearby walk or bike to school.**

The Deerfield Beach Middle school demographics are as follows:

- i. Male: 49%
- ii. Female: 51%
- iii. White: 37%
- iv. Black: 58%
- v. Asian: 2%
- vi. Native American or Native Alaskan: 0%
- vii. Pacific Islander: 0%
- viii. Multiracial: 3%
- ix. Ethnically Hispanic: 26%

The school is located in a diverse neighborhood where a majority of the households are of lower income, and many of the students walk or bike to school. Deerfield Beach Middle School has a demographic representation of Black / African American (58%), White (37%) and Hispanic (26%) student population enrolled living in the surrounding neighborhoods. Approximately 86% of students attending the school receive free or reduced lunch. Research shows, below low-income households more so than other income brackets have one or fewer private automobiles for the entire household and tend to be more reliant on public transportation, biking and walking as a primary source of transportation. This data

correlates to the success of this program because the population surrounding the school has less resources to drive students to school every day. They may also work longer or unusual hours, single parent households, and cultural backgrounds that may also lead to the success of this program. Many students already walk and bike in unsafe conditions due to these factors.

F. Provide the percent of free or reduced lunch program at the affected school: **Deerfield Beach Middle School has an 86% FRLP rate according to Broward County Public Schools Enrollment Report September 2017**

G. STUDENT TRAVEL DATA:

1. School data: based on the Student In-Class Travel Tally:

- a. Number of students currently walking to school: **24**
- b. Number of students currently biking to school: **3**
- c. Total currently walking or biking to school (add a & b): **27**
- d. Number of students in this school: **1130**
- e. Percent of student in school currently walking or biking to school: (c divided by d): **24%**

2. Route Data:

- a. Number of students from the affected schools living along the proposed route: **494**
- b. Based on (mark all that apply): *Existing School Data: ☒ *Visual Observation Survey: ☐ *Estimates: ☒
- c. Number of student currently walking or biking along this route: **459**
- d. Number of student who could walk or bike along the proposed route after improvements: **494**

Section 5 – Specific Infrastructure Improvement(s) Requested

A. LOCATION *Note: the entire proposed project must be within 2 miles of the school and in the attendance area for the affected schools.*

Request #1 St. Name: **DIXIE HIGHWAY** Maintaining Agency: ☒ City ☐ County ☐ State

From: **NE 6TH AVE** To: **DIXIE HIGHWAY (SR 810)**

Project's closest point to school: ☐ 0 to ½ mile; ☐ ½ to 1 mile; ☒ 1 to 1 ½ miles; ☐ 1 ½ miles+

Request #2 St. Name: Maintaining Agency: ☒ City ☐ County ☐ State

From: To:

Project's closest point to school: ☐ 0 to ½ mile; ☐ ½ to 1 mile; ☐ 1 to 1 ½ miles; ☐ 1 ½ miles+

See Attachment for additional project sites: ☒

Discuss the projects' proximity (within 2 miles) to other facilities which might also benefit from the project, such as other schools or colleges, parks, playgrounds, libraries, or other pedestrian destinations:

The City of Deerfield Beach offers multiple parks and activity centers for students' K - 8th grade.

Local parks include Tivoli Sand Pine Preserve, Johnny Tigner Community Center, Oveta McKeithen Park, Pioneer Park, Riverview Park, Highlands Park, and Sullivan Park. There is also a Passive Park in development. Other activity centers close to Deerfield Beach Middle School and Deerfield Park Elementary include the Boys & Girls Club, and the Hillsboro Technology Center, both of which offer after care school programs. Also, nearby is the Deerfield/Percy White Library, and the Historical Society, which offers historical tours for all residents.

Local schools within a two-mile radius of Deerfield Beach Middle and Deerfield Park Elementary include Deerfield Beach Elementary, Zion Lutheran Church, St. Ambrose Catholic Church, and Park Ridge Elementary School. The Deerfield Beach Middle School also includes the Deerfield Middle School Aquatic and Athletic Complex. See Section 5A Maps.

B. SIDEWALK, BIKE LANE, PAVED SHOULDER, OR SHARED USE PATH

- | | |
|---|---|
| ☐ Continuation of Existing Sidewalk | ☐ New Sidewalk |
| ☐ Continuation of Existing Bike Lane | ☐ New Bike Lane (includes re-striping or reconstruction) |
| ☐ Continuation of Paved Shoulder | ☐ New Paved Shoulder |
| ☐ Continuation of Shared Use Path | ☐ New Shared Use Path |

Comments: describe below your requests in detail, including location, length, side of road, etc.

Request #1: **IMPROVEMENTS WILL PROVIDE CONTINUITY OF PEDESTRIAN SAFETY AND TRAFFIC AND REDUCE DEPENDENCE ON VEHICULAR USE. RAISED CROSSWALKS WITH HIGHLY VISIBLE AND REFLECTIVE SIGNAGE, STRIPING, AND MARKERS WOULD ENHANCE THE SAFETY OF STUDENTS.**

Request #2: **IMPROVEMENTS NEEDED FOR CROSS WALKS NEEDED ON NE 6TH AVE AND SE 5TH CT. "NO PARKING AND/OR STOPPING" SIGNAGE MAY BE NEEDED ON THE BACK SIDE OF SCHOOL BY ROBINSON ROAD AND SE 2ND AVE.**

See Attachment for additional project sites: ☐

Describe any other requests:

C. TRAFFIC CONTROLS Mark all that apply in regard to traffic control devices:

☐ We have all necessary traffic control devices (**Proceed to E**)

- | | |
|--|--|
| ☐ We need pedestrian signals (features) | ☐ We need other school-related signals |
| ☒ We need traffic signs | ☒ We need other school-related signs |
| ☒ We need marked crosswalks | ☒ We need other roadway markings |

Describe the existing and needed traffic controls:

D. TRAFFIC DATA *Notes: Posted Speed Limit is required. AADT stands for Average Annual Daily Traffic*

St 1: Posted Speed Limit: Varies between 25 and 45 mph	Operating Speed:	AADT:
St 2: Posted Speed Limit:	Operating Speed:	AADT:

Section 6 – Cost Estimate

This is designed to give FDOT a reasonable estimate of the cost of project. Make this cost estimate as accurate as possible.

- FDOT Transportation Costs website gives various resources, including FDOT District contact in the Estimates Offices, who can help you with your cost estimate: www.dot.state.fl.us/planning/policy/costs/default.shtm

Projects must follow appropriate design criteria. Projects on the State Highway System must follow the criteria in the Plans Preparation Manual (PPM) and FDOT Design Standards. Projects on local systems must meet the minimum the minimum standards and criteria in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and Highways (Florida Greenbook). These documents can be found on FDOT's web site at: www.dot.state.fl.us/rddesign/CS/CS.shtm

Construction Cost	\$469,954.00
Maintenance of Traffic (MOT)	\$50,000.00
Mobilization	\$25,000.00
Subtotal	\$544,954.00
Total Construction Cost	\$572,220.00
Professional Engineering Design (15% of Total)	\$57,220.00
Construction Engineering and Inspection (15% of Total)	\$57,220.00
GRAND TOTAL	\$686,642.00

Section 6B– Cost Estimate Narrative

Attach a **MANDATORY** itemization of the construction costs & quantities by pay item.

Section 7 - Submission Checklist

Notes: These will be counted toward total application score.

REQUIRED:

- A. ☒ Color project map showing school location
- B. ☒ Map showing existing conditions
- C. ☒ Map showing proposed improvements
- D. ☒ Map showing where students attending school live

ADDITIONAL:

- E. ☒ Traffic/Engineering report evaluating the problem
- F. ☒ Crash Data
- G. ☒ Color Digital photos showing existing conditions



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-602

Agenda Date: 4/20/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-16-PC for Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations; authorizing execution of an Agreement with Carus, LLC, the lowest priced responsive and responsible bidder, for a one year term with four additional one year renewal terms; providing for severability and an effective date. (Funds from Account #401-5020-533-35-11 - Utilities, Water Plant-Chemicals)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$28,980.00

Account Name: Utilities, Water Plant-Chemicals

Account Number: 401-5020-533-35-11

Background/History

The City requires the services of a qualified chemical vendor to provide Corrosion Inhibitor for the City's West Water Treatment Plant. Corrosion inhibitors slow down the rate of corrosion. The benefits of slowing corrosion includes water quality protection, extends life expectancy of piping and reduces the number of water breaks.

Current Activity

The Purchasing and Contract Administration Division issued an Invitation to Bid #21-16-PC for Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations (the "ITB"). This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. The ITB was advertised in the legal notices section of the Sun-Sentinel on March 5, 2021. The notice was sent to seventy-eight (78) prospective Offerors via the e-Procurement Marketplace of which eight (8) vendors viewed the documents of the ITB. On March 19, 2021 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed three (3) bids. The bids were reviewed by the Purchasing and Contract Administration Division to ensure the bids met the ITB requirements and then discussed with the Water Plant Superintendent. Carus, LLC ("Carus") submitted the lowest priced bid and meet all of the requirements and was recommended to be awarded a contract. The initial contract term shall be one (1) year with the option to renew for four (4) additional one (1) year periods. The contract shall be based on the unit pricing provided in

the bid submitted by Carus.

Recommendation

It is recommended that the City Commission approve the award of the ITB to Carus, and authorize the City Manager to execute an agreement with Carus.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #21-16-PC FOR CORROSION INHIBITOR (ORTHOPHOSPHATE) FOR WATER TREATMENT PLANT OPERATIONS; AUTHORIZING EXECUTION OF AN AGREEMENT WITH CARUS, LLC, THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, FOR A ONE YEAR TERM WITH FOUR ADDITIONAL ONE YEAR RENEWAL TERMS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) requires the services of a qualified chemical vendor to provide Corrosion Inhibitor for the City’s West Water Treatment Plant (the “Chemicals”); and

WHEREAS, the City issued Invitation to Bid No. 21-16-PC for Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun Sentinel on March 5, 2021, and the notice was also sent to 78 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, eight vendors viewed the ITB documents; and

WHEREAS, on March 19, 2021 at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed the three bids that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by Carus, LLC (“Carus”), the apparent low bidder, discussed it with the Water Plant Superintendent and concluded that Carus met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Carus, the lowest responsive and responsible bidder to the ITB, and authorize execution of an agreement with Carus for the Chemicals for a one year term with four additional one year renewal terms based on the unit pricing provided in the bid submitted by Carus (the “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 hereof.

Section 2. The City Commission hereby approves the award of the ITB to Carus for the Chemicals.

Section 3. The City Manager is hereby authorized to execute the Agreement with Carus for the Chemicals, consistent with the terms of the ITB, 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 _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Hamid Nikvan, Assistant Director of Environmental Services
FROM: Paul Collette, Buyer
THRU: Ivelsa Guzman, Purchasing Manager
DATE: March 29, 2021
RE: **Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations, ITB #21-16-PC**

The Purchasing and Contract Administration Division issued an Invitation to Bid (ITB) for Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations, ITB #21-16-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on March 5, 2021. The notice was sent to seventy-eight (78) prospective Offerors via the e-Procurement Marketplace.
- Eight (8) vendors viewed the documents of the ITB.
- On March 15, 2021, Addendum 1 was issued to make additions/changes to the ITB.
- On March 19, 2021 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed three (3) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements.
- The apparent low Offeror, Carus, LLC met all the ITB requirements.
- The Purchasing and Contract Administration Division reviewed the response and discussed it with the Water Plant Superintendent and concluded that Carus, LLC response meets all the requirements and recommends awarding a contract to Carus, LLC.
- Reference checks were conducted on Carus, LLC and revealed positive ratings.
- The initial contract term shall be one (1) year with the option to renew for four (4) additional one (1) year periods.
- Documentation related to this solicitation may be obtained by emailing Sandra Francis at sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Carus, LLC is the low, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to Carus, LLC.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission meeting.

Att. Tabulation Sheets, Tabulation Summary, Technical Specifications, Contract

c: Tom Good, Assistant City Manager
Joshua Niemann, Water Plant Superintendent
Melissa Namor, Business Manager

1	Corrosion Inhibitor (Orthophosphate), Liquid as specified under Attachments, Invitation to Bid Documents, Section VI - Technical Specifications.					Number of Calendar Days for Delivery	Name of Mfr & Product	Percent Actives of Orthophosphate	Percent Actives of Polyphosphate	Specific Gravity	Dosage required to achieve 1.0 mg/L Total PO4	Minimum Order Requirements for Corrosion Inhibitor in Pounds
	Supplier	QTY	UOM	Unit Price	Extended							
	Carus, LLC	63000	lbs.	\$0.46	\$28,980.00	10	Carus LLC and CARUS™ 8600 water treatment chemical	23.1	9.9	1.37	3.03 mg/L product, 2.21 gallons of product per MGD treated	11,400
	Shannon Chemical Corporation	63000	lbs.	\$0.577	\$36,351.00	5	Shannon Chemical Corporation, SLI-5270	24	11	1.36	2.77 mg/L	17,000
	American Water Chemicals, Inc.	63000	lbs.	\$0.72	\$45,360.00	10	American Water Chemicals, AWC A-782	25.6	6.4	1.38	3.125 ppm	1,200

Event Number	21-16-PC Addendum 1	Organization	City of Deerfield Beach
Event Title	Corrosion Inhibitor (Orthophosphate) for V	Workgroup	Purchasing & Contract Admin. Div.
Event Description	The City of Deerfield Beach is requesting se	Event Owner	Paul Collette, Buyer
Event Type	ITB (Commodity)	Email	pcollette@deerfield-beach.com
Issue Date	3/5/2021 11:02:40 AM (ET)	Phone	(954) 480-4418
Close Date	3/19/2021 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Carus Corporation	Peru	IL	3/18/2021 09:52:29 AM (ET)	1	\$28,980.00
Shannon Chemical Corporation	Malvern	PA	3/16/2021 10:26:02 AM (ET)	1	\$36,351.00
American Water Chemicals, Inc.	Plant City	FL	3/19/2021 10:49:05 AM (ET)	1	\$45,360.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION VI – TECHNICAL SPECIFICATIONS

1. General

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Corrosion Inhibitor (Orthophosphate/Polyphosphate) for Water Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442, in accordance with the terms and conditions, and technical specifications herein. This will be a term contract.

2. Technical Specifications

- a. The current Corrosion Inhibitor active ingredients: Orthophosphate and Polyphosphate blend for corrosion and deposition inhibitor in potable water systems. The average feed rate is .5 mg/l or .5 ppm, the average dose rate is 10.5 gallons of active chemical per day and the active percentage of the product is 30%.
- b. The percent actives of orthophosphate shall be in range of 21% - 24%.
- c. The percent actives of polyphosphate shall be in range of 7% - 10%.
- d. Specific gravity and pH are variable and dependent on manufacturer.
- e. The finished water parameters are (Total Hardness: 60 ppm, Calcium Hardness: 50 ppm, P-Alkalinity: 6 ppm, Chlorides: 45 ppm, PH: 9.0, Temperature: 25.0 C).
- f. Product must be Food and Drug Administration (FDA) approved and National Science Foundation (NSF) approved.
- g. The installation of metal coupons, type: copper, mild steel and lead at our West Plant.
- h. Metal coupons to be swapped out every six (6) months and sent away for a corrosion rate analysis with the results reported back to the Water Plant.
- i. Corrosion Inhibitor shall be delivered in bulk or other means approved by the City to the West Water Plant, 290 Goolsby Blvd, Deerfield Beach, FL 33442.

3. Certification and Testing

- a. Offerors shall submit with their Response Attachments proof of certification that the product offered conforms to NSF Standard 60. All additives and chemicals used in the City's Water Treatment Plant must conform to NSF Standard 60 per the State of Florida Administrative Code.
- b. The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.
- c. Offerors shall submit with their Response Attachments certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the phosphate product offered listing all impurities, detailed technical product specifications with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit II – Material Data Sheet (MSDS) for the current product used by the City.

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CARUS, LLC, (CONTRACTOR), as follows:

WITNESSETH:

WHEREAS, pursuant to ITB #21-16-PC (the ITB) the CITY accepted competitive bids for Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this CONTRACT, the ITB and the CONTRACTOR's Response constitute the entire CONTRACT and describe the Products to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, City Staff and City Commission of the City of Deerfield Beach, Florida, has determined that the low, responsive and responsible bid was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the CONTRACT at a competitive price; and

WHEREAS, the CITY has awarded the CONTRACT to CONTRACTOR for the Products on _____, 20____, Resolution No 20____/____;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This CONTRACT, the ITB, together with the response to the ITB of CONTRACTOR, (Exhibit "A") shall constitute the entire CONTRACT, The parties agree that the Technical Specifications are a description of CONTRACTOR'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 CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this CONTRACT may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this CONTRACT contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products, if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this CONTRACT.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial CONTRACT term shall be for one (1) year beginning May 1, 2021 and ending April 30, 2022 or as otherwise indicated in the final contract. The CITY reserves the right to renew the CONTRACT for four (4) additional one (1) year terms providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the CITY as set forth in the ITB.
- 2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing CONTRACT. The CONTRACTOR shall be compensated for the products and services at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR'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 CONTRACT. The termination date shall be not more than ten (10) days after the date of such written notice.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.
- 4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.
- 4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
 - 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.
- 5.2 CONTRACTOR 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 CONTRACT. CONTRACTOR 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, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR 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 CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR 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, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR 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 CONTRACT for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this CONTRACT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the CONTRACT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If CONTRACTOR does not comply with this section, the City shall enforce the CONTRACT provisions in accordance with the CONTRACT and may unilaterally cancel this CONTRACT in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for city's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

City Custodian of Public Records:	SAMANTHA GILLYARD, CITY CLERK
Mailing address:	150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
Telephone number:	954-480-4213
Email:	WEB.CLERK@DEERFIELD-BEACH.COM

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

6.7 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT 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 CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 VENUE AND WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this CONTRACT and executed by the CITY's Signature and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations,

Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

6.14 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. all persons employed by CONTRACTOR to perform employment duties within Florida during the term of the CONTRACT, and;
- b. all persons (including subcontractors) assigned by CONTRACTOR to perform work pursuant to the CONTRACT.

The CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the CONTRACT is a condition of the CONTRACT. CONTRACTOR shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the CONTRACT.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have caused these presents to be executed.

WITNESSES:

CITY OF DEERFIELD BEACH

By: _____
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Name of Corporation)

(Witness)

By _____
(Signature)

(Corporate Seal, if applicable)

(Type Name/Title Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS FOR DISTRIBUTION.

EXHIBIT "A"
BIDDER'S SUBMITTAL



21-16-PC Addendum 1 Carus Corporation Supplier Response

Event Information

Number: 21-16-PC Addendum 1
Title: Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations
Type: Invitation to Bid
Issue Date: 3/5/2021
Deadline: 3/19/2021 02:00 PM (ET)
Notes: The City of Deerfield Beach is requesting sealed bids for Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations, in accordance with the terms, conditions and technical specifications within this solicitation.

Contact Information

Contact: Paul Collette, Buyer
Address: Purchasing and Contract Administration
A
2nd
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Carus Corporation Information

Contact: Samantha Pumo
Address: 315 Fifth Street
Peru, IL 61354
Phone: (800) 435-6856
Fax: (815) 224-6697
Toll Free: (800) 435-6856
Email: bids@caruscorporation.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Barbie Smith

Signature

Submitted at 3/18/2021 8:52:29 AM

bids@carusllc.com

Email

Supplier Note

Barbie Smith/Inside Sales Manager

Requested Attachments

Certification of Product

NSF.pdf

Offerors shall submit with their Response Attachments proof of certification that the product offered conforms to NSF Standard 60 per the State of Florida Administrative Code.

Certified Laboratory Tests

COA.pdf

Offerors shall submit with their Response Attachments a certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the phosphate product offered listing all impurities.

Detailed Technical Product Specifications

DW CARUS 8600 Data Sheet.pdf

Offerors shall submit with their Response Attachments detailed technical product specifications for the offered product.

Material Safety Data Sheet (MSDS)

CARUS™ 8600 Water Treatment Chemical-SDS_US-English.pdf

Offerors shall submit with their Response Attachments applicable Material Safety Data Sheet (MSDS) for the product(s) offered.

Proof of Insurability

COI.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Certified Business Entity (CBE) Certification , if applicable

WBE CERT (EXP 12-16-23).pdf

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference under Attachments, Invitation to Bid Package, Section III – General Terms and Conditions, Article 20.

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your three (3) references and provide it with your Response Attachments.

Offeror shall complete this form and submit with their response.

Submit a copy of your firms local business tax receipt for the principal place of business.

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

Submit a copy of your firms W-9 Form.

Response Attachments

LLC RES.pdf

LLC Resolution

Bid Attributes

1	Addendum 1 Addendum 1 issued to make changes to the ITB documents (under Attachments Tab, Invitation to Bid Package, Section IV - Special Terms and Conditions, Item 5. Price Adjustments - Words/Letters/Numbers Struck Through are deleted and Words/Letters/Numbers Bold and Underlined are added; Section VI - Technical Specifications, Item 2(i) - Words/Letters/Numbers Bold and Underlined are added.
2	Drug-Free Workplace Programs Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes

3 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

4 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirrant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirrant.

Non-Collusion Affirmed

5 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

6 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a local vendor.

7 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

8 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:

- a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):
- b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable:
- c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

9 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

10 Verification of Employment Status

The successful Offeror affirms to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful proposer, the successful proposer *may not be awarded a public contract for a period of 1 year after the date of termination.*

Complies with E-Verify Requirement

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

See attached resolution

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

1 3	Former Business Names Under what other former names has your organization or principals holding at least 30% interest operated? N/A
1 4	Years of Experience How many years has your company been in business providing the products and services that are subject to this solicitation? 106
1 5	Attachment A – References & Vendor Performance Reference Verification Survey Form Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your three (3) references and provide it with your Response Attachments. Provided
1 6	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
1 7	Use of Subcontractors Will you be using any subcontractors? No
1 8	List of Subcontractors If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. N/A
1 9	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. No
2 0	Criminal Litigation History Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? No
2 1	Conflicts of Interest Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business. No

2
2**Safety Measures**

Offerors shall guarantee that each delivery truck will be in a safe mechanical condition, and will be operated by a capable driver trained in the proper handling of the chemical being delivered.

2
3**Delivery Time**

How many days for delivery of the product.

Bid Lines

1

Corrosion Inhibitor (Orthophosphate), Liquid as specified under Attachments, Invitation to Bid Documents, Section VI - Technical Specifications.

Quantity: UOM: Unit Price: Total:

Item Notes: Quantity is estimated and based on previous annual usage.

Item Attributes**1. Number of Calendar Days for Delivery**

Offeror shall provide the number of calendar days for delivery of the Corrosion Inhibitor after an order is placed by the City.

2. Name of Manufacturer and Product

Offeror shall provide the name of manufacturer and product offered.

3. Percent Actives of Orthophosphate.

Offer shall provide percent actives of orthophosphate for product offered.

4. Percent Actives of Polyphosphate

Offeror shall provide the percent actives of polyphosphate for the product offered.

5. Specific Gravity

Offeror shall provide specific gravity for the product offered.

6. Dosage required to achieve 1.0 mg/L Total PO4

Offeror shall provide the dosage required to achieve 1.0 mg/L Total PO4 for the product offered.

7. Minimum Order Requirements for Corrosion Inhibitor in Pounds

Offeror shall provide the minimum order requirements in pounds for Corrosion Inhibitor for the product offered.

Response Total: \$28,980.00



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-582

Agenda Date: 4/20/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Design-Build Construction Agreement with Shiff Construction & Development, Inc. for the Center for Active Aging Redevelopment Project in an amount not to exceed \$11,247,918.64; providing for conflicts, severability and an effective date. (Funds from Account #317-8000-569-61-12 - Construction & Account #358-8000-569-61-12 - Construction)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$11,247,918.64

Account Name: Construction

Account Number: 317-8000-569-61-12

Secondary Account Name: Construction

Secondary Account Number: 358-8000-569-61-12

Background/History

The City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the "Project"), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project. The procurement of design-build services is governed by Section 287.055, Fla. Stat. (the "CCNA"), and the City of Deerfield Code of Ordinances Section 38-144.

Pursuant to Request for Qualifications #2016-17/51 city staff selected WZA as the most highly qualified to perform the required design criteria services for the Project. On May 15, 2018, the City Commission approved a work authorization for WZA to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the "Design Criteria Package").

The first project solicitation consisted of a two-step process. The City issued Request for Qualifications #2018-19/06 for Design Build Services for the Center of Active Aging (the "RFQ") and on June 4, 2019, the City Commission approved the Ranking and Recommendation. In the second step of this first solicitation, the City issued Request for Proposals #20-02-PC for Design-Build

Construction for the Center of Active Aging (the “RFP”). Following the initial ranking, the evaluation committee was unanimous in their decision to make a recommendation to the City Commission to approve the rankings. At the May 5, 2020 regular commission meeting, the City Commission determined to reject all proposals and resolicit proposals for the project.

The Purchasing and Contract Administration Division reissued a Request for Proposals for Design-Build Construction for the Center for Active Aging (Rebid), RFP #20-34-PC on May 12, 2020 in compliance with the formal competitive solicitation procurement requirements of the City of Deerfield Beach procurement requirements. On July 14, 2020, at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed nine (9) responses. Following the rankings by the Evaluation Committee, a motion was made to recommend the approval of the rankings to City Commission. At the September 14, 2020, City Commission meeting, the City Commission voted to send the ranking/evaluation back to the evaluation committee to have the Committee shortlist to the top three firms, conduct oral presentations from the shortlisted firms and either confirm their initial ranking or re-rank the firms consistent with the requirements and criteria in the RFP.

On October 13, 2020 Seawood Builders, LLC submitted a letter of withdrawal from the RFP process. Oral presentations were conducted on October 20, 2020 with Synalovski Romanik Saye/Shiff Construction, Inc. and Gulf Building, LLC. After final ranking, the Evaluation Committee ranked Synalovski Romanik Saye/Shiff Construction, Inc. the top ranked proposer.

Current Activity

Resolution 2020/171 of the City Commission, adopted November 10, 2020, approved the rankings and authorized the City Manager to conduct negotiations with the top ranked firm, Synalovski Romanik Saye, LLC/Shiff Construction, Inc..

Due to the time which had transpired and the conclusion of the City's Energy Performance project with Siemens, the City's negotiations with Shiff necessitated the addition of costs for lighting, fire, security, and building automation associated with the Siemens' scope of work whereby Shiff will be responsible for such work with Siemens serving as a subcontractor of Shiff. This arrangement resulted in a cost savings from the price Siemens would have charged if the City contracted directly with Siemens for the energy performance services. The base bid from Shiff and the additional energy performance services (\$791,769.32) culminate in a total contract value of \$11,247,918.64.

Recommendation

It is recommended the City Commission approve the execution of the Agreement in the amount of \$11,247,918.64 with Shiff Construction & Development, Inc.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A DESIGN-BUILD CONSTRUCTION AGREEMENT WITH SHIFF CONSTRUCTION & DEVELOPMENT, INC. FOR THE CENTER FOR ACTIVE AGING REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$11,247,918.64; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the “Project”), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project; and

WHEREAS, pursuant to Request for Qualifications #2016-17/51 and Section 287.055, Fla. Stat., the City entered into a continuing contract with Walters Zackria Associates, PLLC (“WZA”), dated January 26, 2018, (the “Continuing Contract”) for the provision of professional architectural and engineering consulting services on an as needed basis; and

WHEREAS, on May 15, 2018, the City Commission approved a work authorization for the design of the criteria services for the Project, authorizing WZA to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the “Design Criteria Package”); and

WHEREAS, on May 12, 2020, the City issued Request for Proposals #20-34-PC for Design Build Construction for the Center for Active Aging (rebid) (the “RFP”), utilizing the Design Criteria Package prepared by WZA; and

WHEREAS, on September 29, 2020, the evaluation committee reconvened, shortlisted the proposals received to the top three firms, Seawood Builders, LLC, Shiff Construction & Development, Inc. (“Shiff”) and Gulf Building, LLC, (“Gulf”) and developed presentation meeting agenda, topics, presentation time durations, and a schedule for oral presentations; and

WHEREAS, on October 20, 2020, the Evaluation Committee heard oral presentations from Shiff and Gulf, and decided to continue the ranking process with the two shortlisted firms that participated in the oral presentations; and

WHEREAS, on November 20, 2020, the City Commission approved the Evaluation Committee Rankings and authorized contract negotiations with the top ranked firm, Shiff, for design-build services for the Center of Active Aging; and

WHEREAS, the City originally intended for Siemens Industry, Inc. (“Siemens”) to provide energy performance services for the redeveloped Center for Active Aging project under the Siemens Energy Performance Contract; however, due to the timing of the projects, it was removed from the Energy Performance Contract; and

WHEREAS, therefore, staff negotiated for Shiff to be responsible for Siemens' completion of the energy performance services with Siemens as a subcontractor under Shiff's contract, which ultimately resulted in a cost savings for the Siemens energy performance services for the Project; and

WHEREAS, City staff negotiated an agreement with Shiff, attached as Exhibit "A", for design-build services for the Center of Active Aging, including the Siemens energy performance services (\$791,769.32), in a total amount not to exceed \$11,247,918.64 (the "Agreement"); and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Agreement with Shiff, attached as Exhibit "A," for the Project in an amount not to exceed \$11,247,918.64.

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

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

Section 2. The City Commission hereby approves the Agreement with Shiff for design-build construction services for the Center of Active Aging redevelopment in an amount not to exceed \$11,247,918.64.

Section 3. The Mayor and City Manager are hereby authorized to execute the Agreement with Shiff, attached as Exhibit "A," together with such non-substantial changes as deemed appropriate by the City Manager and approved 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. All resolutions, and parts of resolutions, that conflict with this Resolution are hereby repealed to the extent of such conflict.

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

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

Design-Build Construction Contract Between Owner and Contractor

This Contract (the "Contract") is entered into between the City of Deerfield Beach, 150 NE 2nd Avenue, Deerfield Beach, Florida, 33441 (the "OWNER") and Shiff Construction & Development, Inc., 180 SW 6th Street, Pompano Beach, FL 33060 (the "CONTRACTOR"), made as of the day of _____, 2021 for the Design-Build Construction of the Center for Active Aging (the "Project").

1. Entire Contract

This Contract shall consist of the Contract Documents, of which this is a part. The Contract Documents shall consist of this Contract and the entire RFP #20-34-PC package and all documents contained therein, including, but not limited to, advertising of Request for Proposal, the Instructions to Proposers, Response Requirements, the General Terms and Conditions, the Special Terms and Conditions, Insurance, Scope of Work, the General Conditions of the Construction Contract, Sample Forms, Drawings, any Special Conditions (as revised), any Supplementary Conditions, all Construction Plans, Plans and Technical Specifications, the RFP and all RFP Forms submitted by the CONTRACTOR (except those provisions of the RFP response not accepted by the OWNER) and any addendum issued by the OWNER (collectively, the "RFP"). All said documents and provisions contained therein shall be binding contractual provisions. In the event of a conflict between the terms and conditions of this Contract and the terms and conditions contained in the RFP, the terms and conditions of this Contract shall control.

2. Total Contract Price

The total contract price shall be Eleven Million Two Hundred Forty-Seven Thousand Nine Hundred Eighteen Dollars and Sixty-Four Cents (\$11,247,918.64) payable to Contractor as provided in Article 9 – Payments and Completion of the General Conditions, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

Notwithstanding anything stated to the contrary in the Contract Documents, CONTRACTOR reserves the right to propose to engage in value engineering, offer alternates, substitutions, modifications or phasing changes: (i) only to the extent CONTRACTOR documents subject cost increases in excess of 5% from the date of execution of this Agreement, and (ii) so long as such changes do not materially affect the originally intended design and quality, meet all applicable Florida Building Code requirements, and do not impact the items for which Siemens is responsible as a subcontractor to CONTRACTOR. Such proposals shall be in writing to the City and the City's designated design/construction administration consultant for the project ("Design Consultant"), and, in consultation with the Design Consultant that the proposal meets the conditions of this Article, shall be subject to the CITY's approval, which the City shall not unreasonably deny.

3. Term

This Contract shall take effect upon execution by the parties and shall continue until Final Completion of the Work, unless terminated earlier as provided herein (the "Term"). Time is of the essence for all obligations of Contractor under the Contract Documents.

4. Final Completion

The Contractor shall complete the Work and achieve Substantial Completion in accordance with the Contract terms and conditions within Six Hundred (600) calendar days of the City's issuance of the Notice to Proceed and shall achieve Final Completion in accordance with the Contract terms and conditions within One Hundred and Twenty (120) calendar days from Substantial Completion for a total of Seven Hundred and Twenty (720) calendar days from the City's issuance of the Notice to Proceed (the "Final Completion Date").

5. Payment of Subcontractors

CONTRACTOR shall ensure that all subcontractors, laborers, or other providers of goods and services are paid in full for services properly rendered in accordance with applicable law. This shall be the full responsibility of the CONTRACTOR and a requirement for payment.

6. Progress Payments

Based upon application for payment submitted to the OWNER, by CONTRACTOR, the OWNER shall make progress payments on account of the contract sum as set forth in Section 9 of the General Conditions of the Construction Contract, which is included as part of the Contract Documents.

6.1 No progress payments shall be made more often than thirty (30) day cycles. The first thirty (30) day cycle shall begin thirty (30) calendar days after Commencement of construction and continue thereafter in thirty (30) day intervals.

6.2 Each application for payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall fairly allocate the contract sum among the various portions of the Work and be prepared by the CONTRACTOR but must be approved in writing by the OWNER. In case the OWNER and CONTRACTOR cannot agree on a schedule of values, the OWNER shall determine the schedule of values to be used.

6.3 Five percent (5%) retainage shall be withheld from each payment. However, OWNER may still withhold amounts representing Work, which OWNER deems incomplete or inconsistent with the Contract Documents or unsatisfactory, or the amount of any unsettled claims or withhold amounts set forth in the General Conditions.

6.4 All applications for payment shall contain an affidavit from CONTRACTOR that all subcontractors, laborers, material men, and other providers of services have been paid in full for services to date. The OWNER may also request other assurances from the CONTRACTOR, including, but not limited to full or partial releases or waiver of liens.

7. Audit Right and Retention of Records

OWNER shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR 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, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to OWNER in written form. CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by OWNER, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8. Termination

The termination provisions applicable to this Contract are as set forth in Section 14 of the General Condition for the Construction Contract.

9. Indemnification

9.1 General Indemnification. The Contractor shall indemnify, defend and hold harmless and at Owner's option, pay for an attorney selected by Owner, to defend the Owner and the Owner's Consultant, Engineer, Attorneys and assigns and their officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract.

9.2 Indemnification for Construction Contracts. In the event that the performance of services under this Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as may be amended from time to time, the following indemnification shall apply in lieu of Paragraph 14.1 above: To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor

hereby agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents.

- 9.3 The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 9.4 The obligations of the Contractor under the Contract shall not extend to the liability of the Consultant, the Consultant's subconsultants, and agents and employees or any of them arising out of (1) the Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's subconsultants, and agents and employees of any of them.
- 9.5 The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the Owner or its respective officers, employees, agents and instrumentalities as required herein. Contractor acknowledges that specific consideration has been paid or will be paid under this Contract for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity. The provisions of this Article shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Owner, any sums due Contractor under this Contract may be retained by Owner until all of Owner's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.
- 9.6 The Contractor agrees to defend, hold harmless and indemnify the Owner and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Owner, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Owner's Representative. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination or demotion of such Contractor's personnel.
- 9.7. Nothing in this Contract 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.

10. Patent and Copyright Indemnification

- 10.1 The Contractor warrants that all Work furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.

- 10.2 The Contractor shall be liable and responsible for any and all claims made against the Owner for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work. furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Owner and defend any action brought against the Owner with respect to any claim, demand, cause of action, debt, or liability.
- 10.3 In the event any Work or anything provided to the Owner hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Owner's option, to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Owner, at the Contractor's expense, the rights to use the item(s).
- 10.4 The Contractor shall be solely responsible for determining and informing the Owner whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction, which may prohibit it from performing Work hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The Owner Representative may reject any Work that it believes to be the subject of any such litigation or injunction, or if, in the Owner Representative's judgment, use thereof would delay the Work or be unlawful.
- 10.5 The Contractor shall not infringe upon any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

11. Nondiscrimination

Any supplier or contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, ancestry, color, religion, sex, marital status, disability or national origin, nor otherwise commit an unfair employment practice. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, ancestry, religion, sex, marital status, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.

12. Compliance with Applicable Laws

Contractor shall comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Work performed under

this Contract. The Contractor acknowledges familiarity with the laws that may be applicable to the Work.

13. Substitution of Personnel

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Owner's Representative in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, under urgent circumstances, such substitution can be implemented immediately with the Owner's Representative approval.

14. Successors and Assignments

The Owner and Contractor respectively bind themselves, their successors and assigns to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Owner, which may be withheld in the Owner's sole discretion.

15. Notice Requirements

Any notices required under this Contract shall be provided in writing and either hand-delivered or sent by a nationally recognized overnight courier to the addresses of the parties stated below:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Justen Shiff, President
Shiff Construction & Development, Inc.
180 SW 6th Street
Pompano Beach, FL 33060

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

By _____
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal)

(Name of Corporation)

By _____

(Signature)

(Type Name/Title Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY EXECUTED CONTRACTS FOR DISTRIBUTION.

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. CONTRACTOR DEFAULT; TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1 GENERAL PROVISIONS

1.1 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles and identified references to Articles, Sections and Paragraphs in the document.

1.2 INTERPRETATION

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 DEFINITION OF CONTRACT TERMS

- a. **Allowance** is the Contractor's cost for materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
- b. **Change Order** is a written instrument prepared by the Consultant and signed by the Contractor and approved by the Owner.
- c. **Claim** is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief pursuant to the Contract. The term "Claim" also includes other disputes and matters between the Owner, Consultant or Contractor arising out of or relating to the Contract.
- d. **Construction Change Directive** is a written order prepared and signed by the Consultant and approved by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
- e. **Consultant** is the person or corporation identified in the Contract between Owner and Contractor and on the Project Data Sheet.
- f. **Contract Days** shall mean consecutive calendar days unless otherwise specifically defined.
- g. **Contract Documents** represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Unless specifically enumerated in the Contract, the Contract Documents includes but is not limited to, advertising of Requests for Proposals, Response Requirements, the General Terms and Conditions of the Request for Proposals, the Special Terms and Conditions, Insurance, Scope of Work, the General Conditions of the Construction Contract, sample forms, Drawings, any special conditions (as revised), any supplementary conditions, all Construction Plans, plans and technical specifications and the RFP and all RFP Forms submitted by the Contractor (except those provisions of the RFP response not accepted by the OWNER) and any addendum issued by the OWNER. All said documents and provisions contained therein shall be binding contractual provisions.

- h. **Contract Sum** is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- i. **Contract Time** the number of days, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- j. **Contractor** is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- k. **Consultant or Project Consultant** is the individual or entity identified in the Contract Documents as the Project Consultant.
- l. **Date of Commencement** of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the Contractor or by persons or entities for which the Contractor is responsible.
- m. **Default** shall mean any action or omission that may result in termination of the Contract by the Owner.
- n. **Drawings** are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings.
- o. **Fifty (50) percent completion** is the point at which the Owner has expended 50 percent of the total cost of the Work as identified in the Contract Documents together with all costs associated with existing change orders and other additions or modifications to the Work provided for in the Contract Documents.
- p. **Final Completion** is the complete performance of the Work required in accordance with the Contract Documents.
- q. **Mobilization** is to perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for equipment, supplies, and incidentals directly related to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, security measures, and sanitary and other facilities, including the costs of bonds and required insurance for the start of the work and excluding the cost of construction materials.
- r. **Modification** is a written amendment to the Contract signed by the Owner, Consultant and/or Contractor.
- s. **Notice to Proceed** is a written notice given by Owner to Contractor authorizing the Contractor to proceed with the Work.
- t. **Own Forces** shall mean the Owner's employees, consultants and independent contractors that perform Work on the Owner's behalf under a separate agreement.
- u. **Owner** is the City of Deerfield Beach.
- v. **Owner's Representative** is the City Manager or his/her designee.

- w. **Product Data** are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- x. **Project** is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- y. **Project Manual** This includes the Notice to Proposers, Instructions to Proposers, RFP Form, Contractor's Qualification Statement, Bid Security/Bond, Addenda, Contract, General Conditions, Supplemental Conditions, Bonds, Certification of Payment Forms, Consent of Surety, Project Record Documents Checklist, Specifications and Drawings, all of which shall also constitute the bidding documents.
- z. **Samples** are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- aa. **Shop Drawings** are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the Work.
- bb. **Specifications** are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- cc. **Subcontractor** is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the Project 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. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- dd. **Substantial Completion** is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for its intended use.
- ee. **Sub-subcontractor** is a person or entity that has a direct or indirect Contract with a Subcontractor to perform a portion of the work at the Project site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.
- ff. **Supplier** is a person or entity that provides equipment and/or materials to the Contractor or Subcontractors for use and/or incorporation into the Project.
- gg. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.4 EXECUTION, CORRELATION AND INTENT

- A. The Contract Documents shall be signed by the Owner and Contractor as provided in this Contract. This Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the Owner and a Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or Suppliers or (3) between any persons or entities other than the Owner and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.
- B. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- C. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- D. Organization of the Specifications into division, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- E. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- F. Upon completion of construction, Contractor shall provide the City with one original print and a CADD disk of as-built additions to the Project.

1.5 **OWNERSHIP AND USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

The Drawings, Specifications and other documents prepared by the Consultant are instruments of the Consultant's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment Supplier shall own or claim a copyright in the Drawings, Specifications and other Documents prepared by the Consultant, and unless otherwise indicated, the Consultant shall be deemed the author of them and Owner will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Consultant, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment Supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Consultant. The Contractor, Subcontractors, Sub-subcontractors

and material or equipment Suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Consultant appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Consultant. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Consultant's copyright or other reserved rights.

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ARTICLE 2
OWNER'S RESPONSIBILITIES

- 2.1 Except for permits and fees, which are the responsibility of the Contractor as provided in the Contract Documents, the Owner shall secure and pay for necessary easements. To the extent they cannot be waived, City permitting fees associated with the Project shall be the responsibility of the City.
- 2.2 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.
- 2.3 Unless otherwise provided in the Contract Documents, after the contract is executed between the parties, the Contractor will be furnished, free of charge, three (3) copies of Drawings and Project Manuals as are necessary for execution of the Work.
- 2.4 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors,) Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.5 **OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed by the Owner's Representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Paragraph 6.1.C.

2.6 **OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents with due diligence and fails to provide a schedule of repairs and commence the repairs within a period of time, to be determined by the City in its sole discretion, after receipt of written notice from the Owner, the Owner may after such period of time, without prejudice to other remedies the Owner may have, withhold progress payments until the Contractor substantially completes the repairs cited in the Owner's notice. If the Contractor fails to substantially complete the repairs, the Owner may contract with another contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor's failure to substantially complete the repairs may, at the Owner's sole discretion, be a reasonable basis for the Owner to terminate the contract.

2.7 **OWNER'S RIGHT TO PERFORM WORK AT THE SITE**

- A. The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and the Contractor's Work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of any work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

- B. If any part of the Contractor's Work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work; except as to defects which may subsequently become apparent in such work performed by others.

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ARTICLE 3
CONTRACTOR'S RESPONSIBILITIES

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner and Consultant all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Owner and Consultant. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner and Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs attributable to the correction.
- B. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner and Consultant at once.
- C. The Contractor shall perform the Work in accordance with the Contract Documents and submittals.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents specifically provide otherwise.
- B. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a Contract with the Contractor.
- C. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- D. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3 SIGNATORY

- A. Certification of Payment and all other written communications to the Owner shall be signed by the individual whose name appears on the Contract between the Owner and Contractor.
- B. Certifications of Payment not bearing the proper signatory shall be rejected by the Owner.

3.4 COMMUNICATION

The Contractor shall employ and maintain on the Project site at all times supervisory personnel fluent in English who can effectively communicate with the Owner and Consultant. The Owner shall have the right to determine whether the supervisory personnel's ability to communicate is effective.

3.5 EMERGENCY SITUATIONS

The Contractor shall furnish the Owner the name(s) and local telephone numbers(s) of supervisory persons who are available 24 hours per day, 7 days a week (including holidays) in the event of an emergency related to the Project.

3.6 TELEPHONE, COMPUTER AND E-MAIL ADDRESS

The Contractor, through the course of the Project shall maintain an e-mail address, a local telephone number to his office and to the Project site personnel. The Contractor through the course of the Project shall maintain the use of a computer at Contractor's office.

3.7 LABOR AND MATERIALS

- A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B. The Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors and their employees and all other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.8 WARRANTY

The Contractor warrants to the Owner and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall

furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the Owner's name and for its sole benefit.

3.9 TAXES

The Contractor shall secure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall include and pay all state and local sales, consumer and use taxes.

3.10 PERMITS, FEES AND NOTICES

- A. The Contractor shall be responsible for securing all Federal, State, County, Municipal and Special Taxing District permits applicable to this Project.
- B. The Contractor shall be responsible for payment of Federal, State, County, Municipal and Special Taxing District permit fees applicable to this Project.
- C. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
- D. It is not the Contractor's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly provide written notice to the Owner and Consultant of the necessary changes. The necessary changes will be made by the appropriate Modification document.
- E. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner and Consultant, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.11 ALLOWANCES

- A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.
- B. Unless otherwise provided in the Contract Documents:
 - 1. Materials and equipment under an Allowance shall be selected promptly by the Owner to avoid delay in the Work;
 - 2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowances;
 - 3. Whenever costs are more or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall

reflect (1) the difference between actual costs and the Allowances under Paragraph 3.11 and (2) changes in Contractor's costs under provision (2) of this section.

3.12 SUPERINTENDENT

- A. The Contractor shall employ a competent Superintendent, who is conversant in the English language, and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. All communications shall be confirmed in writing. The name of the Superintendent shall be supplied to the Owner and Consultant in writing prior to commencing Work.
- B. The Superintendent shall possess the necessary knowledge and skills to effectively communicate with the Owner and Consultant. The Owner shall have the right to determine whether the Superintendent's communication is effective.

3.13 CONTRACTOR'S CONSTRUCTION SCHEDULES

- A. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits contained in the Contract Documents. It shall identify significant milestones including long lead items and critical path supplies, shall denote achievement or delays of critical milestones as relate to the ability to complete the Project, according to the Contract Documents and shall be updated and distributed at regular intervals as required by the conditions of the Project. The schedule shall be related to the entire Project and shall provide for expeditious and practicable execution of the Work.
- B. The Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittals that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.
- C. The Contractor shall conform to the most recent schedules.

3.14 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner, one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These items shall be available to the Owner and Consultant and shall be delivered to the Consultant for submittal to the Owner upon completion of the Work.

3.15 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given, and the design concept expressed in the Contract Documents. Review by the Consultant is subject to the limitations of Paragraph 4.2. (G).

- B. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without actions.
- C. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Consultant has approved the respective submittal. Such Work shall be in accordance with approved submittals.
- D. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor 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 Work and of the Contract Documents.
- E. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals regardless of whether the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.
- F. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals.
- G. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.
- H. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.16 **USE OF SITE**

- A. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.
- B. The Contractor shall maintain the Project site in a safe manner and shall take extreme care to avoid attractive nuisances and hazards to the public. The construction area shall be secured from unauthorized and/or inadvertent entry at all times.

- C. The Contractor shall be permitted to store materials limited to this Project only on the Project site. Materials for Contractor's other projects shall not be permitted at the Project site. All materials stored at the Project site by the Contractor shall be in a safe manner and not obstructing the use of the site.
- D. The Contractor shall be solely responsible for security of materials stored by him at the Project site.

3.17 TEMPORARY FACILITIES

A. Temporary Restrooms

The Contractor shall be responsible for providing and removing temporary restrooms for all Contractor's/Sub-contractors' personnel. Use of the Owner's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by construction personnel and workers shall not be permitted.

B. Temporary Electric

1. The Contractor shall be responsible to bring, connect, disconnect and remove any temporary electric service to the Project site.
2. The Contractor shall be responsible to pay all connection and monthly electric charges billed by FPL.

C. Temporary Water and Sewer

1. The Contractor shall be responsible to bring, connect, disconnect and remove any temporary water and sewer services to the construction site.
2. The Contractor shall be responsible to pay all connection and monthly service charges billed by the utility provider, inclusive of hydrant meter rentals.

D. Temporary Structures

1. The Contractor shall be responsible for providing and removing a temporary trailer that has been approved by the Owner. In the trailer the Contractor shall provide, for the duration of the Work, a suitable lockable office for the Field Construction Manager and other designated personnel.
2. The Contractor shall seek the Owner's permission for the placement of any temporary structures on the Project site and shall be responsible for the removal of those that may be permitted.
3. The Contractor shall be responsible for obtaining any and all applicable permits for and prior to the placement of a temporary structure on the job site.
4. Temporary structures shall be placed in accordance with all applicable Federal, State, County, Special District and Municipal codes and ordinances.

3.18 CUTTING AND PATCHING

- A. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- B. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.19 **CLEANING UP**

- A. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- B. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be charged to the Contractor.
- C. The Contractor shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of construction.
- D. The Contractor shall not be permitted to use the Owner's solid waste facilities.
- E. The Site includes the immediate area of the Site, ingress and egress routes through Owner's property (City Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the Owner's adjacent property. The Contractor is responsible for providing a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the Owner provides the means to clean or remove such debris or spillage from ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the Owner.
- F. Temporary restoration of asphalt pavement and other surfaces disturbed by the work shall occur the same day that work has been completed within the disturbed area.
- G. Permanent restoration of paved areas shall not occur prior to pipes being tested for leaks and construction within the disturbed pavement area being completed and inspections approved, but not later than 10 working days after completion of these items. For a project with multiple sites throughout the CITY, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.
- H. All other areas disturbed by the work shall be restored, within 10 working days of completion of construction at the contractor's expense, to a condition equal to or better than that of the surrounding adjacent areas, with materials matching the surrounding adjacent materials. For a project with multiple sites throughout the

CITY, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

3.20 ACCESS TO WORK

The Contractor shall provide the Owner and Consultant access to the Work in preparation and progress wherever located.

3.21 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Consultant harmless from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers are required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant.

3.22 INDEMNIFICATION

- A. **General Indemnification.** The Contractor shall indemnify, defend and hold harmless and at Owner's option, pay for an attorney selected by Owner, to defend the Owner and the Owner's Consultant, Engineer, Attorneys and assigns and their officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract.
- B. **Indemnification for Construction Contracts.** In the event that the performance of services under this Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as may be amended from time to time, the following indemnification shall apply in lieu of Paragraph A. above.

To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor hereby agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents.

- C. The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. The obligations of the Contractor under the Contract shall not extend to the liability of the Consultant, the Consultant's subconsultants, and agents and employees or any of them arising out of (1) the Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's subconsultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

3.23 RIGHT TO AUDIT PROVISIONS

- A. Contractor's records which shall include, but not be limited to, accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful Proposers), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Contract shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of Contractor's payees pursuant to the execution of the Contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.
- B. Contractor shall retain such records in accordance with applicable local, state and federal law, and Owner and Owner's agent or authorized representatives shall have access to such records for the purpose of such audits, inspections, examinations and evaluations from the effective date of the Contract through the applicable retention time period.
- C. Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirement hereof in any written agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all related payees' costs from amounts payable to the Contractor pursuant to this contract.
- D. If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

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ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 CONSULTANT

- A. Duties, responsibilities and limitation of authority of the Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner.
- B. In case of termination of employment of the Consultant, the Owner shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.

4.2 CONSULTANT'S ADMINISTRATION OF THE CONTRACT

- A. The City has contracted with Consultant so that the Consultant shall provide administration of the Contract as described in the Contract Documents and shall be the Owner's representative (1) during construction (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Consultant will advise and consult with the Owner. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
- B. The Consultant shall have access to the site at intervals appropriate to the state of construction to inspect progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, shall be in accordance with the Contract Documents. The Consultant shall be required to make on-site inspections to check quality and/or quantity of the Work. On the basis of on-site inspections, the Consultant shall keep the Owner informed of progress of the Work and shall guard the Owner against defects and deficiencies in the Work.
- C. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 3. The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents except as otherwise provided herein. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work except as otherwise provided herein.

- D. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Consultant. Communications by and with the Consultant's subconsultants shall be through the Consultant. Communications by and with Subcontractors and material Suppliers shall be through the Contractor. Communications by and with separate Consultants shall be through the Owner.
- E. Based on the Consultant's inspection and evaluation of the Contractor's Applications for Payment, the Consultant shall review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- F. City has granted to the Consultant authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant shall have authority to require additional inspection or testing of the Work in accordance with Paragraphs 13.6. (B) and (C), whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment Suppliers, their agents or employees, or other persons performing portions of the Work.
- G. City has granted to the Consultant authority to review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Article 3. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- H. City has granted to the Consultant authority to prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Paragraph 7.4.
- I. City has granted to the Consultant authority to conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contractor and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

- J. If the Owner and Consultant agree, the Consultant shall provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- K. City has granted to the Consultant authority to interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor, The Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with the Paragraph 4.2, then delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 15 days after written request is made for them.
- L. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Consultant shall endeavor to secure faithful performance by the Contractor.

4.3 CLAIMS AND DISPUTES

- A. **Responsibility for making a Claim.** The responsibility to substantiate Claims shall rest with the party making the Claim. All Claims must be made in writing and addressed to the Owner and/or the Owner's Representative.
- B. **Process for Resolving a Claim.** Any and all Claims made by the Contractor shall be submitted to the Consultant. The Consultant shall review the Claim and make a recommendation to the Owner. The Owner shall render a final decision on regarding the Claim. A decision by the Owner shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed.
- C. **Time Limits on Claims.** Claims by the Contractor must be made within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Consultant, Contractor or their subcontractors must be made by written notice to the Owner. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.
- D. **Continuing Contract Performance.** Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- E. **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the Project site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents

or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, shall recommend to the Contractor, with the Owner's approval, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Owner for final determination.

- F. **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceedings to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Consultant (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Consultant, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, Claim shall be filed in accordance with the procedure established herein.
- G. **Claims for Additional Time.**
1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
 2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- H. **Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Paragraphs 4.3. (F) or (G).

4.4 RESOLUTION OF CLAIMS AND DISPUTES

- A. The Consultant shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Consultant expects to take action, (3) suggest a compromise. The Consultant may, at the Owner's direction, notify the surety, if any, of the nature and amount of the Claim. The Consultant shall notify the Owner or the Claimant. The Owner shall make the final determination of whether to pay or dispute the Contractor's Claim.
- B. If a Claim has been resolved, the Consultant shall prepare or obtain appropriate documentation.
- C. If a Claim has not been resolved, the party making the Claim shall, within ten days after the Consultant's preliminary response, take one or more of the following actions; (1) submit additional supporting data requested by the Consultant (2) modify the initial Claim or (3) notify the Consultant that the initial Claim stands.
- D. The Consultant shall notify the parties in writing of the Owner's decision within seven days of receipt of (1) additional supporting data or, (2) a request to modify the initial Claim or (3) that the initial Claim stands, and the Owner's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Consultant shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Consultant may, at the Owner's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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ARTICLE 5
SUBCONTRACTORS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- A. Unless otherwise stated in the Contract Documents or the solicitation requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Consultant the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Consultant shall within 30 days reply to the Contractor in writing stating whether or not the Owner or the Consultant, after due investigation, objects to any such proposed person or entity.
- B. The Contractor shall not contract with a proposed person or entity which the Owner or Consultant has made an objection. The Contractor shall not be required to contract with anyone with whom the Contractor has an objection.
- C. If the Owner or Consultant has objection to a person or entity proposed by the Contractor, the Contractor shall propose another with whom the Owner or Consultant has no objection.
- D. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Consultant makes objection to such change.
- E. The Contractor shall be responsible and liable to the Owner for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Contract.

5.2 SUBCONTRACTUAL RELATIONS

By appropriate written agreement the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the

proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3 **CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

- A. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:
1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Sub-contractor in writing; and
 2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- A. The Owner reserves the right to perform construction or operations related to the Project with the Owner's Own Forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor may make such Claim as provided in this Contract.
- B. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.
- C. The Owner shall provide for coordination of the activities of the Owner's Own Forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

- A. The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- B. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report apparent discrepancies shall constitute an acknowledgement that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- C. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

- D. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to complete or partially complete construction or to property of the Owner or separate contractors as provided in Paragraph 10.2. (E).
- E. Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

6.3 **OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.19, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

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ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

- A. Changes in the Work may be accomplished after execution of the Contract only by written Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- B. A Change Order shall be based upon agreement among the Owner, Contractor and Consultant; a Construction Change Directive requires agreement by the Owner and Consultant and may or may not be agreed to by the Contractor; the Consultant alone may issue an order for a minor change in the Work.
- C. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.2 CHANGE ORDERS

- A. A Change Order is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant, stating their agreement upon all of the following:
 - 1. a change in the Work;
 - 2. the amount of the adjustment in the Contract Sum, if any.
 - 3. the extent of the adjustment in the Contract Time, if any.
- B. **Overhead and Profit**
 - 1. Job Site Overhead
 - a) Subcontractor: Including supervision and the furnishings, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for by adding an amount equal to five percent (5%) of the sum of material costs and rentals. There shall be no compensation for any non-job site overhead, expenses or costs.

- b) General Contractor: Including general supervision and the furnishings, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of Contractor's subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs and labor costs and rentals. There shall be no compensation for any non-job site overhead, expenses or costs.

2. Profit

- a) Subcontractor may then be added by the subcontractor to the above material costs and labor costs, including the job site overhead allowance, at the rate of 10 percent (10%) of the sum of those costs.
- b) General Contractor may then be added by the Contractor to the above material costs and labor costs, including the job site overhead allowance, at the rate of five percent (5%) of the sum of those costs.

- C. Bond Allowance for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.
- D. Methods used in determining adjustments to the Contract Sum may include those listed in Paragraph 7.3. (C).
- E. Should the Contractor and Owner fail to agree as to the necessity of a Change Order, the matter will be referred to the Consultant for determination. Pending final determination of such a dispute, the Contractor shall proceed with the performance of the Contract.

7.3 **CONSTRUCTION CHANGE DIRECTIVES**

- A. The Owner may by Construction Change Directive, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

- C. A Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods;
1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 2. unit prices stated in the Contract Documents or subsequently agreed upon;
 3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 4. as provided in Paragraph 7.3(F).
- D. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Consultant of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- E. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Paragraph 7.3(C), the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to the following:
1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 2. costs of materials, supplies and equipment including cost of transportation, whether incorporated or consumed;
 3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

5. additional costs of supervision and field officer personnel directly attributable to the change.
- G. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Consultant. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to the change.
- H. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Consultant for determination.
- I. When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Contractor shall carry out such written orders promptly.

7.5 CLAIMS SUBMITTAL PROCEDURES

Written notice stating the general nature of each claim shall be delivered by the party making the claim to the Consultant and all of the parties to the Contract promptly, but in no event later than 30 calendar days after the start of the event giving rise to the claim. The party making the claim shall have the responsibility to substantiate the claim. Notice of the amount of the claim or extent of the claim, with sufficient supporting data shall be delivered to the Consultant and all of the parties to the Contract within 60 calendar days after the start of the event, unless Consultant or the other party allows additional time for claimant to submit additional or more accurate data in support of such claim. Should Contractor fail to comply with the time limits described in this Section, Owner shall have the right to deny payment for the Change Order.

ARTICLE 8
TIME

8.1 PROGRESS AND COMPLETION

- A. Time limits stated in the Contract Documents are essential to the Contract. By executing the Contract, the Contractor confirms that the Contract time is a reasonable period for performing the Work.
- B. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- C. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Consultant, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending litigation, or by other causes which the Consultant and Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner and Consultant may determine.
- B. Claims relating to time shall be made in accordance with applicable provisions of Paragraphs 4.3 and 7.5.
- C. An extension of time shall be Contractor's sole remedy for any delays; there shall be no claim to damages against Owner by Contractor for delays of any nature.

[Contract Time shall not be adjusted for adverse weather unless the number of adverse weather days exceeds that of any documented average number of monthly adverse weather-related events.]

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ARTICLE 9
PAYMENTS AND COMPLETION

9.1 SCHEDULE OF VALUES

Before the first Application for Payment, the Contractor shall submit to the Consultant a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner and Consultant may require. This schedule, once approved by the Owner, shall be used as a base line schedule of values for all of the reviewing of the Contractor's Applications for Payment.

9.2 MOBILIZATION PAYMENT

- A. Basis of Payment. When the RFP includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the Contract lump sum price for the item of Mobilization.
- B. Partial Payments. When the RFP includes a separate pay item for Mobilization, partial payments will be made hereto in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item*
5	25
10	50
25	75
50	100
* Partial payments for any project will be limited to the applicable retainage amount for that project. Any remaining amount will be paid upon completion of all work on the project.	

The standard retainage, as specified in the Contract Documents will be applied to these allowances. Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract. When more than one project or job is included in the Contract, the above percentages shall apply separately to each job which has a separate pay item for Mobilization. As an exception to partial payments being made based on Percent of Original Contract Amount Earned, the Owner will pay the Contractor the invoice price of the Contract Bond when the Engineer has been furnished with a certified copy of the invoice from the Bonding Company. No other work will be required to receive payment for the Contract Bond included in the RFP price for Mobilization.

- C. When No Separate Item is Included in the RFP. When the RFP does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made.

9.3 APPLICATIONS FOR PAYMENT

- A. At least ten days before the date established for each progress payment, the Contractor shall submit to the Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, such as copies of requisitions from Subcontractors and material Suppliers and reflecting retainage if provided for elsewhere in the Contract Documents.
- B. With each Application for Payment, Contractor shall provide the Consultant with a sworn statement from each and every Supplier, Subcontractor and Sub-subcontractors that the Contractor has paid for any and all materials, equipment and Work itemized in the prior application as being supplied and/or performed by the Supplier, Subcontractor and sub-subcontractors.
- C. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material Supplier because of a dispute or other reason.
- D. The Owner shall only pay for materials satisfactorily incorporated into the Work and shall not pay for materials stored at the Project site or elsewhere.
- E. Once any material is satisfactorily incorporated into the Work and paid for by the Owner, it shall not be removed from the Work, except upon written approval by the Owner. It shall be the Contractor's sole responsibility to properly secure, cover and prevent the materials from being damaged, destroyed or stolen. If such materials should become damaged, destroyed or stolen, it shall be the Contractor's sole responsibility to replace such materials. No Applications for Payment shall be submitted, nor payments made based on the value of materials stored.
- F. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of claims, security interests or encumbrances in favor of the Contractor, Subcontractor's material Suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- G. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Specifications, addenda, written amendments, Change Orders, Work, change directives, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved

Shop Drawings will be available to the Owner and Consultant for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to the Consultant for the Owner.

9.4 CERTIFICATIONS OF PAYMENT

- A. After receipt of the Contractor's Application for Payment, Consultant shall either issue to the Owner a Certification of Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or within twenty (20) business days after receipt of the Contractor's Application for Payment, notify the Contractor and Owner in writing of the Consultant's reasons for withholding certification in whole or in part. If Certification of Payment has been issued by the Consultant, payment is due within twenty-five (25) business days after the date on which the payment request or invoice is stamped as received by the Consultant, in accordance with Part VII of Chapter 218, Florida Statutes, as may be amended from time to time, entitled the "Local Government Prompt Payment Act."
- B. The issuance of a Certification of Payment will constitute a representation by the Owner, based on the Consultant's inspection/observations at the Project site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of a Certification of Payment entitles the Contractor to payment in the amount certified.

9.5 DECISION TO WITHHOLD CERTIFICATION

- A. The Consultant may decide not to certify payment and may withhold a Certification of Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Consultant's opinion the representations to the Owner required by Paragraph 9.4 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and Owner as provided in Paragraph 9.4 (B) If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the Owner. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certification of Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the Owner from loss because of:

- 1. defective Work not remedied;

2. third party claims filed or reasonable evidence indicating probable filing of such claims;
 3. failure of the Contractor to make payments properly to Suppliers, Subcontractors, Sub-subcontractors for labor, materials or equipment;
 4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 5. damage to the Owner or another contractor;
 6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 7. persistent failure to carry out the Work in accordance with the Contract Documents.
- B. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- C. If a Contractor's Application for Payment is rejected as described herein, and the Contractor submits a corrected Application for Payment which corrects the deficiency specified in writing by the Consultant, the corrected Application for Payment must be paid or rejected on the later of, 10 business days after the corrected Application for Payment is received, or if the Owner is required by ordinance, charter or law to approve or reject the corrected Application for Payment, the first business day after the next regularly scheduled City Commission meeting held after the corrected Application for Payment is received.
- D. If a dispute between the Owner and the Contractor concerning an Application for Payment, cannot be resolved by the procedure set forth above, the dispute shall be resolved in accordance with the following dispute resolution policy: Proceedings to resolve the dispute shall be commenced no later than 45 days after the date on which the Application for Payment was received and shall be concluded by final decision of the Owner not later than 60 days after the date on which the Application for Payment was received. If the dispute is resolved in favor of the Owner, interest charges shall begin to accrue 15 days after the Owner's final decision. If the dispute is resolved in favor of the Contractor, interest shall begin to accrue as of the original date the payment became due.

9.6 **PROGRESS PAYMENTS**

- A. In accordance with Part VII of Chapter 218, Florida Statutes, as may be amended from time to time, entitled the "Local Government Prompt Payment Act," the Contractor shall promptly pay each Supplier, Subcontractor, and Sub-

subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such portion of the Work, the amount to which said Supplier, Subcontractor, and Sub-subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall require each Subcontractor to make payments to Sub-subcontractors in similar manner.

- B. The Consultant will, on request, furnish to a Subcontractor and/or Sub-subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Consultant and Owner on account of portions of the Work done by such Subcontractor or Sub-subcontractor.
- C. Neither the Owner nor Consultant shall have an obligation to pay the Subcontractor except as may otherwise be required by law.
- D. A Certification of Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 **SUBSTANTIAL COMPLETION**

- A. In accordance with Part VII of Chapter 218, Florida Statutes, as may be amended from time to time, entitled the "Local Government Prompt Payment Act," within thirty (30) calendar days after reaching Substantial Completion of the Work or a portion thereof which the Owner agrees to accept separately, the Owner shall develop a list of items required to render complete, satisfactory and acceptable the Work and shall review the list with the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all Work pursuant to the Contract Documents. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed, Owner may continue to withhold an amount not to exceed 150% of the total costs to complete such items. When the Work or designated portion thereof is substantially complete, the Consultant will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Said warranties are in addition to the warranty provisions provided in Paragraph 3.8. The Certificate of Substantial Completion shall be submitted to the Owner for its written acceptance of responsibilities assigned to them in such certificate.
- B. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Consultant, the Owner shall

make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.8 PARTIAL OCCUPANCY OR USE

- A. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Consultant. Consent to the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the work shall be determined by written agreement between the Owner and Contractor, or if no agreement is reached, by decision of the Consultant.
- B. Immediately prior to such partial occupancy or use, the Owner, Contractor and Consultant shall 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.
- C. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

- A. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon a receipt of a final Application for Payment, the Consultant will promptly make such inspection and, when the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certification of Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Consultant's final Certification of Payment will constitute a further representation that conditions listed in this Article as precedent to the Contractor's being entitled to final payment have been fulfilled.
- B. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for

which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim. If such claim remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorney's fees.

- C. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Consultant so confirms, the Owner shall upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- D. Acceptance of final payment by the Contractor, Subcontractors, Sub-subcontractor, and Suppliers shall 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.
- E. A completed and City approved Project Record Documents precedes release of a Final payment.

9.10 Liquidated Damages

- A. Owner and Contractor acknowledge that time is of the essence with respect to the Contract Documents and Owner would suffer financial loss if the Work is not completed within the time specified in the Construction Schedule, subject to adjustments of the Contract Time as provided in the Contract Documents. Owner and Contractor also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by Owner if the Work is not completed on time. Accordingly, in lieu of requiring any such proof, Owner and Contractor hereby agree that, as liquidated damages for delay

caused by Contractor, or subcontractors, agents or suppliers of Contractor, or any other cause within the control of Contractor that causes a delay in achieving Final Completion within the time specified in Construction Schedule ("Contractor Delay"), Contractor shall pay Owner, in addition to any other damages and/or remedies to which Owner may be entitled, the amount of Five Hundred Dollars (\$500.00) per day for each calendar day within the first fifteen (15) days after the Final Completion Date where the Contractor fails to reach Final Completion in accordance with the Contract Documents. For each calendar day after the first fifteen (15) days following the Final Completion Date there the Contractor fails to reach final completion in accordance with the Contract Documents, the City shall be entitled to One Thousand Dollars (\$1,000.00) for each calendar day until the Contractor achieves Final Completion. Owner and Contractor further agree that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the Owner due to delay, the Contractor acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of the Contract Documents.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. In the event the Contractor encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.
- C. The Contractor shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

10.2 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees at the Project site and other persons who may be affected thereby;
 - a. 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
 - b. Other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.
 - c. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
 - d. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - e. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
 - f. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section 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 under Paragraphs 10.2 (A) except damage or loss attributable to acts or omissions of the Owner or Consultant 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 obligations under Article 3.
 - g. The Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Consultant.
 - h. The Contractor shall not load or permit any part of the construction or Project site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 3.5 and Article 7.

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ARTICLE 11
INSURANCE AND BONDS

11.1 INSURANCE

Contractor shall provide all insurance as specified in the solicitation documents.

11.2 PERFORMANCE BOND, PAYMENT BOND AND WARRANTY BOND

- A. The Owner shall have the right to require the Contractor to furnish security covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- B. Upon the request of any person or entity appearing to be a potential beneficiary of security covering payment of obligations arising under the Contract, the Contractor shall furnish a copy of the bonds or shall permit a copy to be made.

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ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

- A. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's inspection and be replaced at the Contractor's expense without change in the Contract Time.
- B. If a portion of the Work has been covered and the Consultant has not specifically requested to observe the Work prior to its being covered, the Consultant may request to see such Work the Contractor shall uncover it. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

- A. The Contractor shall promptly, in a technically appropriate time period, correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.
- B. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly, in a technically appropriate time period, after receipt of written notice from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition. The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract and shall be in addition to the warranty provisions of this Contract. The Owner shall give such notice after discovery of the condition.

- C. The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- D. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with the Owner's Right to Carry Out the Work provision of this contract. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- E. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- F. Nothing contained in this provision shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. The one-year period in this provision, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Specification or description is intended to establish the type, function, appearance, and quality required. Unless the Specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Consultant for review under the circumstances described below.

1. **“Or-Equal” Items:** If the Consultant determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Consultant as a “or-equal” item, in which case review and approval of the proposed item may, with the Owner’s approval, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. Consultant determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
 - b. Contractor certifies that: (i) there is no increase in cost to the Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.
2. **Substitute Items:**
 - a. If the Consultant determines that the material or equipment proposed by Contractor does not qualify as an “or-equal” item under paragraph 12.3 (A)(1), it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Consultant to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Consultant will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - c. The procedure for review by Consultant will be set forth in this paragraph 12.3 (A)(2)(d), and as the Owner or Consultant may decide is appropriate under the circumstances.
 - d. Contractor shall first make a written application to Consultant for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor’s achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the

Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Consultant in evaluating the proposed substitute item. The Owner or Consultant may require Contractor to furnish additional data about the proposed substitute item.

- B. **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Consultant. Contractor shall submit sufficient information to allow Consultant to determine that the substitute proposed is equivalent to the expressly called for by the Contract Documents. The procedure for review by Consultant will be similar to that provided in subparagraph 12.3 (A)(2).
- C. **Consultant's Evaluation:** Consultant will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 12.3 (A) and (B). No "or-equal" or substitute will be ordered, installed or utilized until Consultant's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or-equal." Owner retains the right to accept or reject any proposed "or-equal" or substitution, regardless of the Consultant's determination. The Consultant will advise Contractor in writing of any negative determination.
- D. **Consultant's Cost Reimbursement:** Consultant will record time required by Consultant and the Consultant's consultants in evaluating substitute proposed or submitted by Contractor pursuant to paragraphs 12.3 (A)(2) and (B) and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. Whether or not Owner or Consultant approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Consultant and Consultant's consultants for evaluating each such proposed substitute.
- E. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW; CONSENT TO JURISDICTION

The law of the State of Florida shall govern the Contract. This contract is not subject to arbitration. Contractor is not entitled to Attorney fees should any portion of this contract be subject to litigation. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Contract. Venue for any action to enforce or related to this Contract shall be in Broward County, Florida, only. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Contract. The parties understand and agree that this waiver is a material contract term.

13.2 ATTORNEY'S FEES

Each party shall bear its own attorney's fees for any litigation related to this Contract.

13.3 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or portion thereof without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.4 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, if delivered at or sent by registered or certified mail to the last business address known to the party giving notice or by facsimile transmission with proof of receipt.

13.5 RIGHTS AND REMEDIES

- A. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.6 TESTS AND INSPECTIONS

- A. 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 shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.
- B. If the Consultant, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear such costs except as otherwise provided.
- C. If such procedures for testing, inspection or approval reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses, and testing expenses.
- D. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly, in a technically appropriate time period, delivered to the Consultant.
- E. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.
- F. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly, in a technically appropriate time period, to avoid unreasonable delay in the Work.
- G. The Consultant's first inspection shall be at no charge to the Contractor; however, the actual costs incurred by the City for any subsequent inspections shall be deducted from the final payment to the Contractor.

13.7 INTEREST

Payments due and unpaid under the Contract Documents shall bear **NO** interest from the date payment is due and are not subject to prejudgment interest, if any matter related to payment becomes an issue litigated between the parties.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

A. As between the Owner and Contractor:

1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
2. **Between Substantial Completion and Final Certification of Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certification of Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certification of Payment; and
3. **After Final Certification of Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.8, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 PUBLIC RECORDS

A. Public Records: Contractor shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract.
4. Upon completion of this Contract or in the event of termination of this Contract by either party, any and all public records relating to this Contract

in the possession of Contractor shall be delivered by Contractor to CITY, at no cost to CITY, within seven days. All records stored electronically by Contractor shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Contract, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Contract by the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS web.clerk@deerfield-beach.com OR MAILING ADDRESS 150 N.E. 2ND AVENUE DEERFIELD BEACH, FL 33441.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

13.10 COVID-19 PANDEMIC OR OTHER PANDEMICS

13.10.1 Contractor acknowledges that at the time of execution of this Contract, there is an ongoing, worldwide pandemic related to COVID-19. This pandemic has resulted in certain restrictions on commerce and has resulted in certain delays or shortages in labor, production and supply of construction labor, materials and or equipment. Contractor represents that in arriving at its contract price and contract time, Contractor has considered present COVID-19 pandemic related impacts, including but not limited to; labor shortages, reduced productivity, government regulations, government shut downs, labor price increases, material and or equipment shortages, material and or equipment delivery delays, material and or equipment availability and material and or equipment price increases. Contractor further agrees that Contractor shall not be entitled to any additional money or time as a result of the present effects due to the COVID-19 pandemic except as otherwise set forth within this Section 13.10. Notwithstanding the above, Contractor has given City a Schedule of Values for materials when it submitted its response to the RFP and should the costs of the items in the Schedule of Values increase as a direct result of COVID-19 by more than eight percent (8%) of the amount set forth in the Schedule of Values submitted with the Contractor's response to the RFP then the Contract Price shall be adjusted to account for the difference in

price. Contractor shall be responsible for providing City written proof that the increase in materials is directly due to COVID-19.

- 13.10.2** Contractor shall have in place a COVID-19 mitigation plan to protect employees and to reduce the impact and spread of COVID-19 at the Project. This includes, but is not limited to, performing Work while socially distanced, requiring the wearing of masks while working, regularly sanitizing high touch areas, and providing appropriate sanitizing stations throughout the Project site.
- 13.10.3** Should there be any change in government COVID-19 regulations by any government or agency with jurisdiction over this Project that impose new regulations applicable to the Project that are not in existence at the time of execution of this Contract, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that the change in government COVID-19 regulations impacted the critical path of this Project. If such new applicable government COVID-19 regulations cause Contractor to incur actual documented hard expenses that cumulatively total over Ten Thousand Dollars (\$10,000.00) then Contractor shall be reimbursed by the City for such documented hard expenses in excess of Ten Thousand Dollars (\$10,000.00). If the cumulative costs Contractor incurs as a result of these changes in government COVID-19 regulations are less than Ten Thousand Dollars (\$10,000.00) then Contractor shall not be entitled to any additional money. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.
- 13.10.4** In the event of a complete Project shutdown by any government or agency with jurisdiction over this Project related to COVID-19, Contractor shall, within seventy-two hours of the shutdown, provide the City with a written, detailed proposed plan for the City's written approval, of which employees (if any) shall remain during the shutdown, which shall be removed from the Project, what demobilization costs must be incurred, and what ongoing general requirements costs must be incurred. Said plan shall also identify all costs that can be mitigated during the time of the COVID-19 shutdown. Contractor shall not be compensated for demobilization costs but shall be compensated for documented remobilization costs. Contractor shall be paid for the reduced general requirements costs and the employees that remain during the shutdown in accordance with the agreed upon plan. Contractor shall be entitled to additional time, but not additional money for time impacts, but only to the extent that Contractor can establish that the Project shutdown impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.
- 13.10.5** Should any employees (including but not limited to Contractor and subcontractor and supplier employees) working on the Project test positive for COVID-19, Contractor shall promptly remove those employees and all with whom they had contact, from the site for the required quarantine period. Said employees shall not be permitted back on site until they have had two (2) negative test results or otherwise comply with the then current and applicable CDC recommendations. During this time, Contractor shall endeavor to bring in replacement employees (at no additional costs to the City) to mitigate the impacts to the Project schedule. Should the reduction in labor result in delays to the critical path of the Project schedule, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that reduction in labor impacted

the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

13.10.6The City and Contractor shall work together at no additional cost to the other, to mitigate all future COVID-19 price impacts and/or delays, including but not limited to supplementing labor due to labor shortages, reducing labor and/or overhead if applicable to mitigate daily losses, and exploring alternative selections to materials that may not be delayed or subject to price increases. No changes in materials shall be permitted unless approved in writing via a Change Order by the City, properly executed in accordance with the Contract Documents.

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ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- A. The Contractor may terminate the Contract if the Work is stopped for a period of (90) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons:
1. issuance of an order of a court or other public authority having jurisdiction;
 2. an act of government, such as a declaration of national emergency, making material unavailable;
 3. because the Consultant has not issued a Certification of Payment and has not notified the Contractor of the reason for withholding certification as provided in Paragraph 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
 4. if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.4 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or
- B. If one of the above reasons exists, the Contractor may, upon 30 additional days written notice to the Owner and Consultant, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead, profit and damages.
- C. If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 30 additional days written notice to the Owner and the Consultant, terminate the Contract and recover from the Owner as provided in Paragraph 14.1.(A).

14.2 CONTRACTOR DEFAULT; OPPORTUNITY TO CURE

A. NOTICE OF DEFAULT; OPPORTUNITY TO CURE

If a Default occurs, in the determination of the Owner, the Owner may so notify the Contractor ("Default Notice"), specifying the basis for such Default, and advising the Contractor that such Default must be cured immediately, or this Contract may be terminated. Notwithstanding, the Owner may, in its sole discretion, allow the Contractor to rectify the Default to the Owner's reasonable satisfaction within a thirty (30) day period. The Owner may grant an additional period of such duration as the Owner shall deem appropriate without waiver of any of the Owner's rights hereunder, so long as the Contractor has commenced curing such Default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Owner prescribes.

B. REMEDIES IN THE EVENT OF A DEFAULT

1. If a Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:
 - a. lost revenues;
 - b. the difference between the cost associated with procuring Work hereunder and the amount actually expended by the Owner for re-procurement of Work, including procurement and administrative costs; and,
 - c. such other direct damages.
 - d. the Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. Owner may also bring any suit or proceeding for specific performance or for an injunction.

14.3 TERMINATION BY THE OWNER

A. TERMINATION BY THE OWNER FOR CAUSE

1. The Owner may terminate the Contract if the Contractor:
 - a. persistently or repeatedly refuses or fails, to supply enough properly skilled workers and/or proper equipment and/or materials, or failure to adhere to the construction schedule established as adjusted from time to time pursuant to the terms of this Contract.
 - b. fails to make payment to Suppliers and/or Subcontractors for equipment, materials or labor in accordance with the respective agreements between the Contractor and the Suppliers and/or Subcontractors;
 - c. disregards laws, ordinance, or rules, regulations or orders of a public authority having jurisdiction; or

- d. fails to cure any Default in a manner consistent with Section 14.2
 - e. otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Owner, upon certification by the Consultant that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
- a. take possession of the Project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - b. accepts assignment of subcontracts; and
 - c. finish the Work by whatever reasonable method the Owner may deem expedient.
3. Prior to the Contractor leaving the Project site, the Contractor shall secure the site and leave it in a safe condition.
4. When the Owner terminates the Contract, the Contractor shall not be entitled to receive any further payment until the Work is finished.
5. All damages, costs and charges incurred by Owner, including compensation for the Consultant's Services, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of said excess. The amount to be paid to the Owner shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of this Contract.
6. If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Owner and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below.

B. TERMINATION BY THE OWNER FOR CONVENIENCE

This Contract may be terminated for convenience by Owner upon thirty (30) days written notice to Contractor, and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all acceptable work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for work/services or profit for such work/services, which have not been performed.

C. RECEIPT OF NOTICE OF TERMINATION

Upon receipt of Notice of Termination pursuant to Sections 14.3 A or B above, Contractor shall deliver or otherwise make available to Owner all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract whether completed or in process.

14.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

- A. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- B. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent;
 - 1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - 2. that an equitable adjustment is made or denied under another provision of this Contract.
- C. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.5 ASSURANCES OF ABILITY TO PERFORM THE WORK; CONTRACT ADJUSTMENTS

- A. When, in the opinion of the Owner, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the Owner may request that the Contractor, within the time frame set forth in the Owner's request, provide adequate assurances to the Owner, in writing, of the Contractor's ability to perform in accordance with terms of the Contract. Until the Owner receives such assurances the Owner may request an adjustment to the compensation received by the Contractor for portions of the Work that the Contractor has not performed. In the event that the Contractor fails to provide to the Owner the requested assurances within the prescribed time frame, the Owner may:
 - 1. treat such failure as a repudiation of this Contract;

2. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- B. In the event the Owner shall terminate the Contract, the Owner or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

END OF GENERAL CONDITIONS

DRAFT



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-565

Agenda Date: 4/20/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Vector Fleet Management, LLC, for supplemental fleet maintenance and repair services; authorizing the City Manager to execute the Agreement for a three-year term with two additional three year renewal terms; providing for implementation and an effective date. (Funds from various departmental accounts with projected annual costs of \$735,338.90)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$735,338.90 total estimated annual cost (\$435,338.90 labor cost and parts estimated at \$300,000)

Account Name: Multiple accounts

Account Number: Multiple accounts

Secondary Account Name: Multiple accounts

Secondary Account Number: Multiple accounts

Background/History

The Fleet Management Division (Division) is responsible for ensuring the City's municipal fleet is in a constant state of readiness to achieve the City's goals. To meet these needs, the Division currently oversees the purchase, repairs, maintenance, and surplus of 227 pieces of rolling stock within the City's inventory. Of those 227 vehicles, 160 are considered light-duty vehicles, and 67 are considered heavy-duty trucks.

Due to the on-going national shortage of qualified diesel and auto mechanics, the City is finding it increasingly difficult to hire and retain personnel necessary to achieve the Division's performance standards for repairs and maintenance. Fleet management services is currently outsourcing several heavy equipment repair and maintenance work to various offsite locations. This accounts for approximately 40% of all the work with an increasing trend. Furthermore, it has been determined that most of the Division's efforts to include labor, maintenance and repair costs are associated with the City's heavy-duty fleet vehicles, which affects the quality of service provided to the light fleet.

The fleet garage continues to have high vacancy in mechanic positions due to national labor market

shortages and is down three (3) mechanic positions at this time. Since 2018, the Division has attempted to fill the Senior Mechanic and Master Truck Technician positions on eight (8) different occasions with no success.

Most of the heavy-duty equipment work is associated with the necessary maintenance and repair of the City's 44 solid waste and recycling collection vehicles. Service level impacts are being encountered due to the inability to keep equipment available and operational. Additional operational expenses are incurred through the utilization of overtime necessary to complete all routes as well as the rental of external equipment to supplement City shortages. These issues are compounded with our mechanic shortages and heavier residential volumes that we are seeing program-wide since the start of the pandemic.

To address the concerns above, the City requested proposals from qualified vendors to provide for the personnel, equipment, and parts to offer full-service maintenance and repairs of exclusively the City's heavy-duty vehicles.

Three (3) companies submitted responses to the City's solicitation and only one (1) company Vector Fleet Maintenance (Vector) was deemed qualified and responsive. The ranking for Vector was subsequently approved by the City Commission in February, authorizing staff to negotiate a contract with Vector. A copy of Vector's proposal is attached.

Vector will conduct these services on-site within the City's existing Fleet Management facility. To ensure optimal availability of equipment Vector will have staff and management on-site to conduct the work after normal City fleet shift period. The second shift for which Vector will operate will consist of the hours of 4:00 p.m. – 12:00 a.m. Monday – Friday.

The Division's existing fleet personnel will continue to work their normal hours and focus on the repairs of light duty equipment, which should result in benefits to the preventative maintenance and operational uptime of that equipment as well.

The addition of Vector trained fleet mechanics focused on the repairs of heavy-duty vehicles is expected to provide the following benefits:

- Augments existing internal staff to provide enhancements to the city's preventative maintenance programs.
- Improve vehicle availability and uptime for all City units.
- Improved appearance of the overall fleet.
- Allows heavy-duty equipment to be repaired and maintained during off hours when it is not needed.
- Through the agreement with Vector, an apprentice program will be created adding value to the City and potential pool of trained mechanics for the future.
- The above should result in service enhancements to both internal and external customers.

In addition to the above, the following other value-added elements are anticipated as part of this program:

- Reduction in internal City labor costs to offset external labor costs (Three (3) vacant mechanic

positions).

- Improved equipment availability and opportunity costs.
- Reduction in City fleet mechanic and operational staff overtime.
- Preliminary parts analysis suggests Vector can purchase parts at a lower cost than the City that could translate into additional cost savings.

Vector will provide the labor for four (4) staff members/mechanics for an annual first year labor cost of \$435,338.90. The annual expense for the purchase of parts is estimated at \$300,000.00 (dependent upon repairs) for a total first year estimated cost of \$735,338.90.

Labor costs are fixed for the first year and then will be adjusted based on CPI not to exceed 3%.

Once approved, there will be a 1 to 2-month onboarding period.

Recommendation

Staff is recommending approval of the contract with Vector Fleet Management, LLC to provide supplemental fleet maintenance and repair services for an initial three (3) year term.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AGREEMENT WITH VECTOR FLEET MANAGEMENT, LLC, FOR SUPPLEMENTAL FLEET MAINTENANCE AND REPAIR SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR A THREE-YEAR TERM WITH TWO ADDITIONAL THREE YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) desires to enter into an agreement with a qualified contractor for supplemental fleet maintenance and repair services (the “Services”); and

WHEREAS, the City issued Request for Proposals #21-10-PC for Fleet Maintenance and Repair Services (the “RFP”); and

WHEREAS, Vector Fleet Management, LLC (“Vector”) was ranked as the number one ranked firm; and

WHEREAS, on February 2, 2021, the City Commission approved the RFP rankings and authorized the City Manager to negotiate an agreement with Vector; and

WHEREAS, staff has negotiated an agreement with Vector for the Services, attached as Exhibit “A,” for a three year term with two additional three year renewal terms (the “Agreement”); and

WHEREAS, Vector will provide the labor for four staff members/mechanics for a labor cost of \$435,338.90 for the first year of the Agreement, with annual CPI adjustments not to exceed 3%; and

WHEREAS, the City will be responsible for any documented subcontractor expenses (only as to City approved subcontractors) incurred by Vector in performing the Services at Vector’s cost plus a mark-up of 5%, and for the cost of parts and supplies used by Vector in performing the Services at Vector’s net cost plus a mark-up of 5%; and

WHEREAS, the estimated cost of supplies and parts for the first year of the Agreement is \$300,000.00, with the actual cost dependent on the repairs that become necessary; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve the Agreement with Vector, attached as Exhibit “A,” for the Services.

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

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

Section 2. The City Commission hereby approves the Agreement with Vector for the Services.

Section 3. The City Manager is hereby authorized to execute the Agreement with Vector, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

FLEET MAINTENANCE AND REPAIR SERVICES CONTRACT

This CONTRACT is made and entered into on _____, 2021 (the "Effective Date") by and between the CITY OF DEERFIELD BEACH (the "CITY"), a municipal corporation and VECTOR FLEET MANAGEMENT, LLC a Delaware corporation with a place of business located at 9300 Harris Corners Pkwy, Suite 350, Charlotte, NC 28269 (the "CONTRACTOR").

WITNESSETH:

WHEREAS, pursuant to Request for Proposals #21-10-PC (the "RFP") the CITY accepted competitive proposals for supplemental Fleet Maintenance and Repair Services (the "Services"); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the CITY has determined that the most responsive and responsible proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the CONTRACT at a competitive price; and

WHEREAS, the City Commission authorized negotiations with the Contractor for the Services specified in the RFP; and

WHEREAS, this CONTRACT, the RFP and the CONTRACTOR's Response to the RFP constitute the entire CONTRACT and describe the Services to be provided.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, CONTRACTOR and the CITY hereby agree as follows:

ARTICLE I **INTRODUCTION AND SCOPE OF SERVICES**

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This CONTRACT, the RFP, attached as Exhibit "A," CONTRACTOR'S response to the RFP, attached as Exhibit "B, and the Fee Schedule, attached as Exhibit "C" shall constitute the entire CONTRACT. The parties agree that the scope of services in the RFP is a description of CONTRACTOR'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 services described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this CONTRACT may be read as consistent with

the RFP, then and in that respect, the terms of both the RFP and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this CONTRACT contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this CONTRACT.
- 1.5 CONTRACTOR shall provide the CITY with Apprentice Program support, wherein CONTRACTOR shall offer access to its online training program, industry training materials, and onsite training time allocated for City residents as selected by the CITY. Program participants may be selected, after program completion, for employment at one of CONTRACTOR'S South Florida locations. Program specifics shall be developed jointly by CITY and CONTRACTOR staff.
- 1.6 CONTRACTOR shall track CITY designated inventory in its Fleet Management Information Software system, post CITY inventory used in asset maintenance to repair orders, and provide monthly reporting on parts used from CITY inventory.
- 1.7 CONTRACTOR shall fully cooperate with the CITY and any other contractor working at the CITY'S Maintenance Facility operations and shall not permit or perform any acts which will interfere with the orderly operations at the CITY'S Maintenance Facility operations or the work of others.
- 1.8 FACILITIES, MATERIALS, AND SUPPLIES
 - 1.8.1 The CITY shall furnish the following to CONTRACTOR for CONTRACTOR'S use in performing Services under this Agreement:
 - (a) An area at the Maintenance Facility where Services may be safely completed.
 - (b) An area at the Maintenance Facility where CONTRACTOR may secure the storage of parts and supplies.
 - (c) All utilities, excluding internet.
 - (d) Disposal for all parts and fluids used in maintenance of fleet in accordance with the CITY'S disposal program.
 - 1.8.2 The CONTRACTOR shall furnish the following for use in performing Services under this agreement:
 - (a) Heavy Duty Diagnostics.
 - (b) Minor shop tooling, as required.
 - (c) Fleet Management Information Software (FMIS), with hardware.
 - (d) Technician Apprentice Program access.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

- 2.1 The initial CONTRACT term shall be three (3) years beginning on the Effective Date. The CITY reserves the right to renew the CONTRACT for two (2) additional three (3) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the CITY as set forth in the RFP.
- 2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services upon the request of the City Manager or his designee. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing CONTRACT. The CONTRACTOR shall be compensated for the products and services at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3
COMPENSATION

- 3.1 CITY agrees to compensate the CONTRACTOR as set forth in the Fee Schedule, attached as Exhibit "C," for the Services provided by the CONTRACTOR, for work actually performed and completed pursuant to this CONTRACT, which amounts set forth in the Fee Schedule shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that the amounts set forth in the Fee Schedule are the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT, not including the costs for parts. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2 If the RFP provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFP.
- 3.3 Annual price adjustments to the Cost Proposal for Services during any renewal terms are specified in Exhibit "C."
- 3.4 In addition to the CITY'S obligations set forth in Section 3.1 above and unless otherwise expressly agreed to by the parties in writing, the CITY shall reimburse CONTRACTOR for the following costs:
 - 3.4.1 Any permit fees and license fees incurred by CONTRACTOR solely and directly as a result of performing Services for the CITY pursuant to this CONTRACT.

- 3.4.2 Any documented subcontractor expenses (only as to CITY approved subcontractors) incurred by CONTRACTOR in performing the Services, at CONTRACTOR'S cost plus a mark-up of 5%.
- 3.4.3 Any parts and supplies used by CONTRACTOR in performing the Services at CONTRACTOR'S net cost plus a mark-up of 5%.
- 3.5 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 *Termination for Convenience*

- 4.1.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.1.2 This CONTRACT may be terminated for convenience by CONTRACTOR with 180 days' prior written notice to the CITY.

4.2 Termination for Cause

- 4.2.1 This CONTRACT may be terminated for cause by the CITY for reasons including, but not limited to, CONTRACTOR'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 CONTRACT.
- 4.2.2 This CONTRACT may be terminated for cause by CONTRACTOR for CITY'S breach of the CONTRACT. CONTRACTOR shall give the CITY 60 days' prior written notice of CONTRACTOR'S intent to terminate for cause. If the CITY remedies such breach within the 60 day notice period, such notice shall be of no effect and this CONTRACT shall continue in full force and effect in the same manner as if no such event of default had occurred.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City

Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.

- 4.4 In the event this CONTRACT is terminated for convenience by the CITY, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.
- 4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 7.2 of Article 7.
- 4.6 In the event the CONTRACT is terminated for convenience by the CITY or for cause by CONTRACTOR, the CITY will purchase all usable/non-obsolete inventory that was purchased for the CITY. In the event CONTRACTOR terminates this CONTRACT for convenience, the CITY may, but is not obligated to, purchase any usable/non-obsolete inventory that was purchased for the CITY.
- 4.7 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.
- 5.2 CONTRACTOR 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 CONTRACT. CONTRACTOR 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, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6 **INSURANCE**

CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

1. General

- a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.
- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR 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 the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. 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 CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor 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.

2. Coverages

CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

- ☒ **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.

- ☒ **Garage Liability Insurance** - A Garage 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.

- ☒ **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 or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided

ARTICLE 7

MISCELLANEOUS

7.1 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this CONTRACT; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of CONTRACTOR, CONTRACTOR's subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the CONTRACT. Nothing in this CONTRACT 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.

7.2 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR 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 CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR 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, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR 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 CONTRACT for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this CONTRACT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry. CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.3.

7.4 PUBLIC RECORDS

CONTRACTOR and its subcontractors shall comply with all requirements of Section 119, Florida Statutes, specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. 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 Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and upon completion or earlier termination of the CONTRACT, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. If CONTRACTOR 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE,

DEERFIELD BEACH, FL 33441).

7.5 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

7.6 ASSIGNMENT AND PERFORMANCE

7.6.1 Neither this CONTRACT nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONTRACTOR shall not subcontract any portion of the work required by this CONTRACT except as authorized pursuant to this Section 7.7. CITY shall have the right to terminate this CONTRACT, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this CONTRACT or any right or interest herein by CONTRACTOR without CITY'S written consent.

7.6.2 CONTRACTOR represents that all persons delivering the services required by this CONTRACT have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

7.6.3 CONTRACTOR shall perform its duties, obligations, and services under this CONTRACT in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.7 SUBCONTRACTORS

CONTRACTOR shall be primarily responsible to the CITY for all portions of the Services, whether or not subcontracted by it. CONTRACTOR may utilize Exhibit "D" to identify subcontractors to be used on a Project. CONTRACTOR shall obtain the CITY'S written approval, which may be withheld in the CITY'S discretion, prior to changing or modifying the list of subcontractors submitted by CONTRACTOR. CONTRACTOR shall indemnify, defend and hold harmless the CITY from and against any and all claims, demands, costs (including attorneys' fees), and causes of action and/or suits of any nature brought by and/or arising out of the CONTRACTOR'S subcontractors.

7.8 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

7.9 INDEPENDENT CONTRACTOR

CONTRACTOR represents itself to be an independent Contractor and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, CONTRACTOR shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses for CONTRACTOR'S operations, officers, employees and agents, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

7.10 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

COPY TO:

Anthony C. Soroka, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432

FOR CONTRACTOR:

Aubrey Felton, Executive Vice President
Vector Fleet Management, LLC
9300 Harris Corners Pkwy, Suite 350
Charlotte, North Carolina 28269

7.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

7.12 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.13 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed 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. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

7.14 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This CONTRACT 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 CONTRACT shall be in Broward County, Florida. By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT.

7.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this CONTRACT and executed by the CITY's Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

7.16 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this CONTRACT that is not contained in this written document. Accordingly, the

parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.17 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

7.18 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.19 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this CONTRACT. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the successful proposer, the successful proposer *may not be awarded a public contract for a period of 1 year after the date of termination.*

7.20 SCRUTINIZED COMPANIES

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the CONTRACT.
- b. If this CONTRACT is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the CONTRACT.
- c. CONTRACTOR agrees to observe the above requirements for applicable

subcontracts entered into for the performance of Work under this CONTRACT.

- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

7.21 LIMITATION OF LIABILITY

IN NO EVENT WILL THE CONTRACTOR OR ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, ASSIGNS OR SUCCESSORS-IN-INTEREST BE LIABLE TO THE CITY FOR ANY LOSS OF PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.22 NON-SOLICITATION

During the term of this Agreement and for a period of ninety (90) days following its termination, the CITY shall not, without the prior written consent of CONTRACTOR, employ or hire, or solicit for employment, any employee of CONTRACTOR until a period of ninety (90) days has expired following termination of such employee's employment with CONTRACTOR. The CITY acknowledges and agrees that any solicitation or solicitation attempts of CONTRACTOR employees is likely to cause CONTRACTOR irreparable harm for which monetary damages may not be an appropriate or sufficient remedy.

ARTICLE 8
TITLE TO WORK; LIENS

- 8.1 All tooling and equipment owned by the CONTRACTOR and brought to the site or used by CONTRACTOR in performing this CONTRACT shall at all times be and remain the property of CONTRACTOR during and after termination of this CONTRACT.
- 8.2 Upon delivery of any materials and equipment to be incorporated into the Work Product of CONTRACTOR or the equipment being worked on at the City Maintenance Facility operations, title shall pass to the CITY, but CONTRACTOR shall be responsible for unloading, receiving, storing, protecting and installing such materials and equipment, as the case may be.
- 8.3 Title to all plans, specifications and other documents prepared by or on behalf of the CITY or made available to CONTRACTOR for any Services to be performed or which have been performed hereunder shall remain with the CITY and CONTRACTOR expressly assigns to the CITY all right, title and interest it may have in the same, if any. Such documents shall be returned along with all copies to the CITY upon completion of the Services, or earlier if requested by the CITY.

ARTICLE 9
WARRANTIES AND REPRESENTATIONS

- 9.1 CONTRACTOR warrants that CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations of any and all governmental authorities bearing on the conduct of the Services to be performed by CONTRACTOR, including but not limited to the Occupational Safety & Health Act of 1970, as amended, and the Fair Labor Act of 1983, as amended
- 9.2 CONTRACTOR warrants that it, as well as its Personnel, agents and subcontractors are fully experienced, qualified and licensed and entitled to legally perform the Services contemplated under this Agreement, and further agrees to submit evidence to the CITY that it is properly licensed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.
- 9.3 CONTRACTOR warrants that it, as well as its Personnel, agents and subcontractors, shall perform the Services in accordance with the terms and conditions set forth in the Agreement and any other specifications or directions of the CITY, as agreed to by the CONTRACTOR, in a professional and workmanlike manner and in conformity with the usual and customary standards of practice. Parts will meet or exceed the original equipment manufacturer requirements. CONTRACTOR, at its expense, shall promptly correct any workmanship which does not comply with the requirements set forth herein, by making the same comply herewith and shall promptly repair or remove and replace materials or equipment not meeting specifications.
- 9.4 CONTRACTOR warrants that it will handle and store equipment and materials in a safe and orderly manner and shall keep the job-site free from accumulation of waste and rubbish. CONTRACTOR shall confine its apparatus, the storage of materials and the operation of its Personnel to limits prescribed by law, ordinances, permits and directions of the CITY, and shall not unreasonably encumber the City's Maintenance Facility operations or the work site within the City Maintenance Facility operations with its materials. CONTRACTOR shall not load or permit any part of any structure to be loaded with a weight that will endanger the structure's or Personnel's safety. On completion of each Service to be performed hereunder, CONTRACTOR shall remove, securely store, or dispose of, as applicable, equipment, tools, apparatus, surplus materials and rubbish and shall leave the site where such Services were performed in "broom clean" condition.
- 9.5 CONTRACTOR warrants that it, as well as its Personnel, agents and subcontractors, shall observe and comply with any and all rules, regulations and accident and illness prevention programs promulgated by the CITY, and furnished in writing to the CONTRACTOR, for the safe, orderly and efficient performance of Services at the City's Maintenance Facility location. It shall be the CONTRACTOR'S responsibility to provide medical first aid and doctor's care for its Personnel. CONTRACTOR may use the CITY'S on-site first aid facilities, if any, for emergency treatment. CONTRACTOR'S physician(s) will perform all physical examinations and all non-emergency medical treatment of CONTRACTOR'S Personnel. All physicals or required exams will be documented and made a part of the files to be maintained at the City Maintenance Facility operation. The CITY will be notified in writing when all required physical examinations are complete.

- 9.6 CONTRACTOR recognizes the relationship of trust and confidence established between it and the CITY as a result of this Agreement. CONTRACTOR warrants it, as well as its Personnel, agents and subcontractors, will perform all Services in a technically competent manner and engineering practice and with good workmanship. All Services performed by CONTRACTOR must meet the approval of the CITY'S liaison, but the detailed manner and method of performing such Services shall be under the control of the CONTRACTOR. CONTRACTOR agrees to use every reasonable effort to furnish efficient business administration and supervision, Personnel and materials, and to perform the Services and to ensure their execution in a sound, professional and economical manner.

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FLEET MAINTENANCE AND REPAIR SERVICES CONTRACT

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: CITY, signing by and through its Mayor, attested to and duly authorized to execute same by the City Commission of the City of Deerfield Beach and by the CONTRACTOR, by and through its _____, attested to and duly authorized to execute same.

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
BILL GANZ, MAYOR

SAMANTHA GILLYARD, CITY CLERK

Date: _____

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

ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR

WITNESSES:

VECTOR FLEET MANAGEMENT, LLC

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 2021.

CITY REQUIRES TWO (2) FULLY EXECUTED CONTRACTS FOR DISTRIBUTION.

**EXHIBIT “A”
RFP**

EXHIBIT "B"
CONTRACTOR RESPONSE TO RFP

EXHIBIT "C" **FEE SCHEDULE**

				
Category		Deerfield Beach FL		
		Per Hour	Monthly	Annual
Labor Expense			\$32,240.51	\$386,886.15
Outside of Normal Shop Hours (As Approved by City)	OT	\$58.27		
			Monthly	Annual
Variable Expense (operating cost)			\$3,124.19	\$37,490.34
Fixed Expense			\$913.53	\$10,962.41
If requested by City				
Parts Mark-Up		5.0%	Vector National net pricing cost plus mark-up	
3rd Party (Subcontractor)/Fleet Supplies Mark-Up		5.0%		
Totals			\$36,278.24	\$435,338.90

Costs for all services purchased under this CONTRACT shall remain firm for the first year of the CONTRACT. During the annual review meeting between the CITY and CONTRACTOR, CONTRACTOR'S performance will be reviewed. During any renewal periods, the meeting shall also include a review of CONTRACTOR'S cost of doing business. Costs for subsequent years and any extension term years may be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry that impact CONTRACTOR'S cost of performing the Services and CONTRACTOR provides documentation to the CITY demonstrating the need for a greater increase, such increases shall not exceed the lesser of: (i) three percent (3%) per year, or (ii) the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor.

The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the CONTRACT year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the CITY at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Agreement. In the event the CPI or industry costs decline, the CITY shall have the right to receive a reasonable reduction in costs from CONTRACTOR that reflect such cost changes in the industry.

EXHIBIT "D"
LIST OF SUBCONTRACTORS



Proposal

2020

**Outsourcing Fleet Maintenance
and Repair Services
RFP #21-10-PC**



Aubrey Felton

Executive Vice President

PH: (704) 597-2262

FX: (704) 921-9880

Vector Fleet Management, LLC

www.vectorfleet.com

11/16/2020

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Section 1. Experience and Qualifications

1.1 Experience



Since 1988, Vector Fleet Management, LLC (VFM) has been providing dedicated, customized and cost effective fleet maintenance and management services throughout the United States. Our many existing partnerships include government contracts, which include cities, counties, hospitals and universities. We also have partnerships with private companies that include mining, foodservice, beverage companies and OEM inspection and storage.

VFM fleet maintenance and management program favorably affect costs, services levels and life expectancy of equipment.

This is achieved through deploying skilled personnel, a world-class fleet management information system, vocation specific fleet planning and competitive parts and tire sourcing.

Today VFM manages one of the largest government contracts in the US.

VFM consistently delivers on this commitment because maintenance is our only mission. Our singular focus on improving our client's maintenance performance, which allows them to focus on their core mission of serving their constituents.

In our 32-year history of providing fleet maintenance services, we have experienced virtually all of the problems confronting a fleet manager. We understand the complexity of managing a fleet in a municipal environment where the following issues are critical:

- Responsiveness to fleet user needs
- Fleet resources are limited
- Vehicle use is high and optimal availability is necessary to provide essential services to the City
- Repair and maintenance schedules are demanding and volatile
- Performance standards are stringent
- Support for emergency situations is critical, often at odd hours and for extended periods
- Vehicle retention may be extended due to availability of capital funds
- Geographic and operating environments may be extreme, resulting in higher, extended vehicle use and wear

Through experience, we have developed economies and solutions to these problems thereby enabling our contract sites to conserve costs, maintain flexibility and productivity while consistently exceeding performance requirements. Additionally we constantly strive to improve contract performance by frequently and objectively analyzing work methods, skill-mix, organizational structure, and labor resources, assuring "state of the art" fleet maintenance.

We would rely heavily on actual cost data and productivity data extracted from the FMIS advanced fleet management information system to pinpoint areas for improvement. Every contract and customer is unique, what works at one contract site may not be feasible or recommended at another. Therefore, we examine each solution on its own merit, weighing potential benefit against risk/cost.

New ideas are discussed with the customer for their input, and solutions are implemented on a trial basis and closely measured to see if the desired results are achieved. With this approach, we take the lead in service quality improvements rather than merely reacting to a situation. Consequently, we can offer proven contract service solutions at a reasonable and realistic cost.

Through this procurement, Deerfield Beach can expect to:

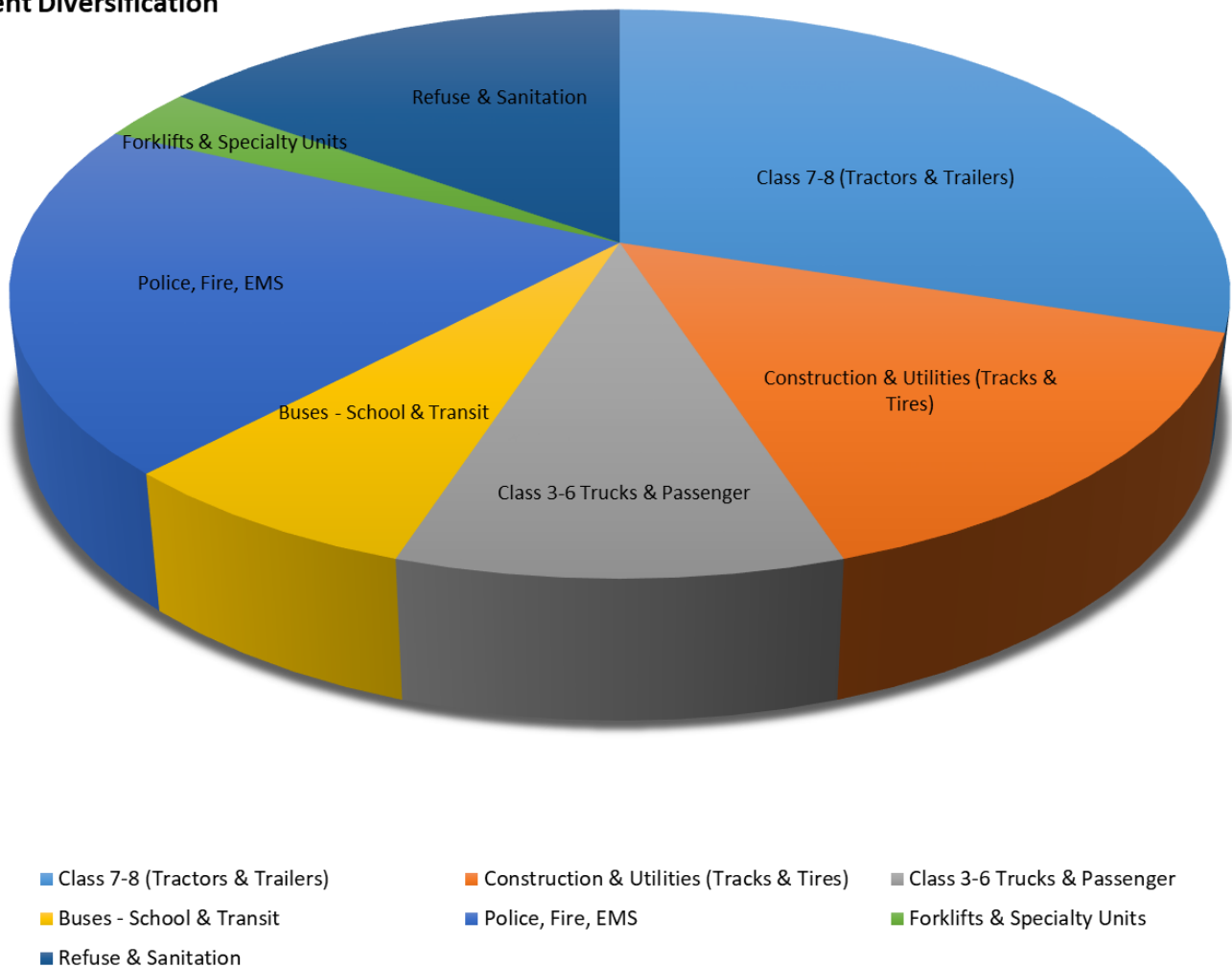
- **Reduce the Overall Fleet Maintenance Cost.** Our vast experience with all types of fleet results in fleet management techniques, which improve mechanic productivity, control subcontractor and parts costs, and keep our clients overall fleet maintenance costs well below the budget.
- **Improve Vehicle and Equipment Availability.** To minimize downtime we schedule Preventive Maintenance and repairs when vehicles are not being used. For breakdowns, when it is not possible to fix units during nonuse hours, all jobs are prioritized to get critical vehicles back in service immediately.
- **Increase Overall Fleet Operating Efficiencies, Including Reduction in Capital Expenditures for Fleet Assets.** To increase fleet efficiencies, we propose a Preventive Maintenance schedule to effectively increase a vehicle's life span in accordance with good fleet practice standards.
- **Improve Services Offered to Deerfield Beach Departments.** A well-managed fleet maintenance operation, utilizing highly trained and qualified personnel, quality parts requirements of network vendors, a responsive Fleet Management Information System, efficient service scheduling and defined repair priorities, guarantees consistent quality service to all users.



1.2 Background Experience

When it comes to delivering fleet maintenance to diverse fleet, Vector Fleet Management, LLC (VFM) is a proven leader. The diverse fleet that we maintain are comprised of the following types of vehicles and equipment:

Equipment Diversification



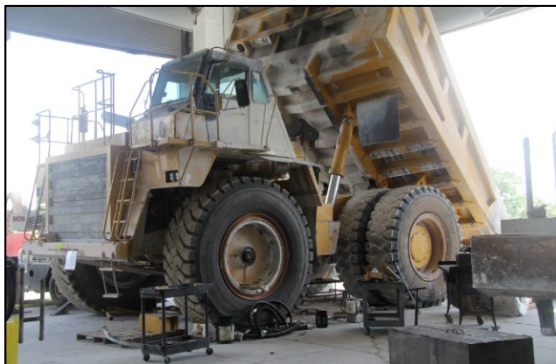
VFM owns and operates fleet assets just like the City of Deerfield Beach. We have gained extensive knowledge about the lifecycles of fleet assets based on a wealth of vehicle historical maintenance data. By utilizing best practices in conjunction with our in-depth understanding of fleet assets, we are able to track performance to maximize our customer's vehicles and equipment investment. This translates into better asset utilization and reduced operating costs for our customer.

The chart below provides an accurate summary of the fleet experience, which VFM possesses and can bring to bear in support of the fleet maintenance program.

Vector Fleet Management, LLC																	
	Aggregate in FL	Beverage Distr., NC	Municipality in TX	Municipality in FL	Municipality in TX	Municipality in FL	Municipality in TX	Municipality in FL	Municipality in TX	Foodservice, CT, NC, TX	Limestone Mine, FL	Limestone Quarry, FL	OEM Services, AZ, TN, LA	Municipality in SC	University, TX	Phosphate Mine, NC	
Vehicle Maintenance & Repair Experience																	
Boat/Tug Maintenance																	
Bulldozer/Loader																	
Bus Maintenance																	
Crane Maintenance																	
Dump Truck Repair																	
EMS Unit Maintenance																	
Fire Truck Maintenance																	
Truck Maintenance																	
Law Enforcement Vehicle Maint.																	
Medium Truck/Van Maintenance																	
Refuse Truck Maintenance																	
Roll Off Truck Maintenance																	
Sedan Maintenance																	
Excavator Maintenance																	
Small Vehicle/Cart Repair																	
Solid Waste Removal Equipment																	
Sweeper Maintenance																	
Tandem-Brush Truck Maint.																	
Ready Mix																	
Farm Tractor Maintenance																	
Refrigerated Trailer/Trailer Repair																	
Fleet Maintenance & Management Experience																	
Accident Repairs & Subrogation																	
Decommissioning																	
DOT/State Inspections																	
Emergency Repairs																	
Auction Services																	
FMIS Cost Analysis System																	
Alternative Fuels																	
Inventory and Parts Control																	
Up-fitting																	
Outside Repairs Management																	
Preventive Maintenance																	
Disinfecting Services																	
Program Management																	
Quality Control Program																	
Safety Program																	
Upholstery and Glass Repair																	
Vehicle Preparation/Disposal																	
Vehicle Quality Inspections																	
Warranty Repairs & Tracking																	
24 hr. Roadside Assistance																	
Network Vendor Repair Coord.																	
Fueling Programs																	
Telematics																	

1.2.1 Heavy Equipment Specialists

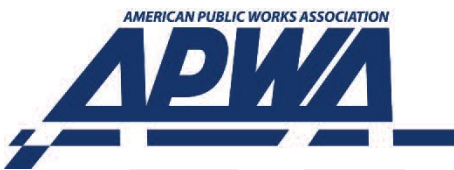
VFM has a strong background in Heavy Duty Fleet Management, we have over 32 years of experience in servicing class 5-8 trucks and Heavy Equipment. Using specialized tools, diagnostic equipment, and highly specialized training programs, we are very adept at servicing diverse fleets of not only Heavy Duty Trucks, but also Heavy Duty Equipment. Our technicians are qualified through ASE, OEMs, and internal training to diagnose, repair, and maintain a wide variety of equipment, from forklifts, to earthmovers we can handle it. When it comes to Heavy Duty Trucks, we use dealer level diagnostic equipment software to give you the information to make informed decisions about the repair the first time, eliminating repeated repairs, and unwanted downtime. With assets that vary the spectrum from industries like Mining, Foodservice, Municipalities, and Utilities.



1.3 Affiliations

VFM maintains and participates with membership in the following:

- American public Works Association
- Association of Equipment Management Professionals
- ASE (Institute for Automotive Service Excellence)
- National Safety Council
- OSHA (Occupational Safety and Health Administration)
- NFPA (National Fire Protection Association)
- SWANA (Solid Waste Association of North America)



1.4 Asset Management Experience

Unlike other municipal fleet maintenance providers, VFM owns and operates fleet assets just like the City. We own more than 115 pieces of fleet assets, including class 2-8 trucks. We have gained extensive knowledge about the lifecycles of fleet assets based on a wealth of vehicle historical maintenance data. By utilizing best practices in conjunction with our in-depth understanding of fleet assets, we are able to track performance to maximize our customer's vehicles and equipment investment. This translates into better asset utilization and reduced operating costs for our customers.

1.5 Key Individuals

Please find below, resumes for VFM executive and managerial teams, whose experience will be leveraged in the implementation and management of the City of Deerfield Beach.



James A. Overstreet – President / CEO

SUMMARY

Over 35 years in fleet maintenance, fleet management, transportation planning, and vendor negotiating for both a private and public service fleets. Proven ability to develop and implement successful strategies, policies, and procedures to lower operating expenditures. Exceptional relationship building skills, able to lead, motivate, and develop successful support teams. We have expertise in all aspects of fleet maintenance, DOT regulations, equipment utilization, capital expenditures and budgeting. ASE Certified.

PROFESSIONAL EXPERIENCE

VFM Management, Charlotte, NC

President / CEO (1997-Present)

- Direct a Corporate Staff including Sales, Marketing, Finance and Operations
- Develop and Implement growth, strategy plan
- Develop annual business plans
- Answers to a five member independent Board of Directors

Strick Corporation, Fairless Hills, PA

Director of Dealer Development / Southeast Region (1996-1997)

- Increased dealer network from 9 to 15 locations
- Maintained dealer relations, achieving a satisfaction score of 95% after 9 months
- Oversaw the implementation of single largest new dealer program
- Grew southeast region profit margin by 6%
- Implemented dealer to customer national account programs

Overnite Transportation, Richmond, VA

Senior Manager of Fleet Service (1995-1996)

- Directed management staff of 65 in 45 states with 650 technicians
- Developed maintenance practices and schedules
- Implemented quality and safety auditing procedures
- Designed standardized technician pay scale
- Oversaw fleet specification planning
- Submitted monthly and annual budget plans

James Overstreet – President/CEO (Cont'd)

Overnite Transportation, Richmond, VA

Manager of Fleet Procurement and Warranty Reimbursement (1990-1995)

- Directed procurement of fleet maintenance repair supplies
- Centralized procurement activity for 65 shop locations
- Implemented an internal distribution network for repairsupplies
- Established a quality development team consisting of 10 suppliers
- Designed a formal RFP program for fleet equipment and supply procurement
- Reduced supply inventory from \$8.5 million to \$4.9 million
- Reduced supplier network by 50% threw product standardization
- Implement a warranty recovery system, recovered \$900,000.00 first year

James A. Overstreet – President / CEO Cont'd

Overnite Transportation, Charlotte, NC

Inventory Control Manager (1981-1990)

- Implemented automated inventory control system
- Designed and implemented inventory storage lay-out
- Developed transportation schedule for supply distribution
- Formulated maximum / minimum inventory levels

Education and Training

- Graduated Mt. Pleasant High 1976
- Attended J Sergeant Reynolds Community College (1993-1994)
- Overnite Transportation Management Training (1991-1995)
- Fruehauf Trailers Management Training (1977-1980)
- United Parcel Management Training (1976)

Associations

- Technology Maintenance Council (TMC) member since 1995
- National Institute for Automotive Service Excellence (ASE) certified



Aubrey Felton – Executive Vice President

SUMMARY

Business Acquisitions, Strategic Planning, Training and Development, Contract Negotiations, Facility up-fitting and renovation, P & L Management, Budgeting Systems, Sales & Marketing, Retail Operations, IT Procurement/Implementation, Corporate Integrations, Pricing Dynamics, Fleet Management, Parts Procurement, Government & Private Contracts, and Product Implementation.

PROFESSIONAL EXPERIENCE

VFM Management, LLC Charlotte, NC March 2015 - Present
EXECUTIVE VICE PRESIDENT

- Develop solutions and pricing structures for various fleet segments.
- Structure inter-local agreements to provide additional revenue for clients.
- Proposal development and client acquisition strategy.
- Benchmark operational metrics across government and private contracts.
- Plan and develop sales and marketing programs and strategies.

First Group America - (First Student, First Transit, Greyhound, & First Vehicle Services)
REGIONAL VICE PRESIDENT March 2008 - March 2014

- Responsible for contract acquisition and management of municipal and private fleets across 26 States, including Broward Sheriff Office contract.
- Handled all aspects of government bid process, negotiations, and start-up matrix
- P & L responsibility for 37 contracts exceeding 100 million in annual revenue
- Management of regional staff including 489 team members
- Direct client engagement on daily basis

FTA, Inc. - WEST PALM BEACH, FL

An independent retail tire and automotive services provider with 5 outlets in South Florida operating under Tuffy Automotive franchise agreement.

PRESIDENT & CEO May 2006 - February 2008

- Responsible for all aspects of company functionality.
- Built chain from zero to five locations in eight months of operation.
- Handled 3 acquisitions of automotive locations and integration into Tuffy franchise program.

TBC Corp. (TIRE KINGDOM, INC, National Tire & Battery, Merchant's Tire & Auto, Carroll Tire)

A leading retail tire and automotive services provider with 884+ outlets in 28 states with annual sales of \$1.9 billion.

SENIOR VICE-PRESIDENT - OPERATIONS January 2002 – May 2006

- Responsible for day to day corporate and field store operations with 1.9 Billion annual revenue
- Supervise 68 Field Management Direct Reports
- Oversee Special Orders Department with \$50 million per year in expenditures
- Procurement, development, and supervision of all external/internal computer operating systems
- Training and development programs for 9,800+ associates
- Extensive field travel
- Designed store management training process for rapid store expansion
- Directly involved in the integration development and processes of company acquisitions
- Merchant's Tire & Auto and National Tire & Battery
- Coordinated green-field location growth from inception to operating facilities for over 300 locations

Aubrey Felton – Executive Vice President (Cont'd)

EXECUTIVE VICE-PRESIDENT February 2000 – January 2002

- Supervised 105 stores in South Florida market with annual sales of \$195million
- Directly responsible for increasing service sales and tire units throughout entire market
- Improved Gross Profit percentage by 7.5% in first six months and increased payroll productivity
- Coordinated new market development of South U.S.,
- Successful trained and promoted 17 district managers

MORGAN TIRE & AUTO CENTER – CLEARWATER, FL
DBA TIRES PLUS

A retail tire and automotive services provider with 585 nationwide locations and annual sales of \$950M.

REGIONAL VICE-PRESIDENT 1994 – 2000

- Supervised, trained, and developed 1200 associates and 125 retail locations in differing national geography with annual sales of \$155 million
- Successfully integrated several acquisitions onto operating platforms and programs

CONTINUING EDUCATION:

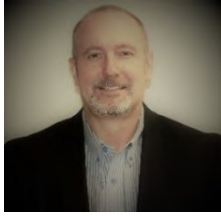
- NAFA - CAFM: Certified Automotive Fleet Manager
- AEMP - CEM: Certified Equipment Manager
- SMEI – CSE: Certified Sales Executive

AFFILIATIONS:

- Member - NAFA North American Fleet Administrators Association
- Member - APWA American Public Works Association
- Member - FFCA Florida Fire Chiefs Association
- Member – NFPA National Fire Prevention Association
- Member - AEMP Association of Equipment Management Professionals
- Member – NAFA National Association of Fleet Administrators
- Member – ATA TMC American Trucking Association – Technology Maintenance Council

CERTIFICATIONS:

- Vector Certified Light and Heavy Duty Technician
- Six Sigma - Yellow Belt
- ASE Certified Technician, Service Consultant, & Parts Specialist
- Ford Certified Master Service Manager
- Ford Certified Commercial Parts Manager
- Ford Certified Warranty Administrator
- Chrysler Certified Level 2 Service Manager
- Chrysler Certified Parts Manager
- Chrysler Certified Warranty Administrator
- Department of Transportation/TSI Inspection, Repair, and Maintenance for Motor Carriers
- Department of Transportation/TSI Commercial Driver's License Regulations
- Department of Transportation/TSI Financial Responsibility – Motor Carriers
- OSHA – Personal Protective Equipment
- OSHA – Lock and Tag
- OSHA – Hazard Communication
- OSHA – Electrical Safety
- OSHA – Ergonomics
- OSHA – Heat and Cold Stress
- OSHA – Slips, Trips, and Falls



Craig Moran – Executive Vice President

SUMMARY

Experience with successful implementation and management of fleet maintenance operations, across multi-location deployments in both private and public sector environments also ASE certified.

EMPLOYMENT

PROFESSIONAL EXPERIENCE

Executive Vice President – VFM Management (5/98 to present):

- Lead and manage all operational functions for dedicated contract locations, servicing 8/200+ units
- Development, implementation and management of TMT fleet management information system
- Implementation of new business directly and through business segment Operations Directors
- Sales process involvement in staffing matrix, contract pricing etc.
- Engagement with contract management and customer relationship directly and through business segment Operations Directors

Director of Maintenance – Terminal Services Inc. (5/96 to 5/98)

- Manage maintenance operations across 8 locations, maintaining 1000+ company owned units involved in waterfront 'ship side' and intermodal operations
- Customization and implementation of fleet management information system software at all locations
- Responsible for reengineering of all maintenance schedules, procedures, best practices and training regiments

Regional Fleet Manager – Overnite Transportation Inc. (4/92 to 5/96)

- Oversaw maintenance operations across 7 hub facilities, 22 terminals with over 50 Technicians
- Managed multiple third party service and parts providers
- Consistent attainment of productivity thresholds for all locations
- Designed and implemented intermodal trailer safety checks for drivers in the Midwest region

Fleet Manager – Overnite Transportation Inc. (12/84 to 4/92)

- Fleet Mechanic
- Supervisory roles at the shop level
- Participated in Overnite's Maintenance Manager Training Program
- Promoted to Fleet Manager

Education:

- Associates Degree in Diesel Technology – Ohio Technical College
- Business Administration – Indiana University

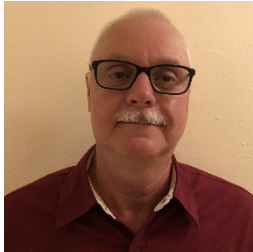
Craig Moran – Executive Vice President (Cont'd)

AFFILIATIONS:

- Member - NAFA North American Fleet Administrators Association
- Member - APWA American Public Works Association
- Member - AEMP Association of Equipment Management Professionals
- Member – NSSGA National Stone, Sand and Gravel Association

CERTIFICATIONS:

- ASE Certified
- MSHA – Certified Training 5000-23
- OSHA – Personal Protective Equipment
- OSHA – Lock and Tag
- OSHA – Hazard Communication
- OSHA – Electrical Safety
- OSHA – Ergonomics
- OSHA – Heat and Cold Stress
- OSHA – Slips, Trips, and Falls



Charles Bryson – Safety Manager

SUMMARY

This position reports directly to the VP of Operations in Charlotte, NC with dotted a line reporting to our Florida General Manager.

PROFESSIONAL EXPERIENCE

VFM Management, LLC Mosaic Operations

2/2008 - Present

Safety Manager: Current position includes responsibility for safety methodology and oversight at all VFM locations. Key activities include:

- Safety and Risk Management
- Conduct safety meetings
- Perform safety audits
- Inspect workers daily activities
- Ensure all employees use their proper PPE
- Responsible for overall safety of the buildings and grounds. I am the appointed Building Monitor / Emergency Coordinator for the NewWales auto shop muster area through the Mosaic Growing-U- training.
- Maintain and report monthly safety numbers to the general manager
- Motivate and counsel employees on safety policies
- Immediately correct any safety related issues
- Identify and anticipate safety concerns and hazards by surveying the working environment and suggesting corrective actions or policy changes if needed
- Continually familiarizing myself and employees with our customers EH&S policies so as to stay in compliance
- Trained in first aid and first responder
- Formal training in Windows, Microsoft Office, Excel, Outlook, Dossier and Maximo(Mosaic's operating system)
- I served as VFM managements Site Specific Train the Trainer. Responsible for training all Vector Mosaic employee sites specific annual training.
- VFM management access control coordinator to mosaic security. Responsible for new and renewing all access badges for VFM employees for the Mosaic sites.
- Project Implementation
- 5s Housekeeping system implementation
- Customer Relations and Satisfaction
- Training and Development
- Productivity Improvement
- Staff Management and Motivation
- MSHA Instructor Approval Training Certificate of completion

Charles Bryson – Safety Manager (Cont'd)

Achievements

- Six Sigma Villanova University (4.5 CEU) 45 Professional Development Units
- ITTM'S Fleet Finance 101, Penn State, Harrisburg PA, (3CEU)
- Diesel Institute of America, Tampa, FL
Awarded most outstanding student and completed overall courses with honors
- NCO Leadership School, Albuquerque, New Mexico,
- Acquired advanced training in leadership (focus on managerial and supervisory), effective communication and counseling techniques, and advanced knowledge in safety and resource protection

Technical Skills

- Microsoft Office: Word, Excel, Outlook XP
- Asset Management: Maximo
- Fleet Management: Dossier / TMT Fleet maintenance system
- Kronos payroll





Steven Benedict - Director of Operations, Government Services

SUMMARY

Over 23 years of automotive and fleet leadership and strategic operations experience. Decisive leader with the ability to foster group cohesiveness and commitment towards common operational goals. Experienced with process improvement, change management, strategic innovation, and team development. Background in cross-functional project/program management and delivery with multi-site, regional, and national market shares.

Professional Experience

Vector Fleet Management, Charlotte, NC. | Director of Operations, Government Services

January 2019 - Current

- Oversee and lead contract operations with government municipalities delivering vehicle and equipment maintenance, repair, fuel system management, procurement, and disposal.
- Responsible for financials and operational KPI's for all locations.
- Ensure contract compliance and exceptional customer experiences.
- Lead continuous improvement and positive developmental team cultures.
- Manage contractual relationships and deliver business reviews.

AAA National Office, Heathrow, FL | National Manager, Automotive Repair Business Operations

Mar 2015 – January 2019

- Drive strategy, business compliance, and member value planning for the National AAA Federation of Approved Auto Repair, Club Owned Auto Repair Facilities and Connected Car initiatives.
- Consult with Regional Club Automotive Staff and Executives to insure brand compliance; manage quality governance, strategy and business planning for AAA's National Network of Approved Auto Repair and Club Owned Repair Network (6,500+ facilities).
- Conduct yearly brand accreditation reviews for Clubs.
- Work with Club Executives to develop business cases and go-to-market plans for AAA Owned Auto Repair facilities.
- Lead executive level quarterly progress meetings with senior OEM staff.
- Launched a first ever, nationally contracted Approved Auto Repair Partnership with AutoNation, leading contract negotiations through implementation and rollout.
- Launched a new AAA/Lincoln Motor Company Approved Auto Repair Partnership.
- SME on the development team and managed the field delivery of AAA's new web based Repair Shop Portal with successful pilot in November 2015 and scaled launch in June-December 2016. Currently in over 5,700 facilities in the US and Canada. Business line owner for this product.

AAA Northern California, Emeryville, CA | Director, Club Fleet and Club Owned Repair

Oct 2012 – Mar 2015

- Mid-level executive management for a seven location, two state Club Owned Fleet consisting of 150 trucks and 189 employees; accountable for 50 club owned field service vehicles, fleet maintenance and procurement, service delivery levels, and cost-per-call management. Full P&L accountability.
- Served on Automotive Leadership Team for Emergency Road Service and Approved Auto Repair with accountability for a \$160 million budget
- Revamped all business operation processes, policies, and procedures to comply with federal and state regulations and AAA brand standards driving growth and improved profitability.

Cont'd Steven Benedict - Director of Operations, Government Services

- Managed site selection and development of all Club Owned Repair facilities.
- Responsible for technical support and programming for shop management software.
- Provided mid-level executive management oversight of day-to-day operations of the Club Owned Repair program; implemented new scheduling and workflow processes to increase productivity.
- Configured, coordinated, and launched new shop management software in partnership with NAPA.
- Represented AAA NCNU on National and regional Club committees and task forces related to Automotive Repair.
- Business line leader for M&A of Automotive Repair facilities.

AAA Tidewater Virginia, Virginia Beach, VA

Executive Director, Car Care Centers and Fleet Operations, June 2000 – Sept 2012

- Launched a chain of 6 AAA owned automobile repair centers and a 30 vehicle towing and mobile battery replacement service vehicle's; served as the Club's Battery Program Manager.
- Formulated a successful business model that drove the cohesive operation of both entities within the same locations, each driving the business of the other.
- Served on the automotive leadership team of AAA membership organization which oversaw development of emergency road service programs, Approved Auto Repair program, automotive extended warranties, automotive buying services, and mobile auto glass and auto repair services.
- Designed, implemented and managed training programs for all automotive services departments and businesses – internal and external.
- Managed insurance company relationships for all automotive services departments and businesses, including negotiation of vehicle and property renewals, compliance, claims, risk analysis and mitigation, and safety.
- Managed all phases of Club Owned Repair design and development: building, equipping and operations.
- Managed the acquisition and fleet management of all company owned vehicles, including insurance, maintenance and reserves.
- Prepared and conducted presentations at board meetings for multiple automotive programs and businesses.
- Oversaw the budgeting and forecasting process for all automotive service departments totaling \$25MM+.
- Developed and launched five new successful automotive business lines from 2000-2006.
- From concept to scale, developed business plan and launched COR in January 2003 (9th one in the AAA Federation) and grew the profitable business to six locations and 55 employees by March 2012.
- Served as Virginia State Coordinator and Committee Chair for Ford/AAA Student Auto Skills for 12 years; secured outside local sponsors totaling \$50K in donations enabling us to give a first class event; negotiated a National Scholarship offering with Advanced Technology Institute in Virginia Beach

Tidewater Enterprises, Inc. | Senior Operations Manager

Nov 1996 – Jun 2000

- Oversaw 13 truck/30 employee/7 location towing, road service, and auto repair operation.
- Managed three automotive storage facilities, including DMV administration and auctions.
- Administered fleet and commercial accounts for fuel, repair and towing.
- Served as safety officer and insurance liaison for the entire enterprise.
- Provided middle-management for 7 repair centers, 6 fueling station/convenience stores and a towing operation serving (third in charge after President and COO from 1997-2000).



Matthew Wallace – Director of Purchasing

SUMMARY

I have ten years of experience in the automotive field, and over 15 years of experience in business development and sales combined. I have held and witnessed every available position within a shop and I know what makes our business work intimately. I am passionate about this industry and what the future holds for it. When we marry experience, and passion we can create a valuable partnership that creates long-term, proven worth for both parties involved.

PROFESSIONAL EXPERIENCE

Vector Fleet Management, LLC Charlotte, NC November 2018 - Present
Director, Purchasing

- Oversee National vendor development.
- Oversee Private and Inter-local government procurement opportunity.
- Operate and Maintain all CRM and Analytical tooling for Developmental Department.
- Perform all Mathematical, and GIS Analysis for Developmental Department.

Genuine Parts Company, Charlotte, NC May 2013 – November 2018
Retail Business Development Manager

- Converted over 60 NAPA Stores across the Southeastern U.S. from private ownership to corporate ownership, including renovation, redesign and rebranding.
- Operated and championed the national program for NAPA Retail during its cultural transition period.
- Developed all new best practices and protocols for NAPA daily operations framework.

Valvoline/ Ashland Chemical Corp., Charlotte, NC October 2009 – May 2013
District Manager

- Oversaw daily operations of 22 Service locations across multiple States.
- Handled a variety of service operations, varying from quick lubes, to full service, to tire service facilities.
- Worked with a "Franchisee of the Year", and assisted in his growth from 5 acquisitions to 27, overseeing and assisting in his conversion of multiple facilities.

EDUCATION:

- Technical University of Munich- Six Sigma/LEAN/ASQ+
- Harvard University-Certification- Data Science
- Harvard Extension School- Executive Education

AFFILIATIONS:

- Technical University of Munich- Teaching Assistant-Six Sigma/LEAN/ASQ+
- Member - NAFA North American Fleet Administrators Association
- Member - APWA American Public Works Association
- Member – NSSGA National Stone Sand and Gravel Association
- Member – IFDA International Food Distributors Association
- Member-NTTC National Tank Truck Carriers Association
- Member-NUCA National Utility and Contractor Association
- Member- FAGFA Florida Association of Governmental Fleet Administrators
- Member - AEMP Association of Equipment Management Professionals

CERTIFICATIONS:

- Vector Certified Technician
- Six Sigma/ LEAN/ ASQ+
- ASE Certified Technician, Part Specialist
- Google Data Science- Certified Master

Upon negotiation, the General Manager will be presented to the City for specific approval.

Below you will see the job descriptions of employee/staff recommendations for the common Staff model.

Job Description

Job Title: General Manager – Government
Reports To: Director of Operations – Government Services
FLSA Status: Exempt
Effective Date: July 1, 2020

SUMMARY

Manages daily operations and administration of the facility. Also responsible for maintaining Customer Relations and serves as a direct liaison to Corporate on all issues.

Directs, reports, and improves the daily operations of the facility. This is a position that requires the individual to oversee multiple tasks and focus efforts in the areas where problems and/or opportunities exist.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Operations

- Manage productivity (i.e. labor, job quality, field operations)
- Manage parts, supplies, tires, and fluids purchasing
- Resolve customer complaints for field operations
- Arrange and perform training for new and current employees
- Recruit employees and maintain employee relations
- Conduct audits
- Conduct quality meetings
- Conduct safety meetings

Administration

- Oversee scheduling efforts for productivity maximization
- Review work completed in the field on a daily basis
- Review daily numbers to ensure accuracy and identify productivity issues
- Resolve customer complaints concerning administrative errors

Customer Relations

- Conduct customer quality meetings
- Account maximizations and increases
- Plans, develops and implements facility policies and goals.
- Coordinates activities of departments such as Safety, operations, planning, sales, and maintenance to effect operational efficiency and economy.
- Directs and coordinates promotion of services performed to develop new markets, increase share of market, and obtain competitive position in industry.
- Directs preparation of directives to facility staff outlining program, or operations changes to be implemented.
- Promotes the company in industry, manufacturing or trade associations.

SUPERVISORY RESPONSIBILITIES

Directly supervises any number employees including Parts Supervisors, Parts Clerks, and Office Administrators. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ASE Service Consultant (C1) certification required
- ASE Parts Specialist Medium/Heavy (P1) required
- ASE Parts Specialist (P2) required
- Must have computer proficiency in utilizing Microsoft Office application (Outlook, Word & Excel)
- Valid driver's license
- Excellent organizational and people skills

EDUCATION and/or EXPERIENCE

A minimum of 10 years management experience in the fleet/fleet maintenance environment; knowledge of DOT regulations and OSHA requirements.

LANGUAGE SKILLS

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Corporate Office Support Organization Chart:



Section 2. History and Past Performance

2.1 Similar Services

#1: Sheriff of Broward County, FL

Contracting Organization	Sheriff of Broward County, Florida (2 locations)
Contact Name	Scott Barnett – Fleet Manager
Contact Address	2001 N.W. 31 st Avenue, Lauderdale Lakes, FL
Contact Phone	954-497-1440
Contact E-Mail	Scott_Barnett@sheriff.org
Type & Composition of Fleet & Number of Vehicles/Pieces of Equipment	3,300+ units Vehicles for Sheriff, DLE, and Fire Rescue units
Technician ASE Certification Percentage	68%
Period of Performance	Since 2016
Annual Contract Cost	\$7.0+ Million

Background

- VFM competed for the Hourly Rate Bid and was selected over **G4S Integrated Fleet Services (Centerra), First Group America (DBA First Student, First Transit, & First Vehicle Services), and Pompano Automotive** the incumbent provider.
- VFM has quickly developed and initiated a program to upgrade the maintenance of the fleet to meet and exceed industry standards.

Scope of Services

- Provide all fleet maintenance services, towing and road side assistance for 3 maintenance facilities. Maintain contract compliance through a Quality Assurance program with performance measurements, and control cost through the Hourly Rate Charge contract.
- Manage Parts and Inventory
- Provide on-site warranty administration with General Motors, Chrysler, and Ford OEM's.
- Work closely with all County staff agencies to ensure excellent fleet maintenance standards through improved reliability, unit availability and above all else, SAFETY.

Accomplishments

- Significantly increased the availability of Units and eliminated unnecessary vehicle downtime at commercial retail repair facilities.
- Eliminated costly parts requisition and initiated a comprehensive PM program.
- Altered staffing paradigms to ensure PM services were performed with minimal disruption to county services.



Outsourcing Fleet Maintenance and Repair Services RFP #21-10-PC, Deerfield Beach, FL
Section 2 - 1

#2: Fayetteville, NC

Contracting Organization	Fayetteville, North Carolina
Contact Name	David E. Campbell – Fleet Services Coordinator
Contact Address	500 N. Loraine St., Suite 1103, Midland, TX 79701
Contact Phone	910-551-3306
Contact E-Mail	
Type and Composition of Fleet and Number of Vehicles/Pieces of Equipment	1,340 + Vehicles for Sanitation, Sheriff, Roads & Bridges, Parks & Rec and Other General Services
Period of Performance	Since 2019
Technician ASE Certification Percentage	65%
Annual Contract Cost	\$6.1M+

Background

- VFM signed a Target Cost contract for fleet maintenance services.
- VFM successfully managed the transition from an incumbent provider, ensuring continuity of service.

Scope of Services

- VFM provides comprehensive fleet maintenance services, performance measurement and reporting, parts management and overall fleet support under the structure of a TARGET COST contract.
- VFM works closely with all City fleet stakeholders to ensure high fleet maintenance standards and unit availability.
- Extensive Sanitation and Refuse fleet repair.

Accomplishments

- VFM has been able to meet all staffing requirements for this contract.
- VFM has improved unit availability immediately by repairing and maintaining units which were dead-lined for extended periods of time.



#3: Newberry County, SC

Contracting Organization	Newberry County, South Carolina
Contact #1 Name	Tommy Long – Director Fire & Rescue
Contact Address	1309 College St., Newberry SC 29108
Contact Phone	803-321-2135
Contact E-Mail	tlong@newberrycounty.net
Contact #2 Name	Major Danny Gilliam – County Sheriff – Fleet Director
Contact Address	1309 College St., Newberry SC 29108
Contact Phone	803-321-2211
Contact E-Mail	dgilliam@newberrycounty.net
Contact #3 Name	Mike Pisano – Director Public Works
Contact Address	1309 College St., Newberry SC 29108
Contact Phone	803-321-2180
Contact E-Mail	mpisano@newberrycounty.net
Type and Composition of Fleet and Number of Vehicles/Pieces of Equipment	300+ Units Sheriff, EMT, Fire & Rescue, Class 5-8 trucks and trailers. Construction, Grounds keeping equipment, Generators and Small equipment
Period of Performance	Since 2009 (re-bid and awarded in 2015)
Annual Contract Cost	\$600k

Background

- VFM competed for a Target Cost Bid and was selected above **First Vehicle Services** (who had been the incumbent provider for 13+ years).
- VFM has developed a keen awareness of the needs of Newberry County and developed solutions which have reduced costs and improved vehicle availability.

Scope of Services

- VFM provides comprehensive fleet maintenance services, performance measurement and reporting, parts management and overall fleet support under the structure of a TARGETCOST contract.
- VFM works closely with all County fleet stakeholders to ensure high fleet maintenance standards and unit availability.

Accomplishments

- VFM has limited costs in an environment of ever expanding life cycles and raw materials escalations (ex: parts, tires)
- Mobile servicing of Fire & Rescue units reduced maintenance costs, improved vehicle availability and dramatically lessened the burden on all volunteer fire department.
- VFM was been awarded multiple extensions for this contract based on our successful past performance.

#3: City of Big Spring, TX

Contracting Organization	City of Big Spring, Texas
Contact Name	John Medina
Contact Address	310 Nolan Street, Big Spring, TX 79720
Contact Phone	432-264-2345
Contact E-Mail	jmedina@mybigspring.com
Type and Composition of Fleet and Number of Vehicles/Pieces of Equipment	254 Units, comprised of law enforcement, fire & rescue, public works, solid waste/refuse, land fill, and general administrative sedans and light truck vehicles.
Period of Performance	Since 2013
Annual Contract Cost	\$1.2M+

Background

- VFM competed for the Target Cost Bid and was selected over **First Vehicle Services and incumbent G4S Integrated Fleet Services (Centerra)**.
- VFM has quickly developed and initiated a maintenance program to upgrade the vehicle fleet to meet and exceed industry standards

Scope of Services

- Provide all fleet maintenance services, towing and road side assistance. Maintain contract compliance through a Quality Assurance program with performance measurements, maintain parts inventory and control cost through the Fixed Price contract.
- Work closely with all City staff agencies to ensure high fleet maintenance standards or reliability and the safety and unit availability.

Accomplishments

- Significantly increased the availability of Solid Waste trucks and eliminated unnecessary vehicle downtime.
- Eliminated costly parts requisition and initiated a comprehensive PM program
- Participates in equipment specifications for all departments.



#4: Midland County, Texas

Contracting Organization	Midland County, Texas
Contact Name	Kristy Engeldahl – Purchasing Manager
Contact Address	500 N. Loraine St., Suite 1103, Midland, TX 79701
Contact Phone	432-688-4872
Contact E-Mail	Pur103@co.midland.tx.us
Type and Composition of Fleet and Number of Vehicles/Pieces of Equipment	250+ Vehicles for Sheriff, Roads & Bridges, Parks & Rec and Other General Services
Period of Performance	Since 2013
Annual Contract Cost	\$650k+

Background

- VFM signed a Target Cost contract for fleet maintenance services.
- VFM successfully managed the transition from an incumbent provider, ensuring continuity of service.

Scope of Services

- VFM provides comprehensive fleet maintenance services, performance measurement and reporting, parts management and overall fleet support under the structure of a TARGET COST contract.
- VFM works closely with all County fleet stakeholders to ensure high fleet maintenance standards and unit availability.

Accomplishments

- VFM has been able to meet all staffing requirements for this contract in an ultra-competitive labor market (oil fields).
- VFM has improved unit availability immediately by repairing and maintaining units which were dead-lined for extended periods of time.

#5 Coconut Creek, FL

Contracting Organization	Coconut Creek, FL
Contact Name	Suzanne Monington
Contact Address	4800 West Copan's Road, Coconut Creek, FL 33063
Contact Phone	954-973-6744
Contact E-Mail	SMonington@coconutcreek.net
Type and Composition of Fleet and Number of Vehicles/Pieces of Equipment	557 Units comprised of law enforcement, fire & rescue, public works, lawn equipment and general administrative sedans and light truck vehicles. (includes Buses)
Technician ASE Certification Percentage	50% ASE Certified
Period of Performance	Since 2018
Annual Contract Cost	\$830k+

Background

- VFM competed for the Target Cost Bid and was selected over the incumbent provider **First Group America (DBA First Student, First Transit, & First Vehicle Services.)**
- VFM has quickly developed and initiated a maintenance program to upgrade the vehicle fleet to meet and exceed industry standards

Scope of Services

- Provide all fleet maintenance services, towing and roadside assistance. Maintain contract compliance through a Quality Assurance program with performance measurements, maintain parts inventory and control cost through the Fixed Price contract.
- VFM provides vehicle and equipment up fitting and decommissioning.
- Work closely with all Government staff agencies to ensure high fleet maintenance standards or reliability and the safety and unit availability.

Accomplishments

- Significantly increased the availability of fleet and eliminated unnecessary vehicle downtime.
- Eliminated costly parts requisition and initiated a comprehensive PM program
- Participates in equipment specifications for all departments.

#6: Ector County, Texas

Contracting Organization	Ector County, Texas
Contact Name	Kenneth Lind – Purchasing Manager
Contact Address	10110 E. 8 th Street, Odessa TX 79761
Contact Phone	432-498-4020
Contact E-Mail	lindkd@co.ector.tx.us
Type and Composition of Fleet and Number of Vehicles/Pieces of Equipment	300+ Vehicles for Sheriff, Roads & Bridges, Parks & Rec and Other General Services
Period of Performance	Since 2013
Annual Contract Cost	\$1.3M +

Background

- VFM competed for a Target Cost Bid and was selected above **First Vehicle Services and Ameritt Fleet.**
- *VFM successfully managed the transition from in-house to a public/private partnership.*

Scope of Services

- VFM provides comprehensive fleet maintenance services, performance measurement and reporting, parts management and overall fleet support under the structure of a TARGET COST contract.
- VFM works closely with all County fleet stakeholders to ensure high fleet maintenance standards and unit availability.

Accomplishments

- VFM has been able to meet all staffing requirements for this contract in an ultra-competitive labor market (oil fields).
- VFM has improved unit availability immediately by repairing and maintaining units which were dead-lined for extended periods of time.



2.2 In the News

GOVERNMENT FLEET

MAINTENANCE

NC City OKs New Fleet Maintenance Contract, New Facility

July 31, 2019 • by [GF Staff](#)



The 41,000 square-foot fleet facility was formerly a beverage bottling and distribution center.

Photo via Vector Fleet Management

The City of Fayetteville, N.C., has signed a 10-year fleet maintenance contract with Vector Fleet Management. The contract includes two five-year extensions and began July 1.

At the heart of this contract is a new 41,000 square-foot fleet facility. It encompasses four key elements including automotive workshop infrastructure, tooling/fabrication, administrative offices/customer waiting area, and parking/storage, and accommodates a variety of different vehicle sizes and weights.

Cont'd In The News...

The City of Fayetteville's fleet, consisting of fire rescue apparatus, police cars, emergency vehicles, heavy trucks and equipment, snow plows, lawn maintenance equipment, bucket trucks, and refuse trucks, will be serviced through the facility's specialized lifts and repair bays, each of which have been specially designed for maintaining these types of vehicles. The facility also has six automotive/SUV/light truck lifts and two medium/heavy duty truck lifts.

Additionally, a total of 22 new repair bays — 12 for automobiles and light trucks, six for medium- and heavy-duty trucks, and four for specialized refuse trucks and equipment repair services — have been established.

Under its new contract, Vector Fleet carries the responsibility of performing not only maintenance and repair duties, but state inspections and diagnostic procedures as well. The company will also be maintaining a large and diverse parts inventory while utilizing its fleet management information system to monitor workforce productivity.

Related: [*Fla. Sheriff Contracts with New Maintenance Provider*](#)

Fla. City Changes Maintenance Contractor

Vector Fleet Management won a competitive five-year contract to manage the City of Coconut Creek's 577-unit fleet.

March 14, 2019

Fla. Sheriff Contracts with New Maintenance Provider

The Broward County (Fla.) Sheriff's Department has entered into a five-year, \$5 million fleet maintenance and management contract with Vector Fleet Management for its 2,800 vehicles.

January 30, 2018



Cont'd In The News...

Fla. Sheriff Signs \$4M Fleet Management Contract

The Broward County (Fla.) Sheriff's Office has entered into a multiple-year agreement with Vector Fleet Management for fleet management and maintenance. The contract is valued at \$4 million per year.

January 30, 2017



S.C. County Awards Maintenance Contract

Newberry County, S.C., has awarded Vector Fleet Management a five-year fleet maintenance contract estimated to cost \$532,121 annually. The company has performed fleet maintenance for the county since 2009.

March 10, 2016



Fayetteville Observer

When the City of Fayetteville contract stood up in July of 2019, we did not realize the challenge that we would face in the very near future. We knew the fleet of refuse trucks were neglected, but we did not know the extent. By 6 months we were struggling to maintain this fleet at the level the city required.

But at that 6 month mark we got

Heat causing Fayetteville trash pick-up delays



MOST POPULAR

- 1 Cumberland releases new COVID-19 data: highest number of cases are in 29304, 29304 ZIP codes
Apr 7 at 11:11 AM
- 2 Fayetteville families who gather will not be prosecuted under city ordinance
Apr 6 at 4:42 PM



A: HOSE CAPTION



aggressive and our determination was shown by our employee's. By the end of January we were receiving emails from the Fleet Liaisons thanking us and bragging that the city has never seen this amount of refuse trucks available to them at any time in the past. This team has really pulled together and it is truly a team effort. Guys like Taylor "TayTay" Jarrett are the reason we've had so much success in producing such an outstanding



operational readiness rate for the City. Taylor is actually a Technician Class A on the Light duty side but saw a need on the Heavy Fleet side of our business. He brought to my attention that he does have some experience on the heavy side and offered his assistance. He has proven invaluable to our team and has since become one



of the most versatile and reliable technicians on the heavy side that we have in Fayetteville. His technical abilities and candor make him one of the most sought after technicians in our shop. Coupled with efforts like that of Taylor and



the never quit attitude of our team the City of Fayetteville has been above operational levels since January and will continue to reap these benefits for years to come. Fayetteville has definitely made the right decision in seeking Vectors professional service.



Section 3. Operations Plan and Approach

3.1 Operations Plan

Vector Fleet Management (VFM) will provide preventive maintenance, remedial repairs, towing, parts inventory acquisition, fleet management, and such other allied services as may be required to assure the continuity of effective and economical operation of Deerfield Beach and equipment as detailed in the Vehicle and Equipment Inventory provided.

We will furnish all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the fleet in a state-of-repair and service consistent with generally accepted fleet practices and according to the locations requirements. We will effectively manage the fleet assets of the location and maintain a life-cycle costing program.

In addition, we will provide and maintain a permanent, detailed, automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information.

We will provide a qualified, experienced individual who will reside in the City of Deerfield Beach area and serve as the Project Manager of the operation, responsible for day-to-day operation of all divisions of the maintenance system in an efficient and effective manner.

We will provide the following core and supplemental services, which are discussed in detail throughout our proposal:

- Repairs and preventive maintenance on all fleet vehicles.
- Preventive Maintenance (PM) program, with automated notification of PM due
- Emergency road service.
- Arrange towing for disabled vehicles and equipment
- Supplies, parts, and subcontract work.
- In-shop servicing.
- Subcontractor management.
- Security of facilities and assets.
- Administration of outside repairs.
- New vehicle prep/decommissioning.
- Priority repair of critical vehicles as determined by the facilities.
- State & Federal Inspections
- Monthly management reports & Records
- Vehicle retirement-replacement program.
- Exhaust emission measurement/correction.
- On-the-job training for technicians.
- Mechanic certification program.
- Cost savings recommendations.

3.2 Preventive Maintenance

The purpose of Preventive Maintenance (PM) is to maximize a vehicle's availability and longevity. VFM's preventive maintenance program is designed to achieve a level of performance that eliminates the requirement for unscheduled preventive maintenance on vehicles. By adhering to prescribed schedules and performing an extensive inspection at every PM, unscheduled maintenance will not be necessary during the period between scheduled PMs.

With any successful fleet maintenance program, it must be built around a rigorous PM schedule. PM inspections are critical to any quality fleet maintenance program.

During the Preventive Maintenance service/inspection any vehicle system and or component that does not function as designed, does not meet Original Equipment Manufacturer (O.E.M.) specifications, or meets state or federal requirements will be identified and repaired as specified by the Department Contract Manager. Additionally, VFM will perform all state and federally mandated safety, emission, recall, or other inspections that are due when the vehicle/equipment is at the repair facility, unless otherwise specified by the City.

As part of our Preventive maintenance process, we utilize OEM information to review any Technical Service Bulletins (TSB'S) which may be applicable to the unit. These services are taken care of during the PM time frame or are coordinated directly with OEM dealer for factory-required services.

VFM's well-executed PM program should achieve the following:

- minimizes breakdown maintenance (towing)
- reduce capital costs
- reduce excessive repairs and major component repair
- reduce operator inconvenience
- most importantly ensure the safe operation of the City's entire fleet.

3.2.1 Preventive Maintenance Program

VFM's well-executed PM program has several key elements:

- **Scheduling** PM activities should interfere minimally with the operator's normal required work schedule. Therefore, vehicle and equipment PM's should be scheduled at times mutually agreed upon by VFM and the City. VFM has developed and will provide an automated PM schedule to the City with sufficient lead-time that the City can give ten (10) working day notice to the vehicle user. PM schedule notification, referencing both the department and unit number, will be provided in writing to the designated Department representative VFM will be responsible for all contact with departments regarding vehicle PM scheduling. The City of Deerfield Beach, the designated Department representatives, and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance.
- **Notification** has started at this point. We will notify individuals and Department heads of the next months' schedule via a formal letter and, if available, we will email each person/office to remind them of the appointment.



- **Reporting** – Each week VFM will prepare a report for the City containing a list of “PM No Shows” and any other pertinent information related to PMs. On a periodic basis, we will also provide a report outlining statistical analysis, findings, and recommendations to enhance the overall maintenance of the fleet. We will notify the senior management of the applicable using agency whenever a vehicle is not delivered for service after a second notification. It is VFM policy to note the no shows and should the vehicles develop a problem that results in a repair to correct and the cause can be traced to the missed scheduled servicing.
- **Performance** will start after all coordination is done and appointments are set. We will use our checklists to perform all necessary inspections and determine if key items are within tolerances or need to be replaced because of age or nearing the end of its useful life. VFM will perform the most appropriate Preventive Maintenance service when vehicles and equipment are in the shop for other reasons.

During the Preventive Maintenance service/inspection any vehicle system and or component that does not function as designed, does not meet Original Equipment Manufacturer (O.E.M.) specifications, or meets state or federal requirements will be identified and repaired as specified by the Department Contract Manager. Additionally, VFM will perform all state and federally mandated safety, emission, recall, or other inspections that are due when the vehicle/equipment is at the repair facility, unless otherwise specified by the City.

As part of our Preventive maintenance process, we utilize OEM information to review any Technical Service Bulletins (TSB’S) which may be applicable to the unit. These services are taken care of during the PM time frame or are coordinated directly with OEM dealer for factory-required services.

VFM’s well-executed PM program should achieve the following:

- minimizes breakdown maintenance (towing)
- reduce capital costs
- reduce excessive repairs and major component repair
- reduce operator inconvenience
- most importantly ensure the safe operation of the City entire fleet.

3.2.2 Preventive Maintenance Automated Tracking

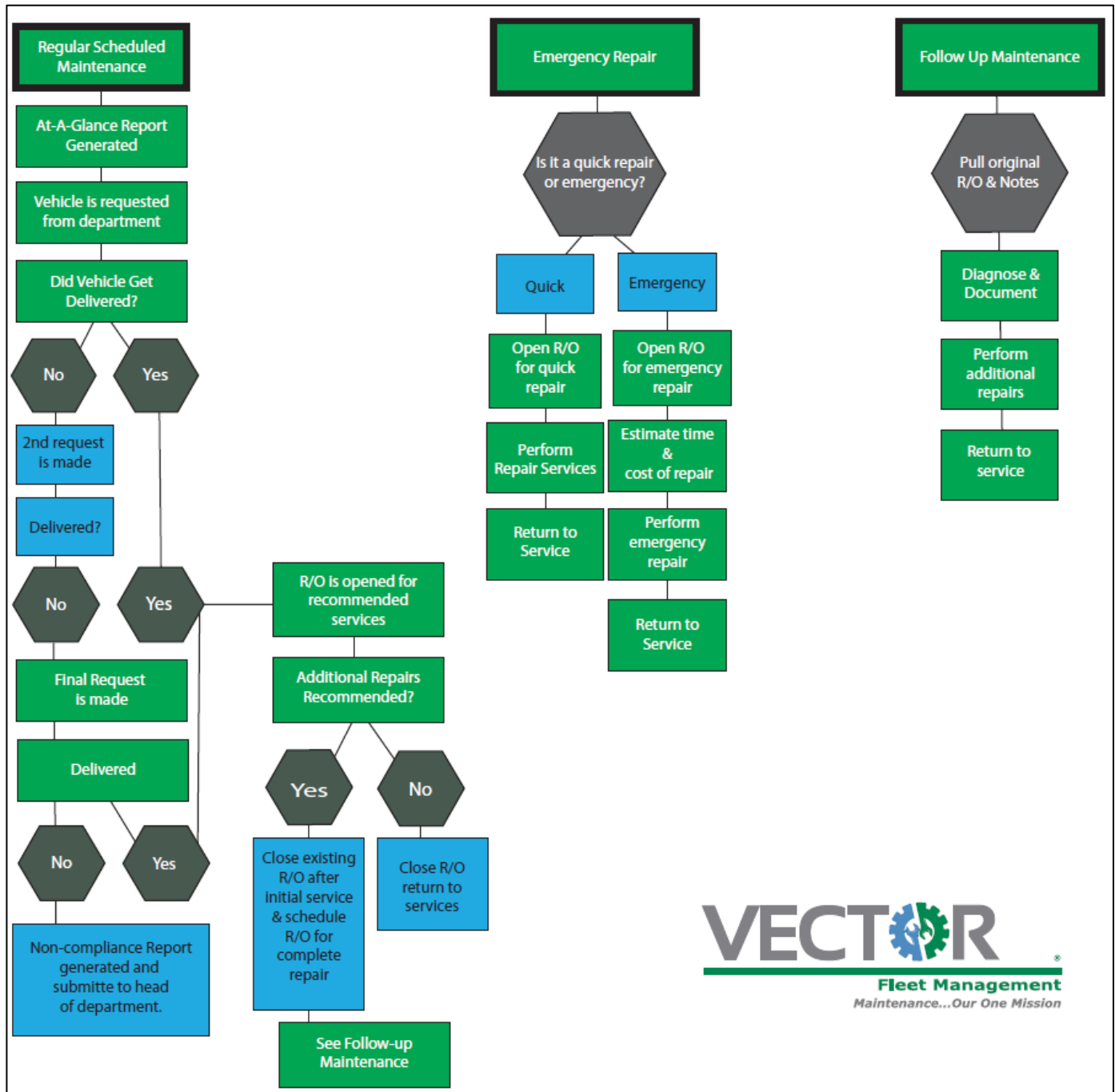
This ‘at-a-glance’ report is delivered automatically every Monday morning to the Contract Liaison.

The information displayed below, appears in the body of the e-mail, there is no need to open any other application to view the information:

UNIT	DESCRIPTION	LAST DONE	LAST DONE READING	DUE %	INTERVAL	METER TYPE	DUE DATE
6100-7215	Wet (B PM)	Jan 20 2010 12:00AM	63779	129	4000	ODOMETER	Apr 26 2010 12:00AM
7500-80-1	Annual Inspection (C PM)	Mar 10 2009 12:00AM	28466	121	365	DAYS	Mar 8 2010 12:00AM
1425-6247	Wet (B PM)	Mar 17 2010 12:00AM	24548	110	5000	ODOMETER	May 17 2010 12:00AM
7500-10-L	Dry (A PM)	Nov 12 2009 12:00AM	18438	108	180	DAYS	May 9 2010 12:00AM
6100-66	Annual Inspection (C PM)	Apr 28 2009 12:00AM	116143	107	365	DAYS	Apr 28 2010 12:00AM
6210-01-N	Wet (B PM)	Jan 27 2010 12:00AM	117900	101	5000	ODOMETER	May 22 2010 12:00AM
6100-59	Wet (B PM)	Nov 27 2009 12:00AM	145510	99	180	DAYS	May 25 2010 12:00AM
7500-099	Annual Inspection (C PM)	Jun 2 2009 12:00AM	13514	98	365	DAYS	May 31 2010 12:00AM
7500-060	Annual Inspection (C PM)	Jun 1 2009 12:00AM	28944	98	365	DAYS	May 31 2010 12:00AM
7500-041	Annual Inspection (C PM)	Jun 3 2009 12:00AM	10060	98	365	DAYS	May 31 2010 12:00AM
6100-40	Wet (B PM)	Dec 1 2009 12:00AM	90120	97	180	DAYS	May 29 2010 12:00AM
7500-067	Annual Inspection (C PM)	Jun 10 2009 12:00AM	44929	96	365	DAYS	Jun 7 2010 12:00AM
8100-5703	Wet (B PM)	Mar 5 2010 12:00AM	36377	96	5000	ODOMETER	May 27 2010 12:00AM
7500-090	Annual Inspection (C PM)	Jun 12 2009 12:00AM	16458	95	365	DAYS	Jun 11 2010 12:00AM
7500-053	Annual Inspection (C PM)	Jun 15 2009 12:00AM	59836	94	365	DAYS	Jun 14 2010 12:00AM
7500-092	Dry (A PM)	Dec 9 2009 12:00AM	15932	93	180	DAYS	Jun 5 2010 12:00AM
7500-093	Dry (A PM)	Dec 9 2009 12:00AM	5259	93	180	DAYS	Jun 5 2010 12:00AM

Preventive Maintenance Work Flow:

VFM has a great deal of experience as a maintenance provider in the Automotive, Medium/Light Duty Truck, Heavy Duty Truck, and equipment markets. We have an executive team composed entirely of former technicians, and individuals who are currently ASE Certified technicians. Commensurate with that experience comes attention to detail, and never forgetting what it was like to operate within a shop on a daily basis. With these shared experiences VFM is intimately familiar with the workflow layout that will increase productivity, improve reliability, and guarantee customer satisfaction.



The following outlines our Maintenance Process for servicing the City fleet users.



Vehicle Selection for Services:

- The Site Manager will make decisions for needed services based off of reports received at the beginning of the workday, in coordination with City Fleet Manager.
- Once the Site Manager has looked over the “at a glance” report from our FMIS software, he will schedule out the work based upon his findings in the report.

- The site manager will then communicate to the responsible party, that there is a need for maintenance on certain unit numbers.
- Once the vehicle is brought onto the lot, it is taken by its daily driver to the check in area.

Vehicle Check In Protocol:

- The assigned driver for the vehicle requested in the “At a Glance” report will bring his/her vehicle into the Vector Fleet Management check in area of the maintenance facility.
- The driver will disclose any known issues with the vehicle or additional services he/she may be seeking, in addition to the original request for Preventive Maintenance.
- A diagnostic questionnaire is completed by driver which will minimize technician discovery time.
- A VFM employee will then fill out the necessary paperwork for vehicle and create a Repair Order for the vehicle.

Repair Order Creation:

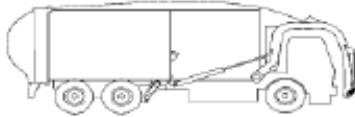
- The repair order mentioned in the previous step will be filled in with a minimum of fifty (50) words of narrative, centered on the reason for the vehicle work order, if that reason is outside of preventive maintenance.
- *If the work order is AFTER HOURS, the customer that is dropping the vehicle off will include all pertinent information on the vehicle such a mileage, plate, vehicle description, and a reason for service. He will take this information along with the keys to the vehicle and drop it in the overnight box.*
- Once a technician has been assigned the Repair Order he will go pick the vehicle up and bring it into the work area for the start of the maintenance process.

Maintenance Method:

When the vehicle has been brought into the service bay the Technician will begin to work through the PM Checklist.

- a) Lighting System (including light bars and auxiliary lighting)
 - b) Steering System (Undercar)
 - c) Starting/Charging System
 - d) Hydraulics
 - e) Auxiliary systems
 - f) Brake Linings
 - g) Grease Fittings
 - h) Coolant, Power Steering Fluid, Transmission and Wiper Fluids
 - i) Serpentine Belt and Cooling Hoses
 - j) Wipers
 - k) Tires are checked for signs of wear
 - l) Other Equipment type specific checks
- If no other needed repairs are found at that time, outside of the Preventive Maintenance RO assigned at start, the vehicle will then have all necessary paperwork completed and it will be returned to the lot.
 - *However, if an additional need for work is found the Repair Order will **still be closed** on the PM order, and a new RO for the repairs at hand will be issued. If the recommended repair exceeds a predetermined dollar value, that vehicle will be referred to the Fleet Manager for approval before advancing.*
 - PM services are routinely audited by our management staff as part of our Vector Quality Assurance program.

Sample PM Forms

UNIT NUMBER		ODOMETER READING	HR METER READING	INSPECTION DATE	WORK ORDER NUMBER	
ANNUAL INSP. EXPIRATION		REGISTRATION EXPIRATION	LICENSE PLATE NUMBER	ARE ANY CAMPAIGNS DUE? TSB NUMBER		
 PREVENTIVE MAINTENANCE INSPECTION Front End Loader PMA (Includes Federal Annual Inspection)						
Inspect all items below and place an X in the appropriate condition column. All Look Out Tag Out (LOTO) requirements are to be followed in accordance with company policy. All required Personal Protective Equipment (PPE) is to be used as required during the course of the inspection. The technician must establish a consistent starting and ending point for all Preventive Maintenance Inspections (PMI). OK = All Conditions are Satisfactory NC = Needs Correction N/A = Not Applicable for Application						
  						
The equipment repair request or backlog file has been reviewed to verify validity and accuracy of stored data. ☐ YES					CONDITION	
Walk Up Inspection					OK	NC
					N/A	
1	Visual Walk Around/Leaks/Damage and Vehicle ID Standards (Record Damage on Graphics Above)					
2	Check Fluids and Record Levels, Indicate Low Level Amounts and Condition: (S) Satisfactory (U) Unsatisfactory					
2d	Windshield Washer Fluid: OK _____ Quantity Added _____ DEF: OK _____ Quantity Added _____					
In Cab/Start Up Inspection Items					OK	NC
					N/A	
3	Check for Overall Cab Cleanliness and Safety Hazards (Objects on Floor Around Pedals, on Dash, and/or Under Seat)					
5	Turn Key Switch On, Engine Remains Off, Check Warning Lights Alarms/Buzzers					
6	Start Engine, Observe Initial Gauge Operation, Listen for Unusual Noises in Starting and Engine Systems, Check Shutdown System					
7	Verify Park Brake Holding Capacity					
Move Truck to Shop					Left	Right Side
Identify Condition for Both L/H and R/H as Appropriate for Dual Steer Vehicles					OK	N
					OK	NC
					N/A	
8	Verify Service Brake Operation - Perform Rolling Stop and Check for Unusual Operation					
9	Verify Chassis Controls and Accessories Operation					
9b	Horns and Back-up Alarm Operation					
9c	Wiper/Washer Operation					
9e	Check Automatic Transmission Neutral Interlock System					
9f	Inspect Seat Belts (Including Right Hand Stand Up Drive)					
9k	Verify Operation/Functionality of the Speedometer and Odometer					
12	Check Glass/Mirror Condition and Operation, Power/Heated Mirror Operation - Operation/Functionality of All External Lighting Devices					
Body					OK	NC
					N/A	
16	Verify Operation of All Body Control Functions and Safety Devices/Indicators					
16a	Fork and Arm/Decel/Cushioning System					
16b	Top Door/Indicator Lights					
16c	Packer Blade/Access Door Interlocks/Indicator Light/Auto pack System and Emergency Stop Function					
16d	Tail Gate Warning					
16e	Body Up Warning					
16f	Over height Warning					
16g	Arms Above Body Warning					
16h	Service Lift					
16i	Neutral Safety Interlock, Throttle Advance					
In Shop Inspection with Power					OK	NC
					N/A	
17	Perform Full Steering Test, Record Free Play in Steering Wheel: _____ Inches					
20	Perform Dynamic Air Pressure Drop Test					
21	Perform Static Air Pressure Drop Test					
23	Check and Record Primary Circuit Low Pressure Warning: _____ PSI (Light) (Buzzer) (Both)					
25	Check and Record Secondary Circuit Low Pressure Warning: _____ PSI (Light) (Buzzer) (Both)					
Walk Around					OK	NC
					N/A	
28	Inspect Lockout Switch, Mounting, Functionality, Lock ability (Replace Faulty Switch Immediately)					
31c	Inspect/Lubricate Pedals					

Sample PM Forms Cont'd

Walk Around Inspection (Continued)		OK	NC	N/A															
32	Inspect Wiper Arms and Blades																		
34	Inspect Lights, Reflectors, Safety Decals, Reflective Tape																		
36	Inspect Fuel Tank/Mounting/Leads/Cap/Lines and Hoses																		
37	Inspect Fenders or Mud Flaps Bumper/Under Ride Devices - Check Cab Steps and Hand Holds																		
44	Inspect Battery Cable Condition, Routing and Clamping																		
Body Inspection/Lubrication		OK	NC	N/A															
46	BLADE EXTENDED - Inspect Packer Blade Cylinders, Hoses, Mounting Brackets, Limit Switches and Adjustments																		
47	Refuse Behind Packer Blade? (YES) (NO)																		
48a	Inspect and Lubricate Packer Blade, Shoes, Sump, and Screen for Cracks and Wear																		
48e	Inspect and Lubricate Arms, Forks, Torque Tube Bushings, Cylinders, Additional Equipment																		
Raised Front End Inspection/Lubrication		OK	NC	N/A															
50	Inspect Kingpins, Knuckle to Axle Clearance, Grease King Pins/Spring Hangers/Shackle Pin																		
Under Vehicle Inspection/Lubrication (Wheels Chocked-Brakes Released)		OK	NC	N/A															
52	Inspect Spindle/Knuckle Steering Linkage/Rod Ends																		
53	Inspect Suspension Mounts, Shock Absorbers, Spring Hangers, Shackles, U-bolts & Springs and Torque Rods																		
54	Grease Kingpins/Spring Hangers/Shackle Pin, Ensure Thrust Bearing Takes Grease TRUCK ON GROUND																		
55	Inspect Engine/Starter/Wiring/Cooling System/Hydraulics for Leaks and Damage																		
56	Inspect Engine/Trans-Mounts, Bell Housing Bolts, Transmission Cooling Lines Routing and Clamping - Check Breather																		
57	Verify Manual Transmission Oil Level, Top Off Oil and Check Condition - Check Breather																		
59	Inspect/Lubricate Drive Line/U-Joints/Center Bearing ENSURE ALL CAPS PURGE WHEN LUBRICATED																		
60	Inspect Allison/Telma Retarder Condition, Connections, Cable Routing and Clamping																		
61	Inspect Cross-Members/Frame Rails/Mount Bolts/Hoses Routing and Clamping																		
62	Inspect Rear Axle(s) Oil Level and Pinion Seal; Check for Leaks; Clean or Replace Breathers; Check Wheel Seals Condition and Oil Level; Check for Housing Cracks																		
63	Inspect/Lubricate Steerable Tag or Pusher Axle																		
64	Check Drum and Rotor Wear/Condition																		
65	Record Remaining 1/32" of Brake Lining or Air Disc Brake Pad Thickness (Using Mechanical Wear Indicators):																		
65a	<table border="1"> <thead> <tr> <th></th> <th>STEER</th> <th>PUSH</th> <th>DRIVE AXLES</th> <th>TAG</th> </tr> </thead> <tbody> <tr> <td>RIGHT SIDE</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>LEFT SIDE</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		STEER	PUSH	DRIVE AXLES	TAG	RIGHT SIDE					LEFT SIDE							
	STEER	PUSH	DRIVE AXLES	TAG															
RIGHT SIDE																			
LEFT SIDE																			
66	Check Brake Adjuster Angle, Push Rod Travel, and Record in Inches Below:																		
66a	<table border="1"> <thead> <tr> <th></th> <th>STEER</th> <th>PUSH</th> <th>DRIVE AXLES</th> <th>TAG</th> </tr> </thead> <tbody> <tr> <td>RIGHT SIDE</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>LEFT SIDE</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		STEER	PUSH	DRIVE AXLES	TAG	RIGHT SIDE					LEFT SIDE							
	STEER	PUSH	DRIVE AXLES	TAG															
RIGHT SIDE																			
LEFT SIDE																			
67	Inspect Brake Chamber/Brake Adjuster Condition, Air Disc Brake Running Clearances; Inspect Pin for Free Movement; Remove Chamber Plug and Inspect for Hung Up Caging Plate REPLACE BRAKE CHAMBER PLUG																		
67a	Lubricate Automatic Slack Adjusters and S-Cams with PyroFlex Blue or Equivalent HAND GREASE ONLY																		
68	Inspect Brake Lines/Valves/Brackets, Security of Mounting, Routing, Clamping																		
Engine Compartment Inspection/Lubrication		OK	NC	N/A															
78	Inspect Belts, Idler Pulley/Spring Tensioner, Fan, Hub, and Shroud																		
79	Check Engine for Fluid Leaks																		
80	Inspect Air Compressor and Power Steering Pump Condition and Mounting																		
83	Inspect Turbocharger and Exhaust Components, Including DPF Back-Pressure Monitor and Other Accessories																		
84	Inspect Radiator, CAC Cleanliness and Air Seals																		
85	Inspect/Lubricate Hydraulic Pump Shaft and U-joints																		
88	Inspect/Lubricate Steering System/Box/Shaft/Link/Joints																		
Tire and Wheel Inspection		OK	NC	N/A															
91	Inspect Tires, Condition, Cuts, Punctures - Remove Foreign Objects																		
92	Inspect Wheel Condition, Cracks, Damage																		
93	Check Wheel Fastener Torque																		
95	Inspect Hub Cap, Plug and Oil Level/Condition																		

Sample PM Forms Cont'd

[illegible]

Sample PM Forms Cont'd

Vector Fleet Management Preventive Maintenance Checklists Rear Loader, Brush Truck, and Cherry Picker Refuse Preventive Maintenance Checks And Services.	
Date: _____ Equipment # _____ Mileage: _____ Hours: _____	☐ PMA Weekly PM. ☐ PMB Monthly PM. ☐ PMC 6-Month PM. ☐ PMD Yearly PM. Check Appropriate PM Being Performed ☐ IHC/Hell DP5000 Rear Loader ☐ IHC/Prantice Cherry Picker ☐ IHC/American Hawk Cherry Picker ☐ IHC-FL /Rotobec Cherry Picker ☐ IHC-Peterbilt/Brush Truck ☐ IHC/Leach 2RII Rear Loader ☐ FL/Leach 2RIII Rear Loader Technician Name _____
(P) = OK. (X) Further Repairs Needed. (N/A) Not Applicable	
PMA Inspection. (Part of Brush Truck PMB) Check all lights. _____ Check hydraulic fluid level and entire system & lines for leaks. _____ Check and adjust all limit switches _____ Check for air leaks. _____ Check all lug nuts, and rims. Tighten and replace as required. Check Dual tires to insure all are within 1/4 inch of same tread height. Check all tire pressures and tread depth document as found and correct as needed. Air PSI/ Tire 32nds Air PSI/ Tire 32nds Check all safety systems and alarms for proper operation. _____ Check engine, transmission, and coolant levels, check for leaks. _____ Check all gauges and dash lights for proper operation. _____ Check operation of horns, seats, seat belts, and neutral start. _____ Check body, chassis and components for corrosion. _____ Check all body welds & tailgate hinges for cracks and corrosion. _____ Inspect all safety decals and replace as needed. _____ Inspect & Lubricate PTO pump, drive shaft, and u-joints; check all set screws. _____ Check & grease lift arm and claw. (Cherry Picker only) _____ Check fluid level in arm rotator gear box. (Cherry Picker only) _____ Check & grease arm pinion gear and slewing ring. (Cherry Picker only) _____ Check and grease tailgate hinges. _____ Check and grease all hopper, packer, and tailgate cylinders. _____ Check operation, and grease hopper and packer controls. _____ Check and grease tailgate turnbuckles and eye bolts as needed. _____ Check and grease packer panel pivot. _____ Check and grease ejector cylinder pins, and access door. _____ Inspect tailgate seal, replace as needed. _____ Check and tighten all cylinder bolts, pins and fasteners. _____ Inspect all ladders, rungs, and handles. Tighten all fasteners as needed. _____ Check & lubricate all cab door latches and locks. _____ Check all axle, and wheel seals for leaks. Check breathers. _____ Check oil levels in all differentials, axles, wheel bearings hubs. _____ Check operation of all auxiliary equipment. _____ Check power steering system operation and fluid level, check for leaks, and hose chaffing. _____	PMB Inspection. Check and clean out debris from cabin air filter. _____ Check engine charge air cooler, radiator and condenser for debris, wash out all components. _____ Check rain cap condition, inspect exhaust system check for leaks and damage. _____ Check license tag is mounted properly _____ Inspect air filter restriction gauge. _____ Check all gauges and dash lights for proper operation. _____ Check operation of horns, seats, seat belts, and neutral start. _____ Check operation and condition of wiper blades, arms and top off windshield washer fluid level. _____ Check all engine mounted components. Insure all are secured. _____ Check mud flap condition replace when required. _____ Change engine oil and filter per manufactures recommendations. _____ Check fan blade, shroud, pulleys, and drive belts. Replace as needed. _____ Inspect all boom arm fasteners, and pins. Insure all are tight and secure. _____ PMC Inspection Check & clean all battery terminals and connections, coat with dielectric grease. _____ Check & clean battery shut-off connections coat with dielectric enamel. _____ Check and tighten alternator, starter cables as required. _____ Load test batteries check charging system, Document voltage below. _____ Volts. _____ Replace absorbent material in the air dryer. _____ Change power steering fluid and filter _____ Replace transmission filters. _____ Check all mirrors, and cab glass for cracks scratches, breaks, and inspect mounting repair as needed. _____ Check all hoses for wear and leaks, replace as required. _____ Check all cab grab handles for breaks, cracks and tightness. _____ Check fan clutch for wear and correct operation. _____ Check & lubricate door hinges and latch/lock mechanisms. _____ Check slack adjusters operation, and brake push rod travel on all brakes. _____ Check operation of service brakes and park brake. Check all brake linings thickness and document below. Replace if linings are at/or less than 1/4" at the thinnest point. Check condition of brake chambers. _____ List Brake Lining thickness on appropriate wheel

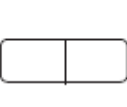
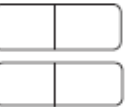
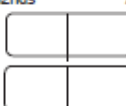
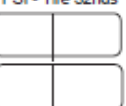
Sample PM Forms Cont'd

Preventive Maintenance Checklists	
Rear Loader, Brush Truck, and Cherry Picker Refuse Preventive Maintenance Checks And Services.	
Check & grease all hydraulic cylinders, pins, check for leaks.	Check & grease spring pins.
Check lift arm & tailgate hinges for cracks and corrosion.	Check and grease all front and rear suspension and steering components.
Inspect all welds on lift arm, grapple, hydraulic cylinders, cylinder pins.	Check and grease brake pedal to brake valve pivot, automatic slack adjusters and s-camshafts.
Inspect truck chassis and dump body for breaks, cracks, corrosion and any potential problems.	Check and grease steering shaft u-joints.
Check fire extinguisher and initial tag.	Clean or replace cabin air filter.
Check all safety systems including dump bed alarm, and safety pins.	Check & grease Driveline, slip yokes, and u-joints. Check for wear and fastener tightness.
Check & grease dump bed door hinges and locking devices.	Check engine intake system, piping, and housings for damage, or loose fasteners
Check & grease body hinges and body hoist pins.	Inspect shock Absorbers
Check hydraulic filter restriction gauge. Repair as needed.	
Check & grease Driveline, slip yokes, and u-joints. Check for wear and fastener tightness.	
Equipment #	
PMC Inspection Continued	PMD Inspection Continued
Replace hydraulic return filter and tank breather if equipped.	Perform parked regeneration procedure.
Check cooling system, pressure test cap and cooling system. Document coolant protection level.	
Inspect all rubber brake hoses for wear.	Technician Notes:
Check all suspension fasteners for tightness repair as needed.	
Check & grease steering components. Check for wear and mounting.	
Check & lubricate hood tilt linkage.	
Check & torque A-Frame mounting nuts and studs document torque below.	
Check all welds on arm.	
Lightly coat door seals with a lubricant safe for rubber.	
Check entire exhaust system for leaks and damage.	
Check Transmission cooler for leaks, cracks, or loose fasteners.	
Check transmission cooler lines for wear and leakage.	
Check A/C hoses, fittings for damage or leaks check moisture indicator.	
Check A/C clutch and pulley.	
Check hydraulic pressures and adjust to manufactures specifications.	
PMD Inspection	
Replace fuel filters.	
Replace fuel/water separator. (if equipped)	
Clean or change fuel strainer (if equipped)	
Change rear axle oil.	
Perform A/C inspection.	
Replace engine air filters	
Remove and inspect drum brakes for cracks, grooves and overheating.	
Check manufacture thickness. Repair as needed. (Every two years).	
Check engine electrical harness and ground.	
Check shock absorbers including brackets for wear or damage.	
Check all suspension leaves for damage, or fatigue.	
Check all axle fasteners and suspension u-bolt torque. Document below	
Check the condition of the lift arm and dump bed valves.	
Check the engine air induction system for salt build-up and corrosion. Clean off with wire brush.	
Drain and flush hydraulic system clean reservoir strainer and refill system.	
Change oil in loader gear box	
Check engine and transmission mounts and fasteners, tighten as needed.	
Check all electrical harnesses for damage and improper routing repair as needed	
Check driveline, yokes, carrier bearings, and slip yoke condition. Check u-joint phasing. Torque U-joint cap screws. Document torque	
Remove & clean, replace (as needed) transmission breather.	
Check all frame cross members and gussets for wear or damage.	
Check air dryer voltage and heater circuits.	
Replace transmission filters (All Models)	
Drain and replace synthetic transmission fluid (every two years)	
Change wheel bearing oil.	
Check axle alignment.	

Sample PM Forms Cont'd

Preventive Maintenance Checklists Rear Loader, Brush Truck, and Cherry Picker Refuse Preventive Maintenance Checks And Services.		
Inspect vibration damper for damage or deterioration of rubber.	☐	
Adjust overhead or valve lash (every two years)	☐	
Drain and flush engine coolant (every two years). Check hoses for damage.	☐	
Add Extended Life Coolant (ECL) Extender when not required to flush system.	☐	
Change rear axle filter (every two years).	☐	
Inspect all air brake valves for proper mounting and operation.	☐	
Wash engine, and clean and inspect air compressor discharge lines.	☐	
Check for any unusual engine/drive train noises.	☐	
Check, clean, inspect all u-bolts, nuts, seats. Retorque u-bolts document torque:	☐	
Technician Signature: _____		

Sample PM Forms Cont'd

VECTOR Fleet Management Maintenance...Our One Mission		Vector Fleet Management	
Preventive Maintenance Checklists			
Side Loader Refuse Preventive Maintenance Checks And Services.			
Date: _____ Equipment # _____ Mileage: _____ Hours: _____		Check Appropriate PM Being Performed ☐ PML Daily PM. ☐ PMA Weekly PM. ☐ PMB Monthly PM. ☐ PMC 6-Month PM. ☐ PMD Yearly PM. ☐ Condor/Labrie Helping Hand ☐ IHC/Bridgeport Ranger ☐ Peterbuilt/Labrie Helping Hand ☐ Mack/Labrie Helping Hand ☐ Autocar/Labrie Helping Hand	
		Technician Name _____ (v) = OK. (X) = Further Repairs Needed. (N/A) = Not Applicable	
PML Inspection.		PMB Inspection Continued	
Check all lights. _____ Check area around all limit switches insuring it has no debris. _____ Check & grease packer front and rear pins. _____ Check & grease hydraulic pump driveshaft, and u-joints. _____ Check & grease crusher panel cylinder pins and hinges. _____ Check & grease follower panel rollers. _____ Visually inspect hopper floor and sides for wear. _____ Drain Spin on fuel filter. _____ Check and grease all gripper pivots. _____ Check & grease gripper cylinder rod end, and bushing. _____		Check all steering components for wear and mounting. _____ Check hydraulic pressures and times document below. Arm Extend/Retract Pressure: _____ Cycle Time: _____ Grabber Up/Down Pressure: _____ Cycle Time: _____ Grabber Close Pressure: _____ Cycle Time: _____ Grabber Open Pressure: _____ Cycle Time: _____ Pump Main Relief Pressure: _____ Dump Valve: _____ Crusher Panel Cycle Time: _____ Packer Cycle Time: _____ Tailgate Cycle Time: _____ Body Hoist Cycle Time: _____	
PMA Inspection.			
Check hydraulic fluid level and entire system & lines for leaks. _____ Check and adjust all limit switches. _____ Check for air leaks. _____ Check all lug nuts, and rims. Tighten and replace as required. Check Dual tires to insure all are within 1/4 inch of same tread height. Check all tire pressures and tread depth document as found and correct as needed. _____  Air PSI - Tire 32nds  Air PSI - Tire 32nds  Air PSI - Tire 32nds  Air PSI - Tire 32nds  Air PSI - Tire 32nds		Check oil levels in all differentials, axles, wheel bearings and hubs. _____ Check power steering system operation and fluid level, check for leaks. _____ Check all hydraulic cylinder mounting and check for leaks. _____ Check & lubricate hopper door hinges (as required) _____ Inspect all body and cylinder welds for cracking. _____ Check & lubricate hood tilt linkage. _____ Inspect body hoist gland nuts and pins. _____ Check hydraulic filter restriction gauge. _____ Check all arm wiring. Repair and secure as required. _____ Check all gripper and arm fasteners apply locktite as need. _____ Inspect arm boom for cracks, and insure all fasteners are secured and tighten. _____ Check engine intake system, piping, and housings for damage, or loose fasteners. _____ Check fan blade and all drive belts and pulley. Replace as needed. _____ Check and adjust cooling, and transmission fluid levels. _____ Check slack adjusters operation, and brake push rod travel on all brakes. _____ Check cab entry steps, ladders for damage and serviceability. _____ Check engine charge air cooler, radiator and condenser for debris, clean out components. _____ Check heater/defroster operation. Check A/C operation. _____ Check rain cap condition, inspect exhaust system check for leaks and damage. _____ Check license tag is mounted properly. _____ Check and adjust arm cam (elevator) rollers. (As needed) _____ Change Oil & Filter _____ Change Coolant filter _____ Check operation of service brakes and park brake. Check all brake linings thickness and document below. Replace if linings are at/or less than 1/4" at the thinnest point. Check condition of brake chambers. _____	
Check packer blade operation. Adjust as required. _____ Check arm and tipper operations/cushion. Adjust as required. _____ Check all safety systems and alarms for proper operation. _____ Check & grease body hoist pins. _____ Check & lubricate tailgate safety pins. Check pin cables. _____ Check and grease/lubricate hopper door hinges. _____ Check and grease gripper elevator (only if needed) _____ Check & grease gripper leveling rod pivot. (If applicable) _____ Check & grease arm inner wear plates. _____ Check & grease arm in/out cylinder rod end and bushing. _____ Check & grease gripper up/down cylinder rod end and bushing. _____ Check arm access panel latch and grease hinges. _____ Check & grease tilt pivot bushing and or dump cylinder. _____ Check engine, transmission, and coolant levels, check for leaks. _____ Check gripper belts/bumpers, and fingers serviceability. _____ Check all gauges and dash lights for proper operation. _____ Check operation of horns, seats, seat belts, and neutral start. _____ Check all fasteners on arm for tightness. _____ Check body, chassis and components for corrosion and cracks. _____			

Sample PM Forms Cont'd

Preventive Maintenance Checklists

Side Loader Refuse Preventive Maintenance Checks And Services.

Check all body welds & tailgate hinges for cracks and corrosion.	
Inspect all safety decals and replace as needed.	
Check and adjust gripper clearance.	
PMB Inspection.	
Check tailgate hinges & locking mechanisms for wear, and check all fasteners are tightness.	
Check first aid kit. Check fire extinguisher, mounting and initial tag.	
Check & lubricate all cab door latches and locks.	
Check all axle and wheel seals for leaks. Check breathers.	

List Brake lining thickness on appropriate wheel		

Equipment #:

PMB Inspection Continued	
Inspect air filter restriction gauge.	
Check & grease spring pins.	
Check operation and condition of wiper blades, arms and top off windshield washer fluid level.	
Check mud flap condition replace when required.	
Clean or replace cabin air filter.	
Check and grease Driveline and u-joints. Check for wear and fastener tightness.	
Change engine oil and filter per manufactures recommendations.	
Change Spin on fuel filter - change	
Adjust Overhead valves (initial)	
Check & grease tailgate hinges and locking mechanism.	
Check & grease body hinges.	
Check & grease tailgate upper/lower cylinder pins.	
PMC Inspection	
Check & clean all battery terminals and connections, coat with dielectric grease.	
Check & clean battery shut-off connections coat with dielectric enamel.	
Load test batteries check charging system.	
Check and tighten alternator, starter cables as required.	
Check cab tilt pump fluid level, operation, and all mounting components for damage or wear. Check tilt cylinder for leaks. Check cylinder pins, mounting components and fasteners for cracks and check tightness of bolts. Inspect all cab insulation.	
Lightly coat door seals with a lubricant safe for rubber.	
Check & lubricate door hinges and latch/lock mechanisms.	
Check fan clutch for wear and correct operation.	
Check Transmission cooler for leaks, cracks, or loose fasteners.	
Check transmission cooler lines for wear and leakage.	
Check Telma brake operation, indicator light, check for damage, check mounting to insure no contact with frame rails has occurred, Check stator coils, and bosses for cracks. Check end play in rotor and stator, Check axle pinion seal, Check all wiring connections, relay box contacts and terminal condition. Repair as needed.	
Check stator/rotor air gap and document findings.	
Check A/C hoses, fittings for damage or leaks check moisture indicator.	
Check A/C clutch and pulley.	
Check all suspension fasteners for tightness repair as needed.	
Check cooling system, pressure test cap and cooling system.	
Document coolant protection level.	
Replace coolant filter if equipped.	
Replace absorbent material in the air dryer.	

PMC Inspection Continued	
Change Spark Plugs	
Check Ignition Coil	
PMD Inspection	
Check engine and transmission mounts and fasteners, tighten as needed.	
Check all electrical harnesses for damage and improper routing repair as needed.	
Check driveline, yokes, carrier bearings, and slip yoke condition. Check u-joint phasing. Torque U-joint cap screws. Document torque	
Remove & clean, replace (as needed) transmission breather.	
Check shock absorbers including brackets for wear or damage.	
Check all frame cross members and gussets for wear or damage.	
Check torque arms, and equalizer for any movement. Check fasteners.	
Replace engine air filters.	
Check air dryer voltage and heater circuits.	
Replace all fuel filters	
Replace hydraulic oil and clean strainer, and magnetic pickup.	
Change rear axle oil.	
Change synthetic transmission fluid (every two years).	
Replace primary and auxiliary transmission filters. (all models)	
Check & grease taper roller bearings on automated arm.	
Check engine electrical harness and ground.	
Adjust Overhead valves	
Flush Standard Coolant	
Check/service methane detection system	
Inspect fuel tanks	
Check seat belts for proper operation.	
Check all suspension leaves for damage, or fatigue.	
Check that license tag is mounted properly.	
Check all axle fasteners and suspension u-bolt torque.	
Drain and flush engine coolant (every two years). Check hoses for damage.	
Adjust overhead or valve lash (every four years)	
Remove and inspect drum brakes for cracks, grooves and overheating. Check manufacture thickness. Repair as needed. (Every two years).	
Change wheel bearing oil.	
Check axle alignment.	
Inspect vibration damper for damage or deterioration of rubber.	
Check, clean, inspect all u-bolts, nuts, seats. Retorque u-bolts document torque.	
Change rear axle filter (every two years).	
Inspect all air brake valves for proper mounting and operation.	

Sample PM Forms Cont'd

Vector Fleet Management	
Preventive Maintenance Checklists	
cSide Loader Refuse Preventive Maintenance Checks And Services.	
Replace hydraulic return filter. (All Models)	
Replace hydraulic tank vent filter (if equipped)	
Check operation and lubricate air actuators on main control valve with light oil.	
Check all mirrors, and cab glass for cracks scratches, breaks, and inspect mounting repair as needed.	
Check, add light grease to steering wheel gear box as required.	
Check packer blade vertical movement insure not greater than 3/16" and side movement is not greater than 1/8".	
Check all hoses for wear and leaks, replace as required.	
Check all cab grab handles for breaks, cracks and tightness.	
Check arm to body mounting bolt tightness.	
Check and grease all front and rear suspension & steering components.	
Check and grease brake pedal to brake valve pivot and automatic slack adjusters and s-camshaft	
Inspect all rubber brake hoses for wear.	
Check and grease steering shaft u-joints.	
Replace Primary fuel filter	
Replace hydraulic return filter and breather.	
Inspect all engine belts replace as required.	
Change power steering fluid and filter	
Wash engine, and clean and inspect air compressor discharge lines.	
Check for any unusual engine/drive train noises.	
Perform parked regeneration procedure for DPF filter.	
Check condition of rubber shock mounts on telma retarder	
Verify telma retarder amorage. Document findings: _____	
Technician Notes	
Technition Signature: _____	

Sample PM Forms Cont'd

VECTOR FLEET MANAGEMENT																																																																																																																																																	
Preventive Maintenance Checklists																																																																																																																																																	
Roll-Off Preventive Maintenance Checks And Services.																																																																																																																																																	
Date: _____ Equipment # _____ Mileage: _____ Hours: _____	Check Appropriate PM Being Performed ☐ PMA 3-Month ☐ Freightliner/Roll-Off ☐ PMB 6-Month ☐ PMC Yearly Technician Name _____																																																																																																																																																
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Preventive Maintenance Checklists	
Roll-Off Preventive Maintenance Checks And Services.	
PMB Inspection cont:	
Check windshield wipers and washer sprayer operation and condition.	
Grease spring pins and trailing beam bushings.	
Lubricate ball studs on steering arm.	
Lubricate brake pedal to brake valve pivot and automatic slack adjusters.	
Lubricate steering u-joints, slip joint, and column.	
PMC Inspection	
Change fuel filters	
Change oil in rear axles per manufactures recommendation	
Check A/C and add refrigerant as needed and check compressor oil level.	
Check air filter and replace as needed.	
Check and clean A/C air filter.	
Check batteries and cables.	
Check brake hoses and pipes for rust, damage, or deterioration.	
Check condition of brake drums, brake chambers, and slack adjusters and replaced as necessary.	
Check engine electrical system. And engine ground.	
Check mud flaps and replace as required.	
Check operation of service and parking brake systems.	
Check seat belts for proper operation.	
Check suspension mounting brackets and bushings and the mounting fasteners for the torque rod.	
Check suspension spring leaves for fatigue, bending and breakage.	
Check that license tag is mounted properly.	
Check that the axle mounting bolts and nuts are securely tightened.	
check the condition of the dump bed and winch valves lubricate as needed.	
Check the engine air induction system for salt build-up and corrosion and clean off with a wire brush.	
Drain and flush hydraulic system, clean hydraulic reservoir strainer, and refill system.	
Change hydraulic return filter element (if equipped).	
Check and adjust transmission fluid level.	
Inspect all rubber brake components and replace as necessary.	
Lubricate brake camshafts.	
Inspect and lubricate kingpins and bushings.	
PMC Inspection cont:	
Adjust valve lash (Per manufactures recommendation).	
Change wheel bearing oil.	
Check axle alignment.	
Check turbocharger and piping.	
Check vibration damper.	
Clean and lubricate spring u-bolts , nuts, and seats and retorquing the u-bolt nuts.	
Inspect all brake lining and replace if within 1/16 in of rivets.	
	List brake lining thickness on appropriate wheel.
Technician Notes:	

Technician Signature: _____

Sample PM Forms Cont'd

		Captive Off-Road Equipment (Equipment Not Licensed)	
INSPECTIONS FOR: *Bobcat (skid steer) *Dozer *Paving Equipment *Roller *Brush Cutter *Motor grader *Tractor *Trackhoe/Backhoe *Mower			
<i>Bolded italicized tasks are to be done on the annual C-PM only.</i>			
TECH: _____		DATE: _____	
UNIT#: _____		HR METER READING: _____	
ITEM	SERVICE	COMMENT	
Walk-Around Inspection	Inspect Machine		
Air Reservoir	Drain moisture & sediment		
Alternator & Fan Belt	Measure - replace and/or adjust		
Attachments	Inspection plates, deformations, functionality		
Batteries	Inspect		
Brake Oil Reservoirs	Inspect oil level		
Bucket Control Cylinder & Linkage	Lubricate fittings		
Bucket Upper Pivot Pins	Lubricate fittings		
Bulldozer Tilt Brace	Lubricate fittings		
Cab Air System	Change filter elements		
Drive Shaft Support Bearing	Lubricate fittings		
Drive Shaft Universal Joints	Lubricate fittings		
Engine Air Intake System	Change filters		
Engine coolant Conditioner	Change conditioner element		
Engine Cooling System	Look at the coolant level		
Engine Crankcase Oil & Filter	Change oil & filter element		
Engine Crankcase Oil Breather	Wash the breather		
Equalizer Bar end Pins	Lubricate fittings		
Fan Drive Support & Fan Belt Pulley Brgs	Lubricate fittings		
Final Drive Oil, check only on C PM	Change oil & filter element		
Fire extinguisher	Charged and ready for use, inspected		
Frame Upper & Lower Pivot Bearings	Lubricate fittings		
Fuel Filter Elements	Change fuel filter elements		
Fuel Tank	Drain water & sediment		
Fuel Tank Cap & Screen	Wash the cap element & screen		
Gauges, instruments	Registering properly		
Hand signal chart	Visible & clean		
Hook & safety latch	Working properly & clean		
Horn and back up alarm	Blows loud and clear		
Hydraulic System Filters	Change the filter elements		
Hydraulic System Oil	Look at oil level & check for leaks, change at C PM		
Indicators & Lights	Check for broken or inoperative components		
Lights, brake, work, tail	Working properly & clean		
Load and Attachment charts	Visible & clean		
Logging Fork Clamp	Lubricate fittings		
Parking Brakes	Determine holding ability- test warning light & horn for proper operation		
Pivot Shaft	Look at oil level & check for leaks		
Placards and decals	Visible & clean		
Rear Axle Trunnion Bearings	Lubricate fittings		
Recoil Spring Oil Compartment	Look at the oil level		
Safety guards & hand rails	In-place, bent, damaged		
Seat Belt	Inspect for damage & wear		
Service Brakes	Determine holding ability- adjust if necessary		
Steering Cylinder Bearings	Lubricate fittings		
Tires	Measure inflation pressure - inspect for damage		
Track Roller Frame Guides	Inspect for wear		
Tracks	Adjust the tracks if necessary		
Transmission Oil Filter	Change the filter element		
Transmission Oil System	Look at oil level & check for leaks, change at C PM		
Winch (if Equipped)	Look at oil level & check for leaks		
Winch Filter & Magnetic Strainer (if equ)	Change filter element- wash strainer		
Windshield, windows, wipers	Clear visibility, wiper functioning properly		
COMMENTS: _____			
TECH SIGNATURE: _____ CAPTIVE HE FORM rev. 9.2018			

Quality Assurance Audit

TECHNICIAN PM AUDIT - TRUCK						
DATE			COMMENT:			
TECHNICIAN NAME						
FACILITY						
SRO#				Tech Sign		
CUSTOMER NAME						
AUDITOR NAME				Auditor Sign		
TASKS			WEIGHT	SCORE	EXPLANATION	P, F or NA (pass or fail)
Bold items count double						
CHECK ALL LIGHTS (Emergency lights/siren if equipped)			1	0	Ensure all lights are operational	
CHECK THAT STEERING WHEEL AND INTERIOR IS FREE FROM GREASE AND OIL			1	0	NO handprints, grease or oil should be on steering wheel or interior	
CHECK THAT HOOD AND DOORS HAVE NO HAND PRINTS			2	0	NO handprints, grease or oil spots should be on outside of unit	
INSPECT BATTERY BOXES, COVERS, MOUNTINGS, CHECK THAT CABLE ENDS ARE CLEAN			1	0	Ensure battery box cover is on, cables & posts have been cleaned	
CHECK AND RECORD AT LEAST 50% OF TIRES FOR AIR PRESSURE						
CUSTOMER'S SPECS OR SIDEWALL RECOMMENDATION: _____ PSI						
ACTUAL SPECS FOUND: RF _____ PSI RFO _____ PSI RRO _____ PSI			1	0	All tire pressures checked should be within 5 PSI of customer spec or sidewall recommendation	
LF _____ PSI LFI _____ PSI LRI _____ PSI						
LFO _____ PSI LRO _____ PSI						
CHECK FRONT HUB OIL LEVEL			1	0	Oil level should be at FULL LINE, not above or significantly lower	
CHECK FOR NEW OIL FILTERS, NO LEAKS, FILTERS DATED			2	0	New filters should be in place and dated with a Sharpie marker	
CHECK FOR NEW FUEL FILTER, NO LEAKS, FILTER DATED			2	0	Same as above	
CHECK OIL LEVEL, CHECK OIL FILL CAP SECURED			2	0	Oil must be at full level on dipstick, oil fill cap in place & secure	
CHECK BRAKE LININGS			2	0	Check brake linings; they must be accurately measured & notated on PM sheet	
INSURE THAT ALL GREASE FITTINGS WERE GREASED			2	0	Grease fittings & related components must show evidence of grease, fittings that would not take grease must be notated	
CHECK OIL PAN DRAIN PLUG TO ENSURE THAT IT IS TIGHT			2	0	Oil pan drain plug must be secure	
CHECK UNDERNEATH VEHICLE FOR UNUSUAL LEAKS OF ANY KIND			1	0	No leaks related to the PM service should be evident, Other leaks (rear main, etc.) should be notated on PM sheet	
CHECK THAT TRANSMISSION FLUID IS AT CORRECT LEVEL			1	0	Fluid level should be correct and there should be evidence of tech checking the component	
CHECK THAT REAR-END FLUID IS AT CORRECT LEVEL			1	0	Fluid level should be correct and there should be evidence of tech checking the component	
CHECK CLEANLINESS OF WORK AREA			2	0	No sign of our service should be left at site; no trash, grease or oil	
CHECK THAT TMT TIME IS APPROPRIATE, CORRECT PM CODES WERE USED			1	0	Time in TMT should be close to allowed time for PM. Codes are correct	
CHECK FOR DOT DUE, WAS IT NOTATED ON PM SHEET, PM STICKER IN PLACE			1	0	D.O.T. due date should be on PM sheet if D.O.T. was not done, PM sticker reflecting our service must be in place	
CHECK ALL PAPER WORK, COMPLETE			1	0	SRO worksheet must be complete with correct codes and time in/time out. PM sheet must be completed with comments	
PM AUDIT SCORE			27	0	0%	

As part of the VFM Quality Assurance Program each month every technician has a PM Audit performed by our Site Manager. These are used to identify areas of training and compliance.

3.3 Routine Maintenance and Repairs

Perform repairs as required; road test and correct deficiencies.

3.4 Yearly Maintenance and Inspections

Inspect and test vehicles and power-operated equipment on an annual basis in accordance with Federal and State laws. State Vehicle Safety and Emission Inspections tests shall be performed by VFM Yearly or Bi Yearly by properly authorized and trained mechanic(s).



3.5 Non-Vehicular Equipment

Maintain hourly miscellaneous equipment in compliance with the OEM specifications or as necessary.

3.6 Repairs

3.6.1 Repair Service Timelines

VFM understands that as budgets become more and more constrained, every vehicle becomes more critical for the City to perform its mission of providing services. We understand that excessive down-time for service is not acceptable. Scheduled repairs will be started on the day scheduled, and unscheduled repairs will be started within three days of the unit's delivery to our shop.

3.6.2 PM Service Timelines

VFM will complete PM services for vehicles delivery for scheduled Preventive Maintenance Service within 24 working hours of delivery for heavy trucks. VFM will make a good faith effort to perform any needed repairs identified during the Preventive Maintenance inspections within these time constraints, however, these time requirement will not be contractual requirements for the performance of additional work.

3.6.3 Repair of Small Equipment – Including Non-Fleet assets for the City

VFM will inspect and perform preventive maintenance on all equipment on an annual basis unless more frequent inspections/PMs are required by OEM recommendations. These inspections/PMs will focus on safety of operations in addition to maintaining wear items such as blades, filters, belts and tires.

3.6.4 Repair Expectations

Estimated repairs that exceed \$1,000 will be reviewed by VFM to determine the cost effectiveness of repairing and be specifically approved by the City. If replacement is recommended, we will notify the City in writing. Repairs on such equipment will be deferred until a decision is made by the LIAISON or their designee to proceed.

3.6.5 Repair Turnaround Time Standards

Turnaround time is the amount of clock time a vehicle is out of service for maintenance and repair. Clock time begins when a vehicle is brought to the shop or a request for road service is received, and ends when services are completed and the customer has been contacted. Not included in the calculation of turnaround time are City directed services, time spent waiting for approval to proceed with unit repairs, units awaiting specialty parts, acts of God, or services performed on units specifically excluded by the Client.

3.6.6 Quick Fix Repairs

VFM will provide a Quick Fix function for minor repairs of less than a two-hour duration when the vehicle operator chooses to wait for service. Vehicles repaired under Quick Fix will be moved to top priority. Some examples of Quick Fix repairs are: headlight replacement, battery replacement, tire repairs, lighting repairs, fluid replenishment and windshield wiper service.

PMs will not be conducted as a Quick Fix function. If there is a systemic problem with unusual oil consumption or loss between scheduled PM servicing the vehicle needs to be diagnosed by our technicians to determine the source of the loss and repairs completed as soon as possible. Field expedient service will not be performed to patch a vehicle problem to get it back on the road. We may jump start a dead battery to get it attached to a tow vehicle or moved to a road shoulder. All other failures will be towed to the facility unless a complete fix can be done at the site where the vehicle is stranded.

3.7 Road Calls

VFM will coordinate, with City vendors, emergency road service for the City of Deerfield Beach, during our shift. For equipment which cannot be brought into the maintenance facility we will coordinate with City vendors to provide mobile service 24/7 days a week emergency road service.

VFM will be responsible for dispatching the proper repair vehicle within 20 minutes of notification of the road call.



3.8 Tire Services



VFM will coordinate with City the purchase of all tires for the duration of the Contract. All tires will be of the same quality, performance and load range currently utilized on the Deerfield Beach's equipment. VFM's tire inventory levels shall be sufficient to maintain service failures for a minimum of three (3) working days. We will track tire usage through the fleet management information system and establish automated reorder points to ensure that the appropriate inventory levels are maintained.

All tires will be replaced when they have reached minimum tread depths as specified in state Law appropriate to the type vehicle or have failed or are unacceptable due to weathering or other unacceptable conditions that affect the safety and performance of vehicles and equipment VFM shall manage the tire recap program and provide tire repairs services to all fleet vehicles and equipment.

Based on the type of products and service the City provides its customers and the necessity for minimal downtime, VFM will institute a mounted wheel program. This will allow for quick tire/wheel exchanges on units.

3.9 Warranties and Rework

All materials, parts, and workmanship furnished by VFM will be of high quality and free from defects and imperfections and meet all OEM standards and specifications. Further, VFM will pass through reimbursements to the Client for any manufacturer warranty coverage due. Notwithstanding these requirements, VFM will track and identify multiple repairs for the same deficiency on the same vehicle (rework) and shall not bill the Client for any rework that occurs within the following time frames:

All Work – 120 days or 6,000 miles

3.9.1 Factory Warranty Support Program:

VFM is an authorized Fleet Service Provider for Autocar Trucks. This permits us to provide service for our customers under warranty service protocols, and bill the warranty work back to Autocar for payment under no expense to the client.

Under this program we will handle all Warranty Administration for the client, from bumper to bumper. We are capable of billing warranty labor, acquiring OEM parts, and subrogating payment for recovery of warranty expenditures for the client directly through Autocar. With VFM handling your Autocar fleet, it's just like having a dealership in your shop, you don't have to worry about a thing, because we can handle it all. The same service and warranties you know and trust from Autocar have been extended to VFM, and are thereby extended to you.



With this partnership, you can expect less downtime, improved visibility into warranty work performance, and quicker turn-around time if your trucks should go down due to a warranty related issue. With Vector's highly qualified technicians, and Autocar's Fleet Service Provider program, you will be able to manage your assets, and their warranties, worry-free, all the time.

3.10 Outside Repairs

VFM shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair, radiator work, and such other work that can be utilized at minimum cost to the City.

VFM's plan for outside repairs shall be periodically and informally reviewed by Deerfield Beach's and VFM to ensure that the outside repair versus in-house repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of VFM. Subcontractor invoices will be accepted solely by VFM.

VFM shall be responsible for requiring that all approved subcontractors have the same liability coverage as VFM.

3.11 Duties and Tasks

- a) Major repairs to all City vehicles and equipment including engine overhaul (gas, diesel, small engines); transmission overhauls; drive train overhaul; brake overhaul; machining of drums, rotors and flywheels; suspension overhaul, window regulator replacement; ABS brake repair; replacement of wear plates, pins and bushings; turntable assemblies; boom repairs on equipment; bucket repairs; lip replacement; cutting tips replacement and welding; and replacement of motor grader blades.
- b) Routine maintenance and adjustments to all City vehicles and equipment including medium trucks, Ready-mix trucks, Loaders, trailers, and rebuild hydraulic cylinders and replace hydraulic lines that are fabricated by an outside vendor with relevant experience.
- c) Fabrication of parts – installation of trailer hitches, supports and wiring; fabrication and/or welding of parts; modifying equipment, railings, beds, shelves, barricades, shields, braces and brackets.
- d) Maintain and update engine diagnostic equipment and software, and starting/charging analyzer.
- e) Parts washer – maintain washer fluid and the proper disposal of fluid.
- f) Truck tarps – installation and repair of truck tarp systems.
- g) Receiving new vehicles and equipment – VFM will act as receiving agent for delivery of the
- h) City vehicles and equipment and shall affix City decals to all new vehicles.
- i) Specifications for equipment and vehicles – coordinate with purchasing department in writing specifications for new and replacement fleet vehicles and equipment.
- j) Parts and inventory – keep in inventory filters and commonly used parts for all City vehicles and equipment.
- k) Oils and used filters – keep oil and hydraulic oil in stock for shop use and properly dispose of used oil and filters.
- l) Prepare vehicles for on-line public auction – remove stripes, equipment, license plates, and decals from all City vehicles and equipment.
- m) Pickup and delivery – coordinate the pick-up and delivery of vehicles from the City for repair, when necessary.

3.12 Parts

3.12.1 Parts Supply

VFM understands the City will furnish all parts, tires and supplies necessary to maintain and repair the vehicles and equipment in the City fleet represented by the provided Vehicle Listing. Parts will meet OEM specifications. If required VFM can procure parts using our negotiated national vendor programs, on behalf of the City.



We will work with the City for new product lines before they are introduced into the parts supply. Parts installed on vehicles and equipment's are identified by part number and cost on the maintenance work order.

3.12.2 Inventory

Throughout the contract, VFM and the City will coordinate impending vehicle and equipment retirements in order to dispose of parts that are unique to the equipment prior to its removal from the fleet.

VFM will add all City inventory to our software system at no cost. A complete physical inventory will be taken by representatives of the City and VFM prior to the beginning of the Contract. Upon completion of the inventory, VFM will be responsible for parts accountability and security. VFM will assist the City with disposal of the inactive, unusable, excess and obsolete parts in the City stock.

VFM shall work with City to maintain an adequate parts inventory. Our fleet management information system shall be used to monitor the parts inventory and track parts usage on the City's fleet. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history for each part normally stocked. VFM is committed to supporting local businesses in Deerfield Beach as part of our procurement process.

3.12.3 Obsolete Parts

VFM will work closely with the City to implement a three prong approach to disposing of inactive, unusable, excess and obsolete parts.

First, VFM will assist the City in returning Company owned material to the original suppliers for credit to the City. This includes working with any companies which may have consignment inventory on property.

Second VFM will review the parts inventory to determine if any of the parts unusable at the City can be used at other VFM and Maintenance Contracts. If so, VFM will negotiate with the City to purchase the parts to be used on another contract site.

Lastly, VFM will work with the City to identify a nation-wide inventory liquidation clearing house to auction the excess material to other vendors for reuse.

3.12.4 Parts Warranty

VFM will track, submit for and recover all applicable parts warranties from both OEM and aftermarket suppliers. This information and associated alerts will be entered into the FMIS system.

3.12.5 Oil, Petroleum, Lubrication Products

All oil, petroleum and lubrication products including "add-on" engine oil will be provided by City. Parts, fluids and greases should meet or exceed manufacturer specifications and warranty terms and conditions. VFM will provide a fluid lube cart to improve technician productivity.

3.12.6 Compressed Natural Gas (CNG) Equipment

VFM has experience working on Compressed Natural Gas (CNG) equipment, and in working with contractors for maintenance facility modifications for CNG maintenance capabilities. We will coordinate with local engineering and construction companies, in conjunction with the City, for a maintenance facility modification. Our consulting services are included at no additional charge for the City. Below outlines the expectations for the City facility.

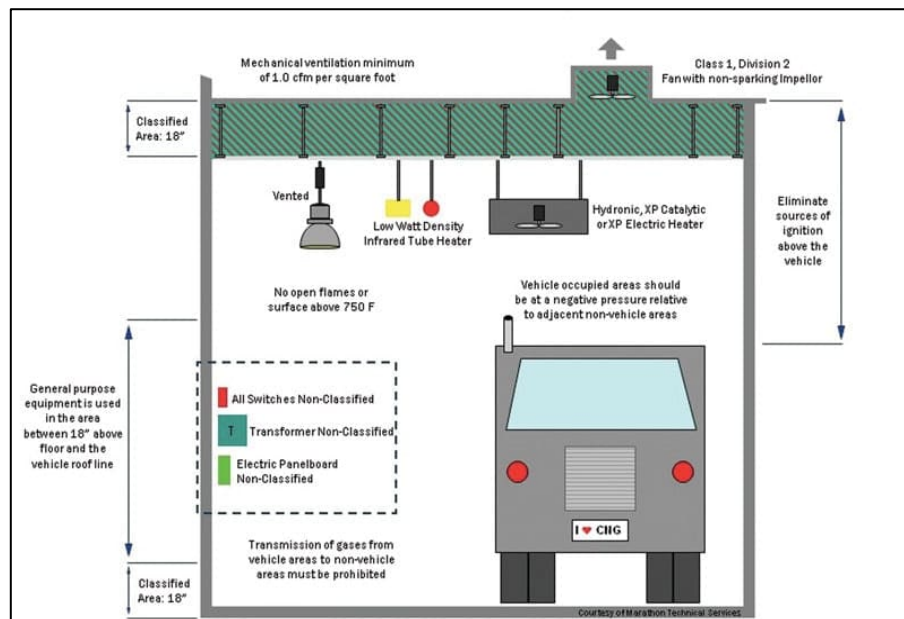


Table 1: Major Repairs Garage: Required

	Minimum Code Requirement	Best Practice
Architectural	Walls to adjacent fire areas to be 2-hour rated Walls to exterior to be 1-hour rated	
Ventilation (continuous)	2.5 air changes / hour < 24' ceiling 3.0 air changes / hour > 20' ceiling	Exhaust at the eave(s) and fresh air near the ground. 4 changes per hour
Ventilation (emergency)	5.0 air changes / hour	Automatically open doors for make-up air
HVAC	Open flame(s) not allowed. No heating surfaces may exceed 750F	
Electric	Within 18" of ceiling all electric to be Class 1, Division 2	4 air changes / hour. No sparking sources within 10' of the floor
Gas Detection	Not required	30' grid fail-safe infrared detection system

Table 2: Minor Repairs Garage: Required

	Minimum Code Requirement	Best Practice
Architectural	Walls to adjacent fire areas to be 2-hour rated. Walls to exterior to be 1-hour rated	
Ventilation (continuous)	2.5 air changes / hour < 24' ceiling 3.0 air changes / hour > 20' ceiling	No recirculation of ventilation air
Ventilation (emergency)	No requirements	Automatically open doors for make-up air.
HVAC	No requirements	Open flame(s) not allowed. No heating surfaces may exceed 750F
Electric	No requirements	No sparking sources within 10' of the floor.
Gas Detection	Not required	30' grid fail-safe infrared detection system

3.13 Reporting

The following minimum requirements for reporting and record-keeping will be in effect for the term of the contract.

3.13.1 Records

Provider Records. Upon prior notice by the City, VFM will provide authorized City representative's access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, time cards, and memoranda, and will provide to the City cost verification for work.

Files and Procedures. VFM will maintain onsite, either electronically, hard copy, etc., a complete file of service manuals, parts manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. These records become the property of the City at contract termination or conclusion. VFM will provide initial and update FMIS training City employees requiring access. VFM will maintain and update this FMIS connection for the City as required for the duration of the Agreement resulting from as direct by the City process. All records become the property of the City at contract termination or conclusion.

Vehicle and Repair Order History. A hard copy vehicle history folder will be maintained on site by VFM for all maintenance and repair work done, including all contracted/commercial work. This folder will contain, by repair order number, all repair orders generated for the fleet. In addition, a folder will be kept for each vehicle and piece of equipment in the fleet which will contain hard copy documentation of the vehicle's make, model, year and serial number, warranty information, and invoice information. Some users may require, and the Provider must provide them with a copy of repair orders for their vehicles at the time that maintenance or repair work is completed.

These records will be maintained on-site for a period of one year after the vehicle is disposed of to conform to Federal DOT regulations.

FMIS Requirements. VFM will utilize our FMIS system to establish and maintain an electronic record keeping and reporting system for all services being provided. This will include records of all maintenance, repair and servicing activity performed on each vehicle.

- a. Weekly Report. VFM will generate a report summarizing the previous week's activities for delivery to the City before noon each Friday. The exact content and format of the report will be determined by the City but will include the current week's scheduled activities such as:
- Vehicles scheduled for PM service
 - Vehicles scheduled for repair or other service
 - A listing of vehicles not delivered for a scheduled PM or other service (the listing will include the assignee's name, if known, and department)
 - Warranty/Recall status (as required)
 - A summary of suspected blatant user abuse
 - A summary of vehicles remaining out-of-service
 - A summary of new vehicle preparation activities
 - Number of completed work orders
 - Summary of vehicles not repaired pending authorization to repair from the City
 - Fleet availability report.
- b. Monthly Report. VFM will submit a monthly report to the City on or before the 10th calendar day of the month following the reporting period. The report will summarize the month's work within the parameters defined by the daily report. In addition, the monthly report will include performance according to Performance Standards. A monthly safety report will also be submitted.
- Failure/attainment in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
 - Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
 - Number of shop orders.
 - Number of vehicle PMs scheduled/completed.
 - Downtime by category and in total.
 - Cumulative records of sub-contracted work.
 - Total labor hours expended.
 - Total parts cost.
 - Problem/accident summary.
 - Total costs, by vehicle and department so that entire vehicle cost maybe billed by the City Accounting department back to the department that owns the unit.
 - Brief notes of relevant issues per VFM's manager on site
- c. Annual Report. On the first anniversary of the effective date of the Agreement and every other anniversary date thereafter, VFM will submit to City a written annual report that summarizes the year's activity in the format agreed upon by VFM and the City. VFM will provide a statement indicating the solvency of the provider as part of the annual report. This may take the form of a standard issued certified corporate report or certified statement of VFM's financial condition.
- d. Additional Reports. The City may require that VFM add routine reports and/or increase the frequency of routine reports.

3.13.2 Invoice

VFM will invoice the City in an amount equal to rates agreed for the current contract year. Included in the invoice will be additional reimbursable items (including directed work, approved accident repairs, and other approved work, emergencies) which were incurred by VFM in the previous month. Invoices shall be paid completely by the City within thirty (30) working days of receipt of the invoice. VFM will provide supporting documentation for all monthly invoice items. EXAMPLE BELOW

Invoice		Please Remit To:		
 9300 Harris Corners Parkway, Ste 350 Charlotte, NC 28269 Phone - (704) 921-0148 Fax - (704) 921-9880		Vector Fleet Management, LLC PO Box 890603 Charlotte NC 28289-0603		
		Page:	1	
		Number:	0000282632	
		Date:	7/31/2020	
		Salesperson:		
		Customer:	BIGSPR	
Sold To City of Big Springs, TX 1011 East 2nd St Big Spring, TX 79720 USA		Ship To City of Big Springs, TX 1011 East 2nd St Big Spring, TX 79720 USA		
Customer P.O. 265912	Ship Via	Terms Net 30		
Item	Description	Qty Shipped	Price	Amount
BIGNT	NON-TARGET INVOICE	1.00	0.00	0.00
NON-TARGET INVOICE FOR THE MONTH OF JULY, 2020				
BIGLBR	LABOR	1.00	18,418.17	18,418.17
BIGPRT	PARTS	1.00	17,699.84	17,699.84
BIGSVC	SERVICES (3rd PARTY)	1.00	45,987.83	45,987.83
	DISCOUNT	-1.00	7,019.66	-7,019.66
----- LAST ITEM -----				
PLEASE PAY FROM INVOICE - A STATEMENT WILL BE SENT FOR INFORMATION ONLY				
Terms: Payments are: Net 30. Accounts in default are subject to a late charge of 1.5% per month (18% per annum) and, customer agrees to pay all costs of collection, including reasonable attorney's fee, and, except in consumer transaction, customer waives all rights of exemption under the laws of the state of purchase.		Subtotal	75,086.18	
		Freight	0.00	
		Sales Tax	0.00	
		Trade Discount	0.00	
		Payment/Credit Amount	0.00	
		Balance	75,086.18	

3.14. Fleet Management and Information System (FMIS)



The ability to generate and share reports is key to managing your fleet and measuring the quality, cost and productivity results. VFM utilize a fleet maintenance management system which enables us to leverage our experience in servicing vehicles, developing optimal preventive maintenance schedules, and managing and distributing large inventories. VFM will own, install, implement and maintain all hardware and software necessary to operate our transferable fleet maintenance management system.

VFM utilizes TMT Fleet Maintenance developed by TMW Systems of Durham, NC. TMT is a sophisticated maintenance management system designed to integrate seamlessly into many accounting systems.

Features include vehicle history reporting, preventive maintenance scheduling and integrated customer billing. VFM uses industry standard coding to track work performed on the customer's fleet. VFM can provide reports to the customer as desired.

Upon consideration, VFM's management system supports customization modules and additional ad hoc reporting capabilities. VFM uses our fleet maintenance management system to schedule, track, and monitor all PM and repair activity. With its electronic database, our technicians can see the PM and repair history of each vehicle at the time of service, which enables us to spot recurring or related problems.

In addition to organizing and prioritizing fleet maintenance and repairs, the system records data on every technician, repair and PM to monitor quality and timeliness. VFM uses the data it collects in a number of ways — to maintain productivity levels, to identify training areas for individuals and to evaluate tooling levels.

Each VFM Service Repair Order (SRO) recaps the following information:

- Vehicle number
- All labor costs
- All parts used for the repair
- Any warranty claim that was filed
- Complete description of the work performed

VFM maintains both hard copy and electronic records on fleet maintenance and repairs.

The system also maintains the following data and information:

- Work orders
- Assets and equipment
- Technician productivity and performance
- Inspection of assets and equipment
- Issue of stock or parts inventory
- Vendors and suppliers
- Fleet assets
- Preventive maintenance scheduling

All electronic data stored in our fleet maintenance management system will be owned by the City and made available to the City Fleet Manager at any time during the contract. Online read-only access to our fleet maintenance management system will be provided to the City's Contract Manager and other designated personnel.

The fleet maintenance management software and hardware is not proprietary to VFM.

At the end of or termination of the contract all of the VFM's software and the City data shall be, at the option of the City, one hundred percent (100%) transferable to the City for continued use and become the property of the City. Any one-time transferable costs and any ongoing costs will be the responsibility of the City. If the City chooses not to transfer the use of the FMIS to the City shall provide all of the City owned data on an electronic disk and provide reasonable assistance to the City in uploading this data to a new FMIS.

On the following pages we have included the following for your review:

- A high level view of our FMIS system component structure
- Detailed definition of reports which are available
- Several sample screen shots of available reports

Our FMIS will, at the very minimum, deliver on the specifications provided as directed by the City to include:

- a. Work orders and status
- b. Labor and parts costs
- c. Parts usage and inventory
- d. Individual vehicle operating histories, e.g. mileage, run hours, etc.
- e. An individual vehicle maintenance history, e.g. PM's accomplished vs. scheduled, repairs completed, etc.
- f. Warranty work completed and warranty recovery records

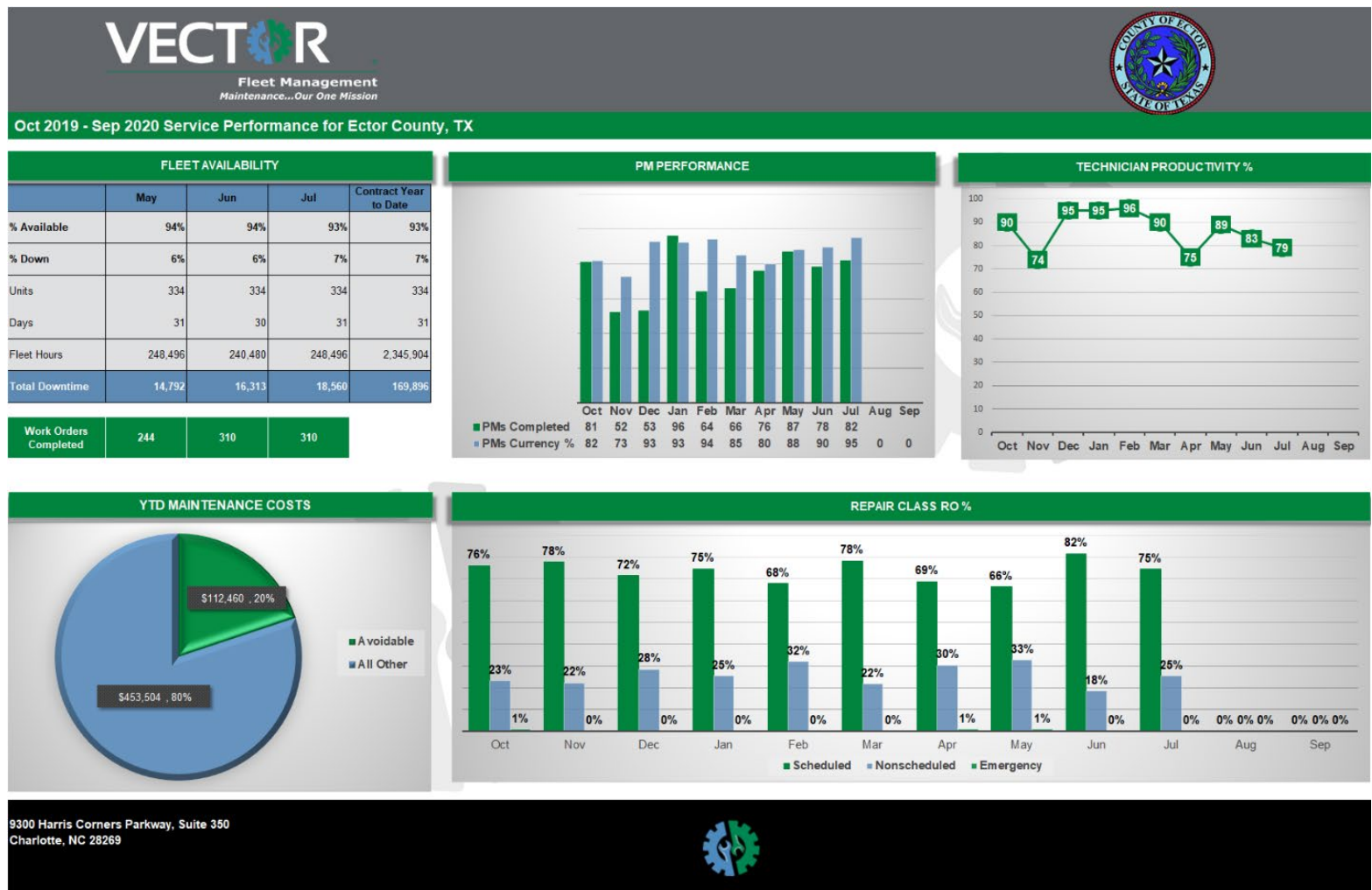
VFM's FMIS has the capability to manage all activities via automated work orders. Work orders shall capture and record, at a minimum, the information described below:

- a. All work orders will possess a unique work order number
- b. Each work order must include a valid unit identification number and license number
- c. Each work order must have an odometer (or hour meter) reading
- d. Each work order must have a maintenance type code (e.g. 1 – schedule, 2 – non-scheduled, 3 – road call, 4 – PM)
- e. Each work order covering outside services must have an outside vendor identification code
- f. Each Preventive Maintenance activity must have a PM code (A,C)
- g. Each work order must have a opened date/time
- h. Each work order must have a closed date/time
- i. Each work order must have a work cause code (e.g. 1-normal wear, 2 – PM, 3 – Abuse, etc.)
- j. Each work order must have a minimum of 50 characters of work description
- k. Technician name or identifier
- l. Each work order must have a labor hours breakdown
- m. Each work order must have part(s), number(s), quantity and cost
- n. Each work order must have a Department/Cost Center identifier
- o. Example: **PM Due Report** (Customer Report sent weekly **via e-mail**)

Example of a **Fleet Dashboard** report:

Vector Fleet Management will track:

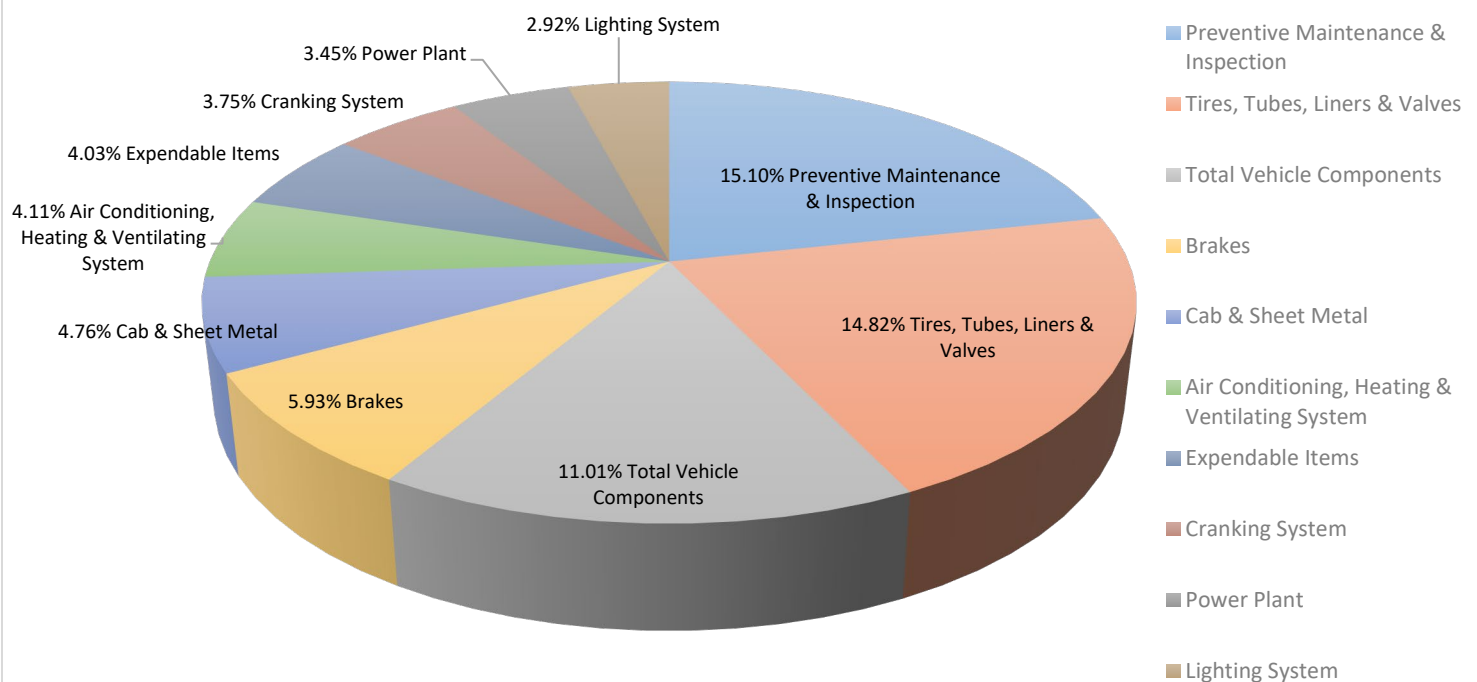
- PM Compliance
- Unit Availability
- Tech Productivity
- Avoidable Costs
- Scheduled vs. Nonscheduled
- Other KPI's



Unit Component Cost Reports YTD (Examples)

Summary Report																			
Code	System Description	Cost Per Unit Util	Labor Hours	Labor Cost	Part Cost	Services Cost	Total Cost	% of Total Cost		053	Expendable Items	0.005	304.79	17,165.77	9,086.92	222.16	26,474.85	4.03%	
000	Preventive Maintenance & Inspection	0.001	1,314.37	73,907.71	24,514.19	888.00	99,309.90	15.10%	054	Horns & Mountings & Reverse Signal Alarms	0.000	12.85	723.72	238.02	0.00	961.74	0.15%		
001	Air Conditioning, Heating & Ventilating System	0.000	353.08	19,863.60	7,167.45	0.00	27,031.05	4.11%	056	Cargo Handling, Restraints, & Lift Systems	0.000	44.42	2,493.21	3,737.22	0.00	6,230.43	0.95%		
002	Cab & Sheet Metal	0.001	266.17	14,955.93	9,072.08	7,292.03	31,320.04	4.76%	058	Power Take-Off	0.000	7.81	428.60	739.56	0.00	1,168.16	0.18%		
003	Instruments, Gauges, Warning & Shutdown Devices, & Meters	0.001	220.58	12,418.55	343.81	1,793.42	14,555.78	2.21%	059	Spare Wheel Mounting	0.000	0.60	32.81	0.00	0.00	32.81	0.00%		
004	Aerodynamic Devices	0.000	0.00	0.00	2.32	0.00	2.32	0.00%	067	Vehicle Coupling System	0.000	4.31	242.74	336.00	2,004.70	2,583.44	0.39%		
011	Axles - Front	0.000	7.19	404.95	111.84	0.00	516.79	0.08%	063	Satellite Communications System	0.000	23.42	1,319.03	0.00	0.00	1,319.03	0.20%		
013	Brakes	0.001	519.66	29,229.52	9,794.18	0.00	39,023.70	5.93%	065	Hydraulic Systems - Multi-function	0.001	12.67	711.57	7,754.41	0.00	8,465.98	1.29%		
014	Frame Components	0.001	50.69	2,841.99	1,462.34	95.00	4,399.33	0.67%	066	Scraping	0.000	1.95	109.82	962.44	0.00	1,072.26	0.16%		
015	Steering	0.001	110.03	6,189.02	2,382.36	0.00	8,571.38	1.30%	071	Buckets	0.000	5.95	335.12	0.00	0.00	335.12	0.05%		
016	Suspension	0.000	35.35	1,990.96	1,478.96	0.00	3,469.92	0.53%	072	Lifting / Unloading	0.000	4.02	226.40	0.00	0.00	226.40	0.03%		
017	Tires, Tubes, Liners & Valves	0.002	541.39	30,440.98	62,323.01	4,678.75	97,442.74	14.82%	077	Body	0.000	1.96	110.39	2,090.70	0.00	2,201.09	0.33%		
018	Wheels, Rims, Hubs & Bearings	0.000	116.13	6,537.09	4,888.86	293.25	11,719.20	1.78%	078	Rear Wall & Door	0.000	0.00	0.00	156.01	0.00	156.01	0.02%		
019	Automatic/manual Chassis Lubricator	0.000	0.00	0.00	71.90	0.00	71.90	0.01%	079	Trailer Frame & Support	0.000	6.06	341.30	405.62	0.00	746.92	0.11%		
021	Axles - Driven, Front Steering	0.000	6.13	345.24	52.23	0.00	397.47	0.06%	078	Trim & Miscellaneous Hardware	0.000	0.95	53.50	188.65	0.00	242.15	0.04%		
022	Axles - Driven, Rear	0.000	7.41	417.34	340.18	0.00	757.52	0.12%	079	Trailer Safety Devices	0.000	0.00	0.00	254.02	0.00	254.02	0.04%		
023	Clutch System	0.000	39.14	2,204.37	1,366.99	0.00	3,571.36	0.54%	082	Mechanical Refrigeration Unit - (MRU)	0.000	1.30	73.22	4,374.72	0.00	4,447.94	0.68%		
024	Drive Shafts	0.001	72.26	3,992.97	174.21	0.00	4,167.18	0.63%	087	Pump - Product Transfer	0.000	0.00	0.00	27.16	0.00	27.16	0.00%		
025	Transfer Case	0.000	4.93	277.66	968.27	0.00	1,245.93	0.19%	098	Valves & Controls - Bulk Product Transfer Systems	0.000	13.70	769.93	477.72	0.00	1,247.65	0.19%		
026	Transmission - Main, Manual	0.002	108.98	6,134.77	3,124.45	519.70	9,778.92	1.49%	099	Safety Devices, Instruments & Gauges	0.000	2.09	117.71	0.00	0.00	117.71	0.02%		
027	Transmission - Automatic	0.001	97.15	5,470.19	2,216.33	0.00	7,686.52	1.17%	111	Undercarriage	0.000	21.67	1,220.46	382.17	0.00	1,602.63	0.24%		
028	Auxiliary Transmission	0.000	1.40	78.85	189.80	0.00	268.65	0.04%	151	Auxiliary Power Unit (apu)	0.000	24.54	1,382.11	519.46	300.97	2,202.54	0.33%		
029	Auxiliary Section - Main Transmission, Manual	0.000	0.00	0.00	39.71	0.00	39.71	0.01%	153	Stationary Generator	0.000	1.23	69.27	27.84	0.00	97.11	0.01%		
031	Charging System	0.000	51.49	2,893.89	1,957.61	0.00	4,851.50	0.74%	161	Sweeping	0.000	16.93	953.52	0.00	0.00	953.52	0.14%		
032	Cranking System	0.001	265.72	14,924.76	9,767.50	0.00	24,692.26	3.75%	162	Spreading	0.000	5.67	319.33	96.88	350.00	766.21	0.12%		
033	Ignition System	0.001	76.11	4,275.66	678.26	0.00	4,953.92	0.75%	163	Chipping	0.000	4.50	253.45	0.00	0.00	253.45	0.04%		
034	Lighting System	0.001	283.57	15,920.99	3,150.04	160.00	19,231.03	2.92%	166	Vacuuming	0.000	1.64	92.36	0.00	0.00	92.36	0.01%		
037	Modules/relays - Electrical	0.000	9.80	549.81	0.00	0.00	549.81	0.08%	171	Trenching	0.000	4.18	235.37	0.00	0.00	235.37	0.04%		
041	Air Intake System	0.000	26.14	1,472.20	732.36	0.00	2,204.56	0.34%	172	Mowing	0.001	126.58	7,110.89	1,974.11	0.00	9,085.00	1.38%		
042	Cooling System	0.001	163.65	9,193.09	5,748.34	1,837.74	16,779.17	2.55%	174	Mixers	0.000	0.00	0.00	548.85	0.00	548.85	0.08%		
043	Exhaust System	0.001	130.02	7,322.78	4,517.51	823.90	12,664.19	1.93%	193	Compaction Bodies	0.000	1.02	57.45	0.00	0.00	57.45	0.01%		
044	Fuel System	0.001	142.04	7,998.41	3,901.59	0.00	11,900.00	1.81%	267	Tilt Bodies	0.000	14.13	795.81	0.00	0.00	795.81	0.12%		
045	Power Plant	0.003	260.74	14,800.46	7,554.28	510.50	22,665.24	3.45%	269	Bus Body	0.000	2.65	149.26	759.70	0.00	908.96	0.14%		
046	Electric Propulsion System	0.000	3.45	194.31	0.00	0.00	194.31	0.03%	287	Belt Conveyor System	0.000	12.79	720.35	821.53	0.00	1,541.88	0.23%		
048	Power Train - Hybrid	0.000	0.00	0.00	7.99	0.00	7.99	0.00%	289	Drilling and Boring System	0.000	0.00	0.00	628.85	0.00	628.85	0.10%		
051	General Accessories	0.000	1.85	103.98	1,628.83	0.00	1,732.81	0.26%	364	Dust and Debris Collecting	0.000	0.00	0.00	1,304.80	0.00	1,304.80	0.20%		
052	Electrical Accessories	0.000	170.33	9,591.22	0.00	0.00	9,591.22	1.46%	365	Air Compressor System	0.000	40.74	2,279.25	0.00	0.00	2,279.25	0.35%		
									366	Paving	0.000	34.96	1,953.64	0.00	0.00	1,953.64	0.30%		
									368	Painting & Spraying	0.001	73.60	4,145.22	182.60	0.00	4,327.82	0.66%		
									369	Sawing	0.000	0.07	3.95	0.00	0.00	3.95	0.00%		
									599	Total Vehicle Components	0.001	1,285.28	72,248.99	162.21	0.00	72,411.20	11.01%		
										Average:		98.41	\$5,532.32	\$2,726.86	\$282.73	\$8,541.91			
										Grand Total:		0.238	7,577.78	\$425,988.77	\$209,967.95	\$21,770.12	\$687,726.84		

Top 10 components % of Total Cost



FMIS structure below:

Planning	Repair Orders	Execution	Inventory Mgmt	Warranty	Accounting	Mgmt Reports
PMIs	RO Creation	Mechanic Workstation	Purchasing	OEM	Disbursement Rules	Business Intelligence
Service Calls	Employee Assignment	Indirect and Direct Labor Capture	Parts Requisition	Extended	Cost Allocations	Alerts
Recalls	Standard Times	Parts Request	Tire Inventory	Aftermarket	Interface with Financials	Standard Reports
Shop Planner	Repair History	Mobile Repair	Inventory Control	Claims Generation	General Ledger	Web-based Reports
	Chronic Repair Recognition		Bar Coding	Warranty Funds Captured from Claims	Accounts Payable	Dash Board
					Accounts Receivable	KPIs

Please find below, report definitions, for reports we believe are instrumental in managing a fleet of your size and diversity.

Unit Cost of Ownership Report The Report is based on years in service rather than calendar years. Lines in the "Cumulative" cost columns represent one year in the report. Lines add together annual cost up to and including the specific year and continue incrementing one line per year up to the current year. Each line item in the "Actual" cost columns only display costs for a single year.

Unit down Time Analysis Reports the Unit Downtime Analysis report provides a way to capture a unit's downtime and time out of service. The report tracks when a unit is out for repair. You can review how long the unit is out of service. The cost of each repair is also listed along with the total number of work orders for each unit. You can make the report specific and chart a unit's history and isolate continuing problems. The report can be run in a detailed format. This format lists each repair order and out of service time and downtime is calculated for each repair order. It can run in a summary format with just the total out of service and downtime displayed.

Note: Downtime is calculated from the Open Date to the Completed Date, by time stamp.

Unit Component Cost Report the Component Cost Report gives the Cost per Utilization, Labor Cost, Part Cost, Services Cost, and Total Cost for each component worked on during the selected date range. The percentage of the total for each component code is also listed. The report also has a Detail Report option. If selected the report shows charges by component code listed for each unit. If the Detail option is not selected, the report will run in summary mode with total cost for each component code.

Unit Parts Usage Listing This report allows you to identify every part used for a repair on a particular unit. It provides a detailed accounting of parts charged to units. The report will show part consumption, RO number, date, shop ID, quality and costs. The units listed on the report are based on the selection criteria given to each part and charged to a unit during a specific date range. To narrow the search criteria, a component code, part ID or minimum cost can be entered on the additional tab.

Unit PM Due Report This report provides a way to view a list of PM's currently due. This report uses the PM percentage setup in the vehicle profile to determine if a unit PM is due or a PM percentage entered on the report. It also uses any work shift listed on the shift tab of the unit master file. The report can be grouped by unit ID, shop ID, cost center, department, division, activity or unit type. The report can be run for all PM types, dependent, independent or a specific PM component code. The PM can be sorted by unit ID, percentage or due level.

Unit Reason for Repair Analysis This report provides a breakdown of shop costs and vendor costs by reason for repair. The report can be grouped by unit ID, shop ID, cost center, department, division, activity and unit type. If the report is not grouped by unit ID, the report can be run in detail or summary. The report will allow you to review all repairs performed and the reason for the repairs. It also shows the amount of money spent on repairs. Labor hour's vendor cost, service cost and part cost are listed separately, totaled and listed by RO.

Report Name

Customer Cost Summary Reports Description the Customer Cost Summary Report provides unit repair information by customer. Maintenance cost is displayed from the customer's perspective. For each customer, the data can be grouped by unit ID, shop ID, cost center, department, division, activity and unit type. The report reflects utilization type, cost per utilization, maintenance repair, and manage decision, outside influence, total maintenance, tire cost, total cost. Total meter, period utilization, repair orders, and utilization per RO. You may print or preview this report.

Customer Unit Component Cost Summary Report The Unit Component Cost Report provides an analysis of customer unit costs by cost center. This report is an invaluable tool for an at-a-glance analysis of the total cost per unit utilization by cost center. The report can be created for the primary utilization base or a specific meter type. The report can be sorted by cost center, labor cost, part cost, services cost, or total cost. You may graph the data, print or preview the report.

Customer Unit Life Cycle Report The Customer Unit Life Cycle Report provides a lifecycle report of customer unit costs. The repair cost will be based on the invoices generated for the unit. The unit will be reported by the customer assigned to the unit on the unit master.

Vendor Purchases Report The Vendor Purchase Report provides a way to view all vendor purchases and vendor repair orders entered in the system. The report is based on the vendor selection criteria. Vendors with multiple repairs are listed separately. The report can be sorted by vendor ID, vendor name and either repair orders, Purchase Order or both may be selected. Vendor RO/Repair Order dollars will not appear in the vendor total on the report when the report is run for order type = both. This prevents dollars from being doubled for that vendor for vendor ROs as the PO and RO total will be the exact same. The dollars will still be included in the report total.

CUSTOMER REPORTS APPLICATION

Vector Fleet Management's Customer Reports Application offers a way for our customers to view fleet maintenance reports at their convenience. This is a web based application that can be accessed anytime and anywhere.

Example: Customer Log-In Screen

Each customer contact can have a unique login allowing them to access their reports. They will receive a consultation over the phone that includes creating their login, report set up based on their needs and a demo to familiarize them with the application.

Reports



Login Screen

User Id:

Password:

Login

PRODUCTION ENVIRONMENT
Version: 1.0

Once logged in, each customer will see a list of reports related to their fleet maintenance operation. Clicking on the report will open the search criteria selection. Some examples include:

- Detailed Vehicle Repair
- Maintenance Cost per Mile
- Maintenance Cost per Unit
- Customer Cost Summary Report
- Open Repair Orders
- PMs Due
- Reason for Repair
- Repair Order Detail
- Unit Down Time Analysis
- Unit Inventory

Reports

View Reports

Click on a report to view...

[Log Out](#)

Rep Id	Report Path	Report Name	Report Owner	Active
94	/DWReports/Customers/Fayetteville/City Fleet Manager	Customer Cost Summary Report	Fayetteville City Fleet Manager	Yes
95	/DWReports/Customers/Fayetteville/City Fleet Manager	DetailedVehicleRepair	Fayetteville City Fleet Manager	Yes
96	/DWReports/Customers/Fayetteville/City Fleet Manager	Maintenance Cost Per Mile	Fayetteville City Fleet Manager	Yes
97	/DWReports/Customers/Fayetteville/City Fleet Manager	Maintenance Cost Per Unit	Fayetteville City Fleet Manager	Yes
98	/DWReports/Customers/Fayetteville/City Fleet Manager	Open Repair Orders	Fayetteville City Fleet Manager	Yes
102	/DWReports/Customers/Fayetteville/City Fleet Manager	PMs Due	Fayetteville City Fleet Manager	Yes
99	/DWReports/Customers/Fayetteville/City Fleet Manager	Reason for Repair	Fayetteville City Fleet Manager	Yes
104	/DWReports/Customers/Fayetteville/City Fleet Manager	Repair Order Detail	Fayetteville City Fleet Manager	Yes
100	/DWReports/Customers/Fayetteville/City Fleet Manager	Unit Down Time Analysis	Fayetteville City Fleet Manager	Yes
101	/DWReports/Customers/Fayetteville/City Fleet Manager	Unit Inventory	Fayetteville City Fleet Manager	Yes

Customers have the ability to filter on various criteria when pulling reports. This includes Date Range, Department, Unit and Unit Type.

Shop ID: Demo 2 Department: All

Start Date: 1/1/2018 12:00:00 AM Units: All

End Date: 1/5/2018 12:00:00 AM Unit Type: All

1 of 1 Find | Next

VECTOR
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Detailed Vehicle Repair

Start Date: 1/1/2018 End Date: 1/5/2018

Reports can be viewed on screen or easily exported to Excel.

Reports

VECTOR
Fleet Management

Group On: Shop Department: All

Start Date: 1/1/2020 Units: All

End Date: 1/6/2020 Unit Type: All

Status: All

1 of 1 Find | Next

Maintenance Cost Per Mile

Start Date: 1/1/2020 End Date: 1/6/2020

Fayetteville, NC

Unit Number	Department	Unit Type	Model Year	Make	Model	Down Time to Date	Beginning Meter	Current Meter	Miles Driven in Time Frame	Beginning Hour
FAY2014/1670	43153-PD CAM	SEDAN	2014	DODGE	CHARGER	358.40	0.00	0.00	0.00	0.00
FAY2014/1674	43153-PD CAM	SEDAN	2014	DODGE	CHARGER	53.30	0.00	0.00	0.00	0.00
FAY2014/1680	43153-PD CAM	SEDAN	2014	DODGE	CHARGER	152.00	0.00	0.00	0.00	0.00
FAY2014/1684	43153-PD CAM	SEDAN	2014	DODGE	CHARGER	552.10	0.00	0.00	0.00	0.00
FAY2014/1695	43153-PD CAM	SEDAN	2014	DODGE	CHARGER	290.80	0.00	0.00	0.00	0.00
FAY2013/1622	43153-PD CAM	SEDAN	2013	DODGE	CHARGER	23.60	84,787.00	84,787.00	0.00	0.00
FAY2013/1625	43153-PD CAM	SEDAN	2013	DODGE	CHARGER	331.70	0.00	0.00	0.00	0.00
FAY2013/1631	43153-PD CAM	SEDAN	2013	DODGE	CHARGER	602.50	81,098.00	81,098.00	0.00	0.00

Reports

VECTOR
Fleet Management

Group On: Shop Department: All Units: All Unit Type: All Status: All

Start Date: 1/1/2020 End Date: 1/6/2020

View Report

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Maintenance Cost Per Unit

Start Date: 1/1/2020 End Date: 1/6/2020

Fayetteville, NC

Unit Number	Unit Description	Unit Type	Meter	Repair Reason	Date RO Opened	Date RO Closed	Unit Down Time - Hrs.	Labor Hrs
# of RO's per Unit: 1								
FAY2014/1670	2014 Dodge Charger Marked	SEDAN	68,759.00	DRIVERREPORT	12/11/19	01/03/20	358.40	0.47
							Unit Down Time Totals:	Labor Hour Totals:
							358.40	0.47
# of RO's per Unit: 1								
FAY2014/1674	2014 Dodge Charger Marked	SEDAN	79,097.00	DRIVERREPORT	12/16/19	01/02/20	53.30	0.00
							Unit Down Time Totals:	Labor Hour Totals:

Reports

VECTOR
Fleet Management

Group By: Unit ID Start Date: 1/1/2020 End Date: 1/31/2020

Department: All

1 of 2 ? Find | Next

Customer Cost Summary Report

Date: 1/1/2020 to 1/31/2020

Fayetteville, NC

Unit	Utilization Type	Cost Per Utilization (US\$)	Maint Repair (US\$)	Manage Decision (US\$)	Outside Influence (US\$)	Total Maint (US\$)	Tire Cost (US\$)	Tax/Fee Cost (US\$)	Total Cost (US\$)	Current Meter	Period Utilization	Repair Orders	Utilization Per R.O.
FAY2014/1670	ODOMETER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$146.83	\$0.00	\$146.83	68,759	0	1	0
FAY2014/1674	ODOMETER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.96	\$0.00	\$125.96	79,097	0	1	0
FAY2014/1680	ODOMETER	\$0.00	\$140.48	\$0.00	\$0.00	\$140.48	\$0.00	\$0.00	\$140.48	40,104	0	1	0
FAY2014/1684	ODOMETER	\$0.00	\$65.98	\$0.00	\$0.00	\$65.98	\$0.00	\$0.00	\$65.98	65,346	0	1	0
FAY2014/1695	ODOMETER	\$0.00	\$177.63	\$0.00	\$0.00	\$177.63	\$156.44	\$0.00	\$334.07	62,527	0	2	0
FAY2013/1625	ODOMETER	\$0.00	\$43.23	\$0.00	\$0.00	\$43.23	\$0.00	\$0.00	\$43.23	99,767	0	1	0
FAY2013/1631	ODOMETER	\$0.00	\$0.35	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$0.35	81,098	740	1	740
FAY2013/1636	ODOMETER	\$0.00	\$62.20	\$0.00	\$0.00	\$62.20	\$0.00	\$0.00	\$62.20	114,664	0	1	0
FAY2013/1638	ODOMETER	\$0.00	\$116.73	\$0.00	\$0.00	\$116.73	\$0.00	\$0.00	\$116.73	82,019	0	1	0
FAY2013/1640	ODOMETER	\$0.00	\$333.73	\$0.00	\$0.00	\$333.73	\$0.00	\$0.00	\$333.73	94,634	0	1	0
FAY2013/1642	ODOMETER	\$0.00	\$24.40	\$0.00	\$0.00	\$24.40	\$0.00	\$0.00	\$24.40	96,803	0	1	0
FAY2013/1648	ODOMETER	\$0.00	\$4,131.53	\$0.00	\$0.00	\$4,131.53	\$0.00	\$0.00	\$4,131.53	88,762	0	2	0

Reports



Customer: Fayetteville, NC Department: All
Start Date: 1/1/2020 Units: All
End Date: 1/7/2020 Unit Type: All

View Report

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Open Repair Orders

Start Date: 1/1/2020 to End Date: 1/7/2020

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Date Opened	RO Number	Unit Number	Reading	Description	Division	Section Comments	Repair Reason
01/02/2020	FAY-00006058	FAY2008/1445	228480	2008 Chevy Tahoe K9	Fayetteville Police	PARTS RO ONLY DRIVERS REAR LIGHT CRACKES (WATER INSIDE LIGHT)	DRIVERREPORT
01/02/2020	FAY-00006010	FAY2010/1525	134314	2010 Dodge Charger Marked	Fayetteville Police	HAVE HAD TO JUMP UNIT OFF A FEW TIMES THE PAST WEEK. UNIT HAS 2 BATTERIES	DRIVERREPORT
01/02/2020	FAY-00006065	FAY2010/1540	106211	2010 Dodge Charger Unmarked	Fayetteville Police	NEEDS NEW BLADES	DRIVERREPORT
01/02/2020	FAY-00006068	FAY2010/1549	152777	2010 Dodge Charger Marked	Fayetteville Police	STEERING RACK NEEDS REPLACED DAY RO	DRIVERREPORT
01/02/2020	FAY-00006015	FAY2012/5247	69203	2012 Ford F250SD Pickup	Fayetteville Parks, Rec & Maint	CHECK TIRE ON	DRIVERREPORT
01/02/2020	FAY-00006074	FAY2013/1622	84787	2013 Dodge Charger Marked K9	Fayetteville Police	"A" PM DUE	PM
01/02/2020	FAY-00006012	FAY2018/3188	10918	2018 Dodge Ram 1500 Pickup	Fayetteville Engineering & Infrastructure	CHECK TIRE ON	DRIVERREPORT
01/02/2020	FAY-00006052	FAY2018/4114	13039	2018 Crane Carrier LET2-44 S Waste Truck	Fayetteville Environmental Services	CEL IS ON	DRIVERREPORT
01/02/2020	FAY-00006067	FAY92/541	991	1992 Burkeen Trencher	Fayetteville Parks, Rec & Maint	WON'T START	DRIVERREPORT
01/02/2020	FAY-00006077	FAY2007/209	126976	2007 Chevy Tahoe	Fayetteville Fire	NEED NEW BLADES	DRIVERREPORT
01/02/2020	FAY-00006013	FAY2008/4044	108445	2008 Crane Carrier LET-40-E	Fayetteville Engineering & Infrastructure	HYDRAULIC HOSE LEAKING (MAIN) TOP	DRIVERREPORT

Reports



Group By: Shop Sort By: Due % Descending

View Report

1 of 2 ? Find | Next

PMs Due

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Group by: Shop Sort By: Due % Descending Shop: FAYNC Customer: Fayetteville, NC

Unit	Unit Description	Shop	Department	Inservice	Last PM Date	Last Reading Date	Due Date	Current Meter	PM Last Done Meter	Next Due Meter	Due Primary Meter	PM Type	Due %
Shop FAYNC - Fayetteville, NC													
FAY77/5159	1977 Massey Ferguson Tractor	FAYNC	61170-P&R DA	1/1/1977	1/1/1977		6/30/1977		0	180		D	8,728%
FAY83/517	1983 Hardee Generator Trailer	FAYNC	FAYNC	1/1/1979	1/1/1979		6/30/1979		0	180		D	8,323%
FAY85/514	1986 Homemade Trailer	FAYNC	61100-P&RADM	1/1/1985	1/1/1985		6/30/1985		0	180		D	7,105%
FAY86/518	1986 Century Trailer	FAYNC	42220-PKS BM	1/1/1986	1/1/1986		6/30/1986		0	180		D	6,902%
FAY86/571	1986 Trail-Rite Utility Trailer	FAYNC	61111-P&FAC	1/1/1986	1/1/1986		6/30/1986		0	180		D	6,902%
FAY88/204	1988 Monark Boat	FAYNC	61111-P&FAC	1/1/1988	1/1/1988		6/29/1988		0	180		D	6,497%
FAY90/574	1990 Sullair Air Compressor	FAYNC	61111-P&FAC	1/1/1990	1/1/1990		6/30/1990		0	180		D	6,091%
FAY91/483	1991 ODB LCT-650 Leaf Loader	FAYNC	47121-ROVMNT	1/1/1991	1/1/1991		6/30/1991		0	180		D	5,888%
FAY92/358	1992 Arrow Board	FAYNC	61111-P&FAC	1/1/1992	1/1/1992		6/29/1992		0	180		D	5,685%

Reports

VECTOR
Fleet Management

GROUPON: Shop
Repair Reason: All
Opened Date: 1/1/2020
Department: All
Closed Date: 1/7/2020

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Reason for Repair

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Internal Document Only**

Repair Reason(s): All
Status: All
Shop(s): Fayetteville
Customer(s): Fayetteville
Activity(s): CUSTOMER - Customer Owned Equipment
Department(s): All
Date: 1/1/2020 to 1/7/2020

Shop: FAYNC - Fayetteville, NC

Repair Reason	Count	Sectional Total
Maintenance Repair		
DRIVERREPORT	142	38,397.38
BREAKDOWN	17	3,493.15
PM FOLLOW-UP	45	7,419.72
ROADCALL	3	411.58
PM	114	15,811.24
QUICKFIX	9	365.09

Reports

VECTOR
Fleet Management

Group On: Shop
Start Date: 1/1/2020
Shop ID: Fayetteville, NC
End Date: 1/7/2020
Unit: All
Unit Type: All
Department: All
Target/Non-Target: All
Billable: All

1 of 2 ? Find | Next

VECTOR
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Confidential

Repair Order

Start Date: 1/1/2020 End Date: 1/7/2020

Detail Report

Shop: FAYNC - Fayetteville, NC
Unit: FAY2017/4112 - 2017 FL 108SD Tandem Limb Truck

Repair Order	Invoice Number	Repair Reason	Line Type	Section Number	Part Number	Component Description	Section C
FAY-00002752	FAY-00003176	ABUSE	Labor	1		Dump Trailer Hydraulic Lift Mechanism	WHILE AT LANDFIELD A MATTRESS WRAPPED UP AROUND THE DRIVE SHAFT
FAY-00002752	FAY-00003176	ABUSE	Labor	1			
FAY-00002752	FAY-00003176	ABUSE	Labor	1			
FAY-00002752	FAY-00003176	ABUSE	Labor	1			

Report Type: Group ON: View Report

Shop ID: Start Date: ☐ NULL

Department: End Date: ☐ NULL

1 of 2 ? Find | Next

VECTOR
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Unit Down Time Analysis

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Report Type: Detail Date: 1/1/2020 to 1/7/2020 Meter Type: PRIMARY Chosen Meter: Current Reading Shop: Fayetteville Customer: Fayetteville Activity:
CUSTOMER - Customer Owned Equipment Unit UDF 5: TARGET - TARGET UNIT

Detail Report

Unit	Repair Order	Reason for Delay	Total Cost (US\$)	Mechanic	Open Date	Complete Date	Labor Time	Out of Service	Total Down Time	Availability %	
FAY2018/3186 - 2018 Dodge Ram 1500 Pickup					No Shift Assigned						
	FAY-00005866		123.46	FAY003	12/23/2019 8:15 AM	12/26/2019 11:41 AM	2.15	35.68	35.68		
Total Number Of Orders:			1	Total Cost:	123.46		2.15	35.68	35.68	78.76%	
FAY2018/3188 - 2018 Dodge Ram 1500 Pickup					No Shift Assigned						
	FAY-00005891		23.32	FAY020	12/24/2019 6:37 AM	12/26/2019 2:54 PM	0.52	38.90	38.90		
	FAY-00005906		32.74	FAY010	12/26/2019 12:51 PM	12/26/2019 2:52 PM	0.73	38.87	38.87		

Reports

VECTOR
Fleet Management
Maintenance...Our One Mission

Group By: Sort By: View Report

Domicile Shop: Department:

1 of 2 ? Find | Next

Unit Inventory

Group By: Unit Sort By: Unit Domicile Shop: FAYNC Activity: CUSTOMER Customer: Fayetteville

Unit	Domicile Shop	Description	License	Year	Make	Model	Serial Number	Activity	Cost Center	Yard Location	Util Base	Last Reading	Meter Date
FAY2014/1700	FAYNC	2014 Chevy Impala Marked	71900-V	2014	CHEVY	IMPALA	2G1WD5E35E1185082	CUSTOMER	0118		ODOMETER	49,698	5/3/2019
FAY2014/1654	FAYNC	2014 Chevy Tahoe Marked K9	79770-T	2014	CHEVY	TAHOE	1GNLC2E08ER139309	CUSTOMER	0118		ODOMETER	89,585	11/16/2019
FAY2014/1657	FAYNC	2014 Dodge Charger Marked	71760-V	2014	DODGE	CHARGER	2C3CDXAG5EH287154	CUSTOMER	0118		ODOMETER	50,748	12/10/2019
FAY2014/1658	FAYNC	2014 Dodge Charger Marked	71503-V	2014	DODGE	CHARGER	2C3CDXAG7EH287155	CUSTOMER	0118		ODOMETER	57,175	10/18/2019
FAY2014/1659	FAYNC	2014 Dodge Charger Marked	71758-V	2014	DODGE	CHARGER	2C3CDXAG9EH287156	CUSTOMER	0118		ODOMETER	36,305	9/19/2019
FAY2014/1661	FAYNC	2014 Dodge Charger Marked	79803-T	2014	DODGE	CHARGER	2C3CDXAG3EH287158	CUSTOMER	0118		ODOMETER	65,536	8/30/2019
FAY2014/1662	FAYNC	2014 Dodge Charger Marked	79857-T	2014	DODGE	CHARGER	2C3CDXAG4EH287159	CUSTOMER	0118		ODOMETER	75,164	11/15/2019
FAY2014/1663	FAYNC	2014 Dodge Charger Marked	71620-V	2014	DODGE	CHARGER	2C3CDXAG0EH287180	CUSTOMER	0118		ODOMETER	57,297	11/25/2019

3.15 Transition Plan

Achieving a successful transition presents more challenges than any other aspect of forging a successful public-private partnership. VFM is focused on making the transition experience as seamless as possible. In this effort, we possess the industry expertise and experience to ensure well executed public/private partnership transitions.

3.16 Service Transition Process

The objective of our detailed Transition Plan is to ensure that VFM will be able to assume responsibility for the City fleet management and maintenance within sixty (60) days of contract execution, or notice to proceed. This Transition Plan represents our approach to maintaining a high level of service quality to the City while addressing the important issues that accompany a change in service delivery. Our Transition Plan includes the following key considerations:

- Assembling and deploying a dedicated and experienced Start-up Team
- Establishing communication with key City personnel
- Facility and shop equipment inspection/pre-existing deficiency report
- Employee hiring, orientation, and training
- Fleet management information system assessments and training
- Vehicle maintenance and preventive maintenance transition
- Parts inventory and vendor/subcontract management transition
- Fleet assessment

We have organized our plan chronologically, to reflect the timing of the transition, as it will most likely occur. Of course, there may be adjustments to the schedule presented here to adapt to your changing needs.

3.17 Start-up Team Composition

We have established our transition staffing plan based on our understanding of the order of events and the personnel necessary to complete them. The actual personnel and staffing positions may vary from those presented here to reflect the evolving needs of such an important service delivery transition.

The primary VFM team leader will be Aubrey Felton, Transition Manager in conjunction with Steve Benedict, Director of Operations.

Aubrey Felton will begin to coordinate our transition efforts and will oversee all the tasks outlined in the Gantt chart. In addition, representatives from our Human Resources Department; and other technical advisors in areas, such as Parts Supply, Shop Operations and Fleet Management Information Systems will be present, as warranted.

Throughout the transition period, VFM will have experienced members of our team available to assist with start-up operations. The table above lists the staffing we plan to deploy in order to successfully complete this important service delivery transition.

Start-up Team Composition	
<i>Deerfield Beach</i>	
Executive Vice President	Aubrey Felton
Operations: Special Projects	Joe Smith
H.R. Coordinator	Lisa Bell
Contract Liaison	Sales Alice Hicks
FMIS Leader	Kathy Sherrin
Safety Manager	Charles Bryson
Operations Director Government	Steve Benedict

3.18 Establishing Communication with Key City Personnel

The VFM transition team will meet with City personnel who will be especially key to our joint transition success. VFM wants to collaborate with the various vehicle and equipment user groups to identify and address their problems/concerns with the fleet and issues regarding maintenance requirements. We also want to make sure that our systems are easily understood and that preventive maintenance will be scheduled at a time convenient to vehicle users and their supervisors. We need their cooperation in helping us schedule PM inspections and follow-up on vehicles that could not be sent to the City maintenance facility on the date of a PM appointment. Furthermore, we want to put into place the mechanism for feedback on our services so any issues can be identified and resolved quickly.

3.19 Facility Inspection and Asset Management Transition

VFM and the City will schedule a joint inspection of the facilities, prior to the start date. Although we don't anticipate any deficiencies, the purpose of this joint inspection will be to identify any pre-existing deficiencies in the facilities that may exist. VFM will issue a Pre-Existing Deficiencies Report to the City, within ten (10) days of conducting the inspection, outlining any noted deficiencies and identifying any garage feature or system which is functional but which should be considered for replacement or upgrade due to age or overall condition.

Also, VFM will conduct a joint inventory of all structural, mechanical, electrical, equipment, tools, vehicle computer equipment and furniture to which VFM will have access during the contract term. This will ensure that there can be no question as to what existed at the beginning of our assuming responsibility for facility operations, and what exists at any time during the course of the contract.

VFM will conduct a safety audit of the City facilities to identify any improvements necessary for compliance with all City, State, Federal and VFM's safety standards. The safety audit will be presented to the City, and any noted deficiencies will be included in VFM's pre-existing deficiencies report. Within thirty (30) days of the assessment, VFM will notify the City in writing of any hazardous conditions identified during this assessment.

3.20 Employee Hiring and Transition

One of the major priorities throughout the transition period will be the recruiting of local qualified technicians, in tandem with the possible deployment of our current technicians from other contract locations. The employee hiring and transition will begin with an interview and skills assessment of the existing maintenance employees by the transition team to assess their current skill and qualifications.

All VFM personnel throughout the country participate in the Drug-Free Work Place, a program that has been implemented at the City. All prospective candidates will be required to complete a physical and will be medically certified that they are free of communicable diseases, and pass a drug screening. In addition, VFM will conduct a thorough background check on each prospective candidate, while also verifying employment history and education. Under no circumstances will any prospective candidate be hired before the successful completion of the pre-employment screening process.

3.21 Fleet Maintenance Management System (FMIS) Transition

One of the main priorities during this transition period will be the assessment and use of TMT and the proper training of our technicians at the City locations. We will utilize trainers from other locations to instruct local personnel on the functions, capabilities and features of the FMIS. Training will include, but not limited to, data entry, generating reports, scheduling services, inventory management, warranty administration, etc.

3.22 Vehicle Maintenance and Repair Transition

Tasks that are preparatory to the delivery of maintenance services include:

- Establish priorities for repair
- Review status of repair and performance of PMs

VFM will meet with City representatives to review and assess the schedule of preventive maintenance that is currently in place prior to VFM's assumption of fleet management and maintenance. Our Start-up Team will review the status of maintenance and repairs with City fleet maintenance representatives.

Our Director of Operations will be responsible for developing the Preventative Maintenance Schedule in accordance with manufacturers recommended intervals for City's fleet, including seasonal equipment, if not supplied by the manufacturer. The Preventive Maintenance Schedule will also reflect the Department's current status in performing preventive maintenance.

Parts Inventory and Vendor/Subcontractor Transition

VFM and the City will conduct a joint inventory of all parts and supplies. The City and VFM will mutually agree and sign off on the quantity and amount of all serviceable and non-obsolete inventories.

Contract Start-up/Six (6) Month Fleet Assessment Period

Following the completion of the successful transition, VFM will commence contract responsibilities for the City fleet. The first six (6) months of the contract period will include a complete City fleet assessment. At the completion of the fleet assessment period, VFM will meet with City to review all transition activities and identify all findings associated with the assessment.

The following pages is an example of a typical **Transition Plan (Gantt chart)** that VFM uses for transitioning into new facilities.

Transition Gantt Chart

VECTOR Fleet Management Maintenance...Our One Mission		KEY: CM - Craig Moran CC - Craig Crihfield PL - Pete Linsley JO - James Overstreet AF - Aubrey Felton FR - Fannie Roberts HR - Human Resource Team	TMT - TMT Team NS - Nancy Samalot AP - Accounting Team AH - Alice Hicks CORP - All corp depts CB - Charles Bryson SM - Steve Moore	EL - Eric Lewandowski JS - Joe Smith NF - Nicole Falzarano KR - Kelly Riddle MH - Matt Hansen	Contract Start Date Project Start Date Weeks	Tue, 1/5/2021 1
Project Lead: Aubrey Felton						
Company Name: City of Deerfield Beach						
Address:						
Task Assignments		Comments		PROGRESS	START	END
Discussions						
Contract Award				0%		
Contract Signing				0%		
VFM (Corp) Staff meetings (ongoing)				0%		
City Meetings (ongoing)				0%		
Equipment/Fixture Vendor meetings				0%		
VFM meets with City leadership (ongoing)				0%		
Start-up & Site Visit						
New Inventory				0%		
Existing Inventory review with City				0%		
Initial Site visits to determine shop layout				0%		
Update fleet listing				0%		
Facility Lease Agreements				0%		
Facility security codes provided by City				0%		
Provide information to City to update Operator handbook				0%		
Set-up approved test drive route				0%		
Road Call Parameters				0%		
Invoicing Protocol Briefing/Company Purchasing Group/Need PO #				0%		
Current PM Intervals and required inspections (Annuals, Safety) per City				0%		
Discuss Department/Cost Centers needed in our System				0%		
OEM/Extended Warranty/Company name				0%		
Customer Profile Sheet				0%		
Post Start-up facility deficiency inspections with the client				0%		
Janitorial Services				0%		
Coordinate Parking lot layout, including down lines, ready line, and electrical				0%		
Take pre-start photos & video				0%		
Take post-start photos & video				0%		
Shop upfit equipment construction if needed				0%		
HR/ Personnel						
VFM Conducts interview for current shop personnel				0%		
VFM conducts local recruiting for Techs, parts, fuel truck drivers, and administrative				0%		
Management Recruiting (SM, Supervisor, Parts Manager, Office Mgr)				0%		
Offer Letters presented				0%		
Temporary Uniforms Ordered				0%		
Uniform Vendor for setup/sizing				0%		
Order Technician Hats				0%		
Setup site personnel files (electronically)				0%		
Employee setup in CTI				0%		
Employee Setup in Ford Starz training portal				0%		
Background Checks and Drug Testing				0%		
Site Manager Corporate training				0%		
Office Manager training				0%		
Parts Manager training				0%		
Onsite technician training classes set-up				0%		
Order State labor posters				0%		
HR - New Hire Onboarding				0%		
Environmental						
Send Environmental letter to customer (Waste Disposal)				0%		
OnSite Fueling Certifications/Procedures				0%		
Scrap Tire Pickup				0%		
Heritage Crystal Klean Setup				0%		
Scrap Metal Vendor Setup (bins in place)				0%		
Environmental Phase 1 - All shops				0%		
Parts & Services						
Local vendor selection				0%		
Local vendor setup with credit limits and payment terms				0%		
Meet/Greet Altec Connect Representative				0%		
National Accounts Setup				0%		
Oil Sampling program set-up/kits ordered (Shell)				0%		
Tire Program Specs and vendor set-up				0%		
Order Shop supplies/will racks and bins needed/supply/remain?				0%		
Shop inspection and tooling inventory				0%		
Parts Inventory Assessment at each location/shop				0%		
Parts Shelving & Bins				0%		
Determine Service truck stocking inventory				0%		
Setup parts room with shelving & initial inventories				0%		

Cont'd Transition Gantt Chart

BT/FMIS				
Order Office Equipment		0%		
Set up parts in system		0%		
Unit License Procurement		0%		
Set up local vendors in system for Assetworks		0%		
Internet Connectivity(FMIS)		0%		
Mobile Communications Spec and Order		0%		
FMIS Training - Technicians and Staff		0%		
Custom User Guide Appendix for Contract Specific Processing		0%		
VMRS Wall Chart and MWS Code Reference Sheets		0%		
Assetworks Unit Setup (APWA code/PM's/Annual Inspections/Dielectric Testing)		0%		
Customer TMT/Assetworks Setup for portal access		0%		
Customers to receive month end reports provided to IT		0%		
Set up reporting in TMT for location		0%		
Security Camera system ordered and installed		0%		
Customer Required Reports		0%		
Add Amazon Business Account		0%		
Decision on moving historical data		0%		
Computer hardware		0%		
Technician Workstations ordered (and printers)		0%		
FuelMan Import to TMT (lic upgrade & system config)				
Finance & AP				
State Business Registration and License		0%		
State Inspection License and Setup		0%		
General Liability Insurance		0%		
Order Office Supplies/Online Staples Setup		0%		
Vendor setup in MAS 500		0%		
Customer setup in MAS 500		0%		
P- cards		0%		
UPS Location setup & supplies		0%		
AP Stamps		0%		
Equipment & Tooling				
Lubricant Provider/Dispensing Equipment		0%		
Rent and set-up Floor Striping		0%		
Parts Carts Ordered (6 needed)		0%		
Dielectric Testing Meters and equipment		0%		
Diagnostics Determined and Ordered		0%		
All-Data/Mitchell/Motors Set-up		0%		
Tooling Procurement Decision and procurement		0%		
Asset inventory taken with client		0%		
Service Vehicle's determined/ordered/delivered		0%		
Safety				
Facility audit by Safety Manager		0%		
Eye Wash Stations / First Aid		0%		
Safety and PPE for Dielectric Testing		0%		
Safety Inspection tags printed and in place		0%		
SDS binders in place		0%		
Safety meeting held with all staff		0%		
Safety Signage		0%		
PPE determine, ordered and in place		0%		
Misc.				
Business Cards Ordered		0%		
WEX Fuel Cards		0%		
Order large digital wall clocks (qty 4)		0%		
Emergency Plan created and given to City		0%		
Write SOP for handling Target/Non-Target - conduct site staff training		0%		
Customer Open House Pre-Launch Lunch		0%		
Order Training room decals (OEM)		0%		
PM Stickers (Thermal Printed Stickers?) and forms		0%		
Cubicles for training room ordered (qty 2)		0%		
Signs and Banners		0%		
QC/Customer Annual Feedback program		0%		
Setup local unit files		0%		
Order file cabinets (8 needed)-4 drawer		0%		
Applicable PM forms and intake sheets printed		0%		
Create night-drop envelopes and order bin		0%		
Make Site Manager Contract binder		0%		
Master pricing file updated on the shared drive		0%		
Order "Out of Service" vehicle magnets		0%		
Social Media postings on Grand Opening		0%		
White paper information provided to Digital Shifters		0%		
Shop cleaning planned		0%		
Performance Bond (Willis Towers Watson)		0%		
Target/Non-Target stickers installed on units		0%		

3.23 Staffing Plans

3.23.1 Staffing Plans:

As a partner to your municipality, VFM will develop a customized Fleet Maintenance and Management solution based directly on the needs you communicate within your Scope of Work. Our customized Fleet Solutions, combined with 32 years of experience in the Fleet Management industry will benefit you in the following ways.

- We will ensure that your vehicles meet the highest standards for safety, reliability, and availability.
- We will complete all maintenance and repair actions with high levels of accuracy and the highest quality possible, using only the best OEM level parts, and equipment.
- We will always operate with your well-being in mind, acquiring the best pricing available on parts while ensuring quality and availability are unwavering.
- We will always ensure readiness and availability of the fleet, and seek to eliminate inconvenient breakdowns.
- Using cutting edge software, with the most educated and up to date employees in the field today, we will improve your insight into your fleet with modern, and insightful data, and associated operational expenditures.

The best people, the best parts, the best results...it's what we do.

When you select VFM to be your maintenance partner, you are setting your best foot forward for the future of your fleet. Every municipality is different, every fleet is different, and management teams formed of prior technicians and automotive industry experts, no one knows this better than VFM. We will offer you a customized solution based on advanced analytics and prior experience to ensure that you have more than you need without spending more than you have.

When we set out with new partners we ensure that the relationship is one that is mutually beneficial. We will provide you with key operational insights so you can make informed decisions about your fleet, without worrying with day to day operations.

As with any business, the people selected and the organizational depth is key to a desirable result and sustainable best practices.

We will highlight the staffing requirements, methodologies used, and major insight into the Human Resources Processes of VFM as we move through this segment. We will lay out an organizational chart, and illustrate the way we plan to best use the shop staff. We will also highlight marketable skills that VFM technicians are expected to possess.

Finally, we will close by highlighting Vector Fleet Management's proficiencies in the workplace, both for efficiency and safety.

3.23.2 Staffing Requirements:

VFM will provide your maintenance facility with all staffing needs. We will provide a full management team, determined by your Scope of Work as well as professional determinations of needed staff. The Deerfield shop team will consist of the following; a Business Analyst, a Site Manager, as well as three (3) ASE Certified Heavy Duty technicians.

We will be open and available to service all vehicles and equipment as per the agreed upon hours of operation. We will provide an Emergency Plan for staffing and supporting your fleet operations during a declared emergency.

3.23.3 Staffing Methods:

Throughout the years we have determined the ideal methods to attract and retain the most talented technicians in the business.

- Using an internally developed method we will calculate the number of employees needed based upon multiple factors such as; hours of operation, workload, number and type of vehicles/equipment, as well as expected technician productivity.
- Analysis of local job markets, common wages, and technician skill levels
- Observed implementation of similar labor models across all VFM sources.

VFM acquires and recruits technicians from multiple sources. We recruit them from Job Fairs, Colleges, Trade Schools, and Top Technician Competitions across the Country.

3.23.4 Screening Methods:

All employees are screened prior to on-boarding. The screening methods include:

- Criminal Background Checks
- Credit Checks
- Blood Alcohol Content Screen
- Drug Screening

These methods ensure high employee safety, high accountability, and better employee health. We want to ensure the highest quality of employee is procured at the start, and we will continue to invest in their careers, which leads to better employee retention.

3.23.5 Corporate Drug-Free Workplace Policy

VFM contracts services to government agencies. As such, we are subject to the provisions of the Drug-Free Workplace Act of 1988. We have adopted this Drug-Free Workplace Policy to assist in our compliance with the law.

No employee at or on any VFM worksite or otherwise on VFM business or time will possess any quantity of alcohol or any other drug, including controlled substances, lawfully or unlawfully, which in sufficient quantity could result in impaired performance (except for authorized substances used in accordance with prescription).

“Work site” means any office, building, vehicle, parking lot, or property owned, operated, or used by the Company, or any other site at which the employee is to perform work for the Company, including housing being maintained by VFM.

“Possess” means to have either in or on the employee’s person/body, personal effects, motor vehicle, tools, and areas substantially entrusted to the control or use of the employee such as desks, files, vehicles, toolboxes, and lockers.

“Authorized substances” include only:

- (1) Lawful over-the-counter drugs (excluding alcohol) in reasonable amounts; and
- (2) Other lawful prescription drugs that might impact or impair behavior, job performance or judgment the possession of which management has been advised and which it has approved in advance.

“Unauthorized substances” include all other drugs, including alcohol, whether lawfully or unlawfully possessed.

3.23.6 Contractor Personnel:

Below we will outline the organizational hierarchy of the member of staff within the shop management model.

Position	Number of Employees
Site Manager	1
ASE Certified Medium/Heavy Technician A	2
ASE Certified Medium/Heavy Technician B	1
Total FTE	4

Our Staff, including our Site Manager will have the requisite knowledge, experience, and training to support the City Refuse and equipment fleet, as assigned in the fleet listing.

We will assign a dedicated Business Analyst at our Corporate Office who will support our site team and City staff with reporting and research, as required.

3.23.7 Working Conditions

In the performance of the Agreement, VFM will adopt working conditions, and other employment policies which meet the approval of the City, provided however, that such policies comply with applicable Federal or State laws.

3.23.8 Job Safety Compliance

It will be the responsibility of VFM to comply with all Federal State or local laws affecting job safety. At a minimum, VFM will provide a written Safety Program, a "Lock out/Tag out" Program, a safety training program for maintenance facility employees, and a performance-based safety incentive program for all maintenance technicians.

3.23.9 Equal Opportunity Compliance

VFM will comply with all Federal and State requirements concerning fair employment and concerning treatment of all employees, without regard or discrimination.

3.24 Training and Continuing Education

VFM maintains an in-house technical training program. Our program includes maintenance, diagnostics and repair of equipment, as well as chemical and physical safety programs.

National standards for training programs are developed by VFM's maintenance staff and are implemented throughout VFM locations and vendor facilities. Training at individual locations can be tailored to meet the specific needs of that location and the fleets they serve. Using a combination of in-house training, supplier/vendor training and outside training centers, VFM will provide the training specifically needed to maintain Deerfield Beach's fleet.

VFM's training programs are among the most rigorous in the industry. It is our goal that every technician at every level is able to perform at a high level of proficiency. Throughout their careers, technicians' job performance is continuously evaluated. Our various fleet maintenance management information systems collect quality information on every job performed at a VFM shop and identifies the technician performing the service. For example, VFM tracks the amount of time it takes the technician to complete a job and whether the vehicle experiences a failure between PMs or rework of repairs is required. The weekly and monthly service reports are reviewed by shop supervisors and service managers who, when a technician's performance does not meet quality standards, can mentor and provide one-on-one training or refer the technician to a remedial training class.

The VFM training program was developed to provide the skills and vehicle-specific knowledge that a technician needs to be successful at each level of his/her career. VFM's technical training includes hands-on practicums and supervised on-the-job experience. Not only do our curricula ensure that technicians have the skills needed to perform their daily tasks, but it also prepares them for the next step in their career.

Our training is distributed among in-house training programs that focus on VFM maintenance systems and procedures, manufacturers' (OEMs) training programs for specific vehicle systems and equipment, and build towards ASE accreditation.

Each type of training offers specific advantages to the technician. VFM trainers provide training at our corporate offices and throughout the country. They teach technicians the proper use of our fleet maintenance management information systems and provide leadership and management training to new supervisors and managers. During these training sessions technicians have the added benefit of interacting with other VFM technicians and sharing experiences and best practices among themselves.



VFM has forged close relationships with many OEMs such as Freightliner, Mack, Autocar, Peterbilt, Heil, McNeilus, International, Komatsu, Ford, General Motors, Chrysler, Michelin, Goodyear, Caterpillar and Cummins. As part of that relationship, the OEMs provide trainers to deliver troubleshooting, maintenance and repair instruction on their products to VFM's technicians. This training prepares our technicians to do routine maintenance and repairs on their equipment in addition to performing warranty work. It also provides our technicians the opportunity to speak to the experts and benefit from their inside knowledge.

For all of our technicians it's the learning and teamwork that takes place every day in the shop with the support of coworkers, and mentoring by supervisors, lead technicians and maintenance managers that is the real VFM advantage. This is the point at which customer service and technical expertise converge to achieve VFM's dedication to excellence.

3.24.1 Online Certification

Vector Fleet Management Certified Technician Program

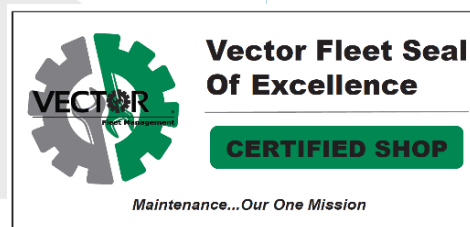
Vector Fleet Management, LLC is now maintaining an on-line certified technician program (CTI training database). Our program includes maintenance, diagnostics and repair of equipment, as well as chemical and physical safety programs.

The **Vector Fleet Certified Technician Program – Base Level** has 18 courses (25+ hours of training). Current Technicians will have 12 months to complete all courses. New technicians will have 6 months to complete all courses.

The online Training Program covers the core systems of:

- Air Conditioning Basics
- Air Conditioning Diagnostics
- Drivability
- Engine Performance
- Starting and Charging Diagnostics
- Lift Safety
- Oils and Fluids
- Alignment Geometry
- Preventive Maintenance Servicing
- Automotive Cooling Systems
- ABS & Stability Control Systems
- Drivetrains
- Electrical Systems
- Fuel Systems

After the courses are complete, and verified by the corporate administrator, the technician will be awarded a certificate of completion, special compensation and a certified technician patch for their Vector uniform. After this point, additional Advanced Level Training courses can be assigned for potential additional compensation. The Advanced levels will include Light Duty and Med/Heavy Duty Certification.



The Advanced Levels include:

Light Duty

- Advanced Chrysler Diagnostics
- A/C Best Recommended Practices
- Future Power - Advanced Technologies in Batteries, Starting & Charging Systems
- Advanced Scan Tool Testing Strategies
- Beyond Pattern Failures
- 609 Certification Training
- Fuel System Diagnostic Starting Point
- Focus of Ford
- EVAP Diagnostics
- Enhanced Stability Systems
- Practical TPMS Service
- Diagnostic Strategies: Air Induction
- In Vehicle Battery/Starter/ Alternator Diagnostics
- Diagnostic Strategies: Fuel Delivery
- Diagnostic Strategies: Ignition & Misfires
- Steering Clear of Undercar Misdiagnosis

Med/Heavy Duty

- Diesel Exhaust After-treatment
- The Mystery of Diesel Fuel Injectors
- Diesel No Start Diagnostics
- Lubrication & Filtration Technologies
- Testing and Diagnosing Turbo Charging Systems
- Electronic Communication & Diagnostics for Diesel Trucks
- In Vehicle Battery/Starter/Alternator Diagnostics
- Diesel Tips & Tricks
- Controller Area Networks
- 609 Certification Training
- Cummins Generations
- Parasitic Current Draw
- Testing Electrical Circuits & Meter Usage
- Sprinter Diesel Diagnostic Update
- Sprinter Diesel Diagnostics

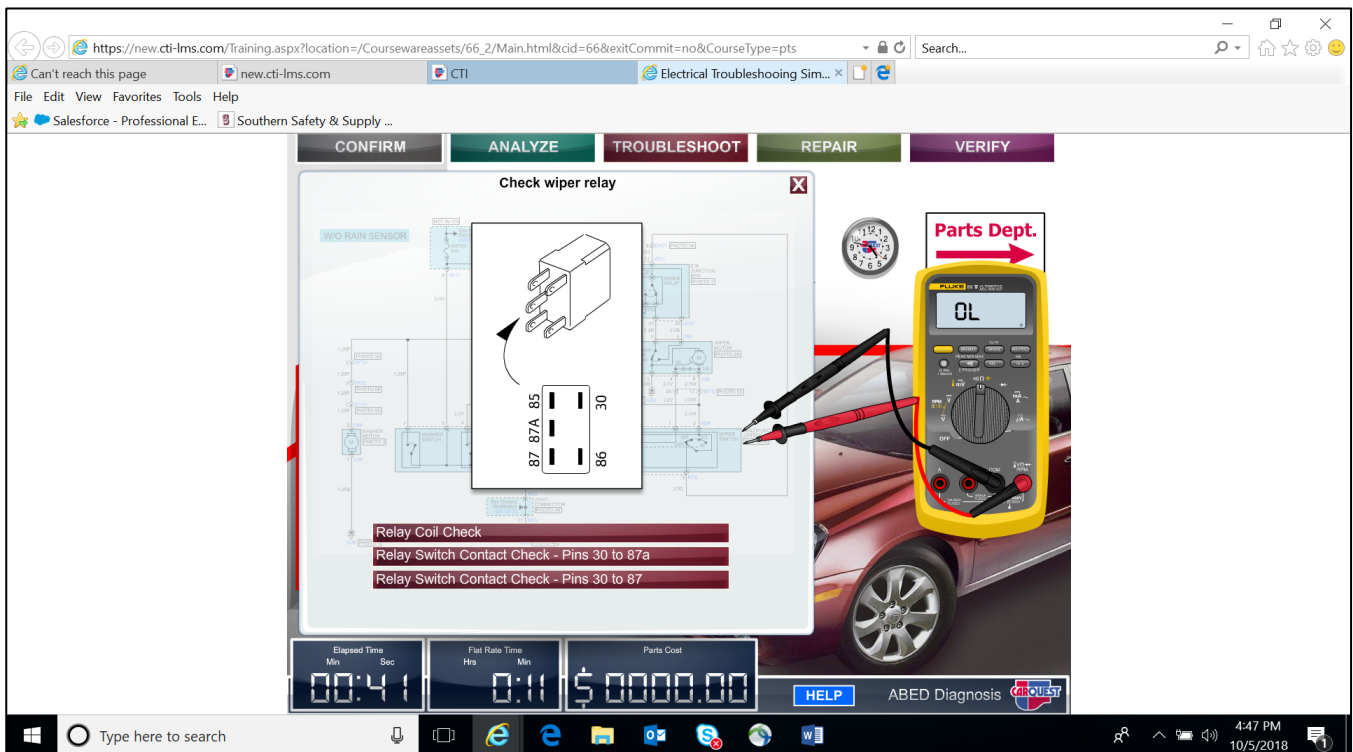
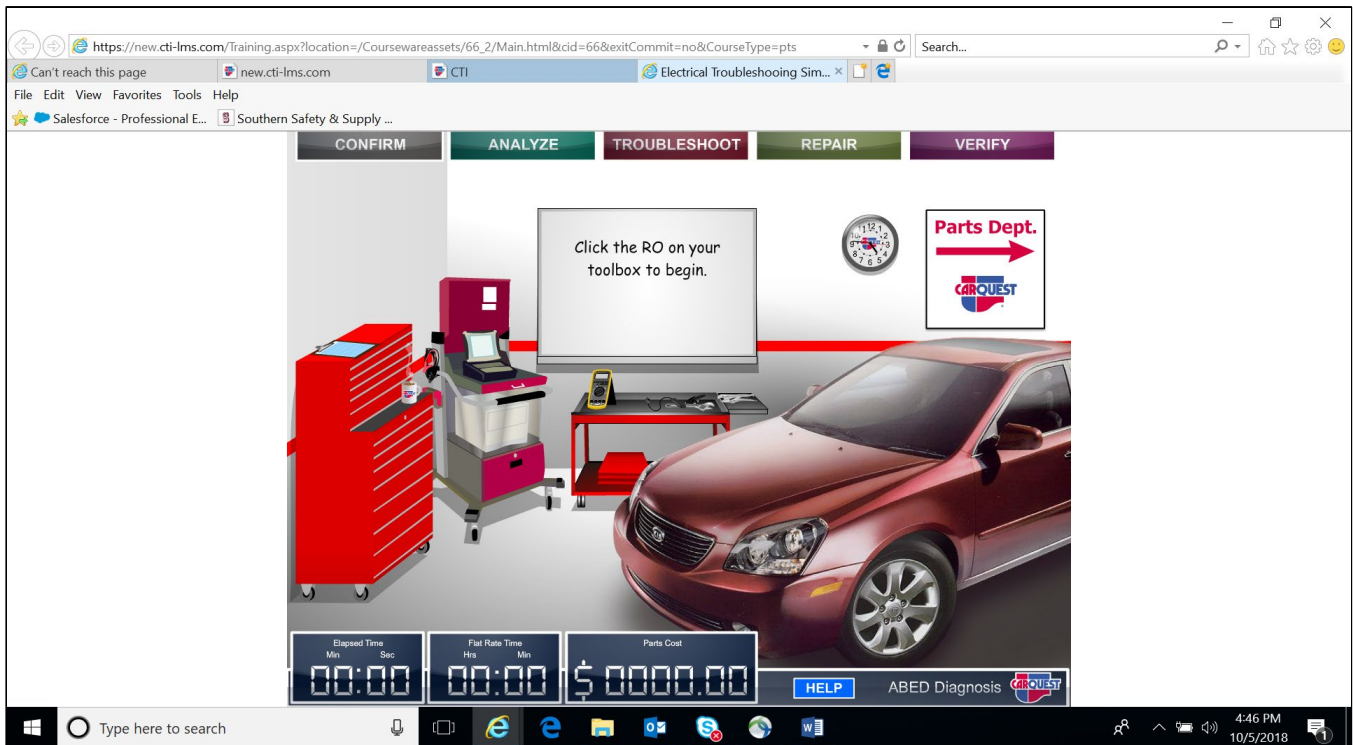
After the entire team has completed the **Base Level Vector Certified Training** program, the shop will receive a shop certification package.

Online Certification

The screenshot shows a web browser window displaying the 'Completed Certification Report by User' page in the Vector Fleet Management system. The user is logged in as AUBREY FELTON (ENT-Admin). The page features a navigation bar with links to Home, Courses, Learning Path, Resources, Tools, and Reports. A sidebar on the left contains links to Organization Chart and Users. The main content area includes a dropdown menu for 'Vector Technician' and a section for 'Completed Certification Report by User'. This section has buttons for 'Export To Excel' and 'Report List'. Below these are filters for 'By Org Branch', 'Start Date', 'End Date', 'OrgChart' (set to 'Vector Fleet Management'), 'Job Role' (set to 'Maintenance Tech'), and a list of certifications including 'CBA Chassis Safety & Stability Control', 'CBA Integrated Electrical Systems', 'CBA Onboarding | Safety Training | Culture | CSAT', 'CBA Powertrain', 'CBA Preventive Care', and 'Safety'. The footer shows 'Copyright © 2018 PACIFIC TECHNOLOGY SOLUTIONS'.

The screenshot shows a web browser window displaying the 'Web-Based Courses' page in the Vector Fleet Management system. The user is logged in as AUBREY FELTON (ENT-Admin). The page features a navigation bar with links to Home, Courses, Learning Path, Resources, Tools, and Reports. A sidebar on the left contains a search bar, a 'Category' dropdown (set to 'All Categories'), and a checkbox for 'Only show courses that have expired.'. The main content area includes a dropdown menu for 'Vector Technician' and a list of courses with expandable sections: '+ ASE', '+ AVI', '+ INTERACTIVE ONLINE CONTENT', and '+ INTERACTIVE ONLINE CONTENT (ENG)'. The footer shows 'Copyright © 2018 PACIFIC TECHNOLOGY SOLUTIONS'.

Online Certification Cont'd



3.25 Job Safety Compliance:

It is the responsibility of VFM to comply with all Federal, State or local laws affecting job safety. VFM will provide our employees with the following training related to job safety:

- Lockout/Tag out
- Personal Protection Equipment
- Blood borne Pathogens
- Spill Prevention
- Safety Awareness
- Right to Know
- Hazardous Communication

Additionally, we offer our employees a **performance-based safety incentive program** and all employees are weighted heavily on their safety performance. Safety is a Core Value at VFM. We will bring you an unyielding commitment to the workplace and employee safety, which is implemented through our entire company.

- VFM is an active member of the National Safety Council (NSC)
- We embrace OSHA's Voluntary Protection Program principles
- We possess a deep knowledge of all OSHA & MSHA regulations
- We will implement all of our safety awareness best practices, including daily reporting, and continuing education for our technicians
- VFM participates in the IS Network vendor rating program with an "A" rating

VFM will ensure all personnel conforms to all industry, OSHA and City safety guidelines and standards for safety. We will meet or exceed all OSHA regulations. Our employees are our most important asset and we consider their safety to be the ultimate factor in performance of the contract operations. We will comply with all provisions of the Occupational Safety and Health Act as enforced by the U.S. Department of Labor and will require all of our employees to comply with the law and all regulatory directives affecting job safety.

In the event of any personal injury, either on the job, or off duty, the Deerfield Beach's designated representative will be immediately notified. If a Deerfield Beach owned vehicle or equipment item is involved in the accident, a complete report will be given to the Deerfield Beach Risk Management department with 24 hours of the accident.



3.25.1 Safety and Health Plan

**VECTOR FLEET MANAGEMENT, LLC
SAFETY AND HEALTH POLICY STATEMENT
May 2020**

Vector Fleet Management, LLC hereafter also referred to as ("The Company") has always worked to provide a safe work environment for all of our employees.

The implementation of safety policies and procedures has had a very positive impact on our projects and work force, saving human suffering, loss of production time, and injury and illness related costs and expenses.

The Safety and Health Plan being presented is part of our continuing effort to improve our overall safety environment and record at each of our projects.

Each employee must work safely as a condition of employment. Employees must accept the responsibility for their own personal safety, job performance, and the safety of others. Employees have a responsibility to themselves and the company to follow all the safety procedures necessary to perform their work without accidents and to share the rewards of the team effort.

Compliance in all areas of this plan is of considerable importance to each Project Manager, not only to provide a safe work environment for personnel, but, in part to be totally within requirements set forth by Federal and State laws.

It is the responsibility of the managers, who are charged not only to administrate, monitor, and enforce the Safety and Health Plan, but to set and be the example; to show to all employees, first hand, the importance of adhering to the plan's criteria. Personnel culture will change and follow the example of managers.

By adhering to all aspects of this plan, you effectively can reduce human suffering, liability risks, workers' compensation expenses, loss in production time, and insurance costs, while also staying within the requirements of the law. It is imperative these goals be promoted. If we continue to work together in a team effort, we can improve our current levels of effectiveness regarding safety at each of our projects.

Thank you for your cooperation in advance.



Vector Fleet Management, LLC
James Overstreet
President/CEO

Section 4. Proof of Insurability

Insurance Certificate Sample:

Client#: 1873361		70VECTOFLE		DATE (MM/DD/YYYY) 11/03/2020			
ACORD™ CERTIFICATE OF LIABILITY INSURANCE							
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER McGriff Insurance Services 5925 Carnegie Blvd Suite 400 Charlotte, NC 28209 704 954-3000			CONTACT NAME: Brian DuPre -Account Executive PHONE (A/C, No, Ext): 704 954-3020 FAX (A/C, No): 888-751-3197 E-MAIL ADDRESS: bdupre@mcgriffinsurance.com				
INSURED Vector Fleet Management, LLC 9300 Harris Corners Parkway Suite 350 Charlotte, NC 28269			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A: Travelers Indemnity Co of America		25666		
			INSURER B: Travelers Property Casualty Co of Amer		25674		
			INSURER C: Travelers Casualty & Surety Company		19038		
			INSURER D: Tokio Marine Specialty Insurance Co.		23850		
			INSURER E:				
			INSURER F:				
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR A	TYPE OF INSURANCE ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	ADDL INSR X	SUBR WVD X	POLICY NUMBER 6308K459064	POLICY EFF (MM/DD/YYYY) 05/31/2020	POLICY EXP (MM/DD/YYYY) 05/31/2021	LIMITS EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED ☐ SCHEDULED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ HIRED Auto ☒ Non-Owned	X	X	BA6N580285	05/31/2020	05/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$25,000	X	X	CUP8K386657	05/31/2020	05/31/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	X	UB8K335713	05/31/2020	05/31/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Policy Premises and Contracted Ops	X	X	PPK2137669	05/31/2020	05/31/2021	\$1,000,000 Incident \$1,000,000 Aggregate \$50,000 Deductible
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Deerfield Beach and Deerfield Beach City Commission are additional insured on the General Liability and Auto Liability if required by written/executed contract before a loss. Waiver of Subrogation applies to the General Liability, Auto Liability and Workers Compensation if required by contract and where permitted by law. Thirty (30) day notice of cancellation, except for 10 days non-payment of premium, applies on the General Liability, Auto Liability, and Workers Compensation policies if required by contract. (See Attached Descriptions)							
CERTIFICATE HOLDER City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			
ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD							
#S26750923/M25810576						BLBA	

Insurance Certificate Sample Cont'd

DESCRIPTIONS (Continued from Page 1)
Workers' Compensation applies for this certificate as stated in the policy under Sections 3A and 3C but regardless does not apply in the monopolistic states of ND, WY, OH, WA. Excluded LLC Members not active in the business: Ashley P. Gosnell, Thomas H. Gosnell II, Arthur R. Gosnell
SAGITTA 25.3 (2016/03) 2 of 2

Section 5. Applicable Licenses and Certifications

VFM will utilize these platforms below for training:

<https://swana.org/training-certification>

<https://www.autocartruck.com/training/>

<https://www.mcneiluscompanies.com/refuse-service-training/>

<https://www.heil.com/heil-training>

<https://www.wasteindustrytraining.com/index.htm>

https://www.cat.com/en_US/support/operations/cat-training.html

VFM is currently members of swana.org/training.





WALL OF EXCELLENCE



Congratulations!

John Gordon
Vector Certified Technician - Bradley, Florida

John completed the required coursework to become a certified Vector Fleet Technician.



Congratulations!

Jonathan Peters
Vector Certified Technician
Riverview, Florida

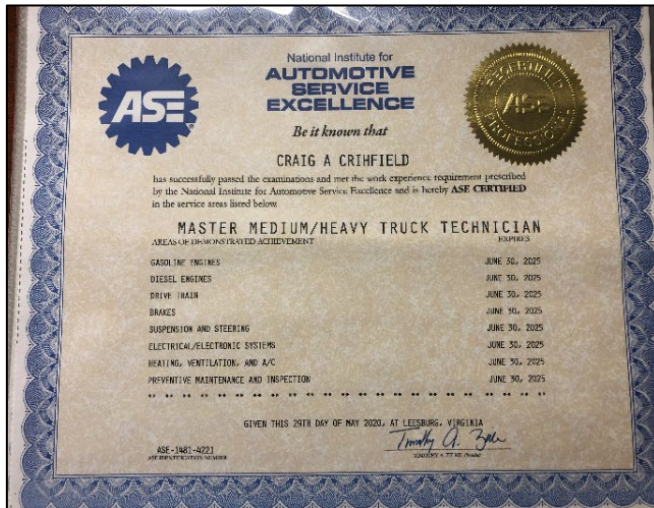


Congratulations!

Kenneth Lyn
Vector Certified Technician
Broward County, Florida



Certifications:



Section 6. Certified Business Entity (CBE) Certification

VFM uses Certified Business Enterprise (CBE) throughout our current locations Nationwide. VFM will continue using CBE certified businesses with Deerfield Beach, Florida as much as possible.



Section 7. Participation from Disadvantage Business Entity

VFM uses CBE(s), DBE(s) and SBE(s) throughout our current locations Nationwide. VFM will continue using CBE, DBE and SBE certified businesses with Deerfield Beach, Florida as much as possible.



Section 8. Financial Capabilities (Audit Reports 2018 and 2019)

Vector Fleet Management, LLC

Financial Report December 31, 2018

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RSM US LLP

Independent Auditor's Report

Board of Directors
Vector Fleet Management, LLC

Report on the Financial Statements

We have audited the accompanying financial statements of Vector Fleet Management, LLC (the Company), which comprise the balance sheets as of December 31, 2018 and 2017, the related statements of income, changes in members' equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Vector Fleet Management, LLC as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Charlotte, North Carolina
March 21, 2019

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Vector Fleet Management, LLC

Balance Sheets
December 31, 2018 and 2017

	2018	2017
Assets		
Current assets		
Cash	\$ 122,139	\$ 1,000
Accounts receivable	7,019,052	5,896,998
Inventories, net of reserve for obsolescence (2018 – \$142,300, 2017 – \$86,753)	1,683,319	1,421,866
Prepaid expenses	523,642	402,033
Total current assets	9,348,152	7,721,897
Property and equipment, net	2,902,096	3,683,810
Other assets:		
Goodwill	1,418,950	1,418,950
Deposits	51,859	63,679
	1,470,809	1,482,629
	\$ 13,721,057	\$ 12,888,336
Liabilities and Members' Equity		
Current liabilities:		
Current portion of notes payable	\$ 887,630	\$ 843,951
Line of credit	3,093,588	-
Trade accounts payable	1,570,763	1,421,437
Other accrued expenses	496,903	377,180
Total current liabilities	6,048,882	2,642,568
Long-term liabilities:		
Line of credit	-	3,017,778
Long-term incentive plan accrual	917,362	770,023
Deferred rent	39,985	35,309
Deferred revenue	-	45,578
Notes payable, net of current portion	862,087	1,094,879
Total long-term liabilities	1,819,434	4,963,567
Commitments		
Members' equity	5,852,741	5,282,201
	\$ 13,721,057	\$ 12,888,336

See notes to financial statements.

Vector Fleet Management, LLC

Statements of Income
Years Ended December 31, 2018 and 2017

	2018	2017
Net revenue	\$ 43,755,587	\$ 42,662,519
Cost of services	38,377,133	37,291,966
Gross profit	5,378,434	5,370,553
Selling, general and administrative expenses	4,159,704	4,145,231
Income from operations	1,218,730	1,225,322
Nonoperating expenses:		
Interest expense	(202,587)	(203,900)
Other expense	4,377	(70,380)
	(198,180)	(274,280)
Net Income	\$ 1,020,540	\$ 951,042

See notes to financial statements.

Vector Fleet Management, LLC

Statements of Changes in Members' Equity
Years Ended December 31, 2018 and 2017

Balance, December 31, 2016	\$ 4,731,159
Distributions to members	(400,000)
Net income	<u>951,042</u>
Balance, December 31, 2017	<u>5,282,201</u>
Distributions to members	(450,000)
Net income	<u>1,020,540</u>
Balance, December 31, 2018	<u>\$ 5,852,741</u>

See notes to financial statements.

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Vector Fleet Management, LLC

Statements of Cash Flows
Years Ended December 31, 2018 and 2017

	2018	2017
Cash flows from operating activities:		
Net income	\$ 1,020,540	\$ 951,042
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,436,364	1,395,442
Gain on sale of property and equipment	(16,348)	(3,692)
Changes in operating assets and liabilities:		
Accounts receivable	(1,122,054)	(12,935)
Inventories	(261,463)	30,191
Prepaid expenses	(121,609)	85,343
Deposits	11,820	38,625
Accounts payable	149,326	(212,707)
Deferred revenue	(45,578)	(119,755)
Accrued expenses and deferred rent	271,738	(341,697)
Net cash provided by operating activities	1,322,736	1,809,857
Cash flows from investing activities:		
Purchase of property and equipment	(391,409)	(793,046)
Proceeds from sale of property and equipment	119,454	39,000
Net cash used in investing activities	(271,955)	(754,046)
Cash flows from financing activities:		
Borrowings on notes payable	661,162	751,730
Payments on notes payable	(1,216,612)	(1,296,574)
Net borrowings (repayments) on line of credit	75,808	(332,025)
Distributions to members	(450,000)	(400,000)
Net cash used in financing activities	(929,642)	(1,278,869)
Net change in cash	121,139	(223,058)
Cash:		
Beginning of year	1,000	224,058
End of year	\$ 122,139	\$ 1,000
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 201,948	\$ 204,178
Supplemental schedule of noncash investing and financing activities:		
Property and equipment acquired through notes payable	\$ 366,337	\$ 159,814

See notes to financial statements

Vector Fleet Management, LLC

Notes to Financial Statements

Note 1. Nature of Business and Significant Accounting Policies

Nature of business: Vector Fleet Management, LLC (the Company) provides customized contract fleet management and maintenance solutions for diverse fleets throughout the United States.

A summary of the Company's significant accounting policies follows:

Limited liability company assets and liabilities: In accordance with the generally accepted method of presenting limited liability company financial statements, the financial statements do not include the assets and liabilities of the members, including their obligation for income taxes on their distributive shares of the net income of the limited liability company, nor any provision for income tax expense.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from those estimates.

Cash: The Company maintains cash deposits with financial institutions that at times may exceed federally insured limits.

Accounts receivable: The Company extends credit to its customers. By their nature, accounts receivable involve risk, including the credit risk of nonperformance by the customer. The Company maintains allowances which management believes are adequate to absorb estimated losses to be incurred in realizing the recorded amounts of its accounts receivable. These allowances are determined by management through a review of the aging of the accounts receivable and historical collection experience. In addition, specific reserves are established for specific customer accounts as collection problems occur. Receivables are considered past due based on contractual and invoice terms. Accounts deemed uncollectible are charged against the reserve. There was no allowance for doubtful accounts at December 31, 2018 and 2017.

Inventories: Inventories consist primarily of lubricants, filters and vehicle parts. Inventories are valued at the lower of weighted average cost or net realizable value.

Property and equipment: Property and equipment are stated at cost, less accumulated depreciation and amortization. Leasehold improvements are amortized over the shorter of the estimated useful life of the improvements or the lease term. Depreciation is calculated using the straight-line method over the following estimated useful lives:

Equipment	3-7 years
Furniture and fixtures	7 years
Vehicles	5-7 years

Goodwill: Goodwill is the excess of the cost of an acquired entity over the amounts assigned to the assets acquired and liabilities assumed. Goodwill is not amortized but is tested for impairment at least annually, or when an event occurs, or circumstances change that would indicate the fair value of the reporting unit may be below the carrying amount. No impairment was recorded during 2018 or 2017.

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Vector Fleet Management, LLC

Notes to Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Revenue recognition: Revenue is recognized in the period it is earned, which is the period that services are rendered and work orders are closed. The revenue is recognized in accordance with contractual terms. Revenue that is earned, but not billed is accrued and included in accounts receivable on the accompanying balance sheets. If services are rendered, but work orders are not closed, then the company defers associated costs. The deferred costs are included in inventories on the accompanying balance sheets.

Income taxes: For purposes of federal and state income taxes, the Company is taxed as a partnership with income or loss passed through to the members. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that require adjustment to the financial statements related to accounting for uncertainty in income taxes.

Subsequent events: The Company has evaluated subsequent events (events occurring after December 31, 2018) through March 21, 2019, the date on which the financial statements were available to be issued.

Recent accounting pronouncements: In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)* (ASU 2014-09), requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14, which defers the effective date of ASU 2014-09 one year, making it effective for annual reporting periods beginning after December 15, 2018. The Company has not yet selected a transition method and is currently evaluating the effect that the standard will have on the financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The Company is currently evaluating the impact of its pending adoption of the new standard on the financial statements.

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Vector Fleet Management, LLC

Notes to Financial Statements

Note 2. Property and Equipment

Property and equipment consists of the following as of December 31, 2018 and 2017:

	2018	2017
Equipment	\$ 1,962,090	\$ 1,790,848
Furniture and fixtures	93,466	93,466
Vehicles	5,576,351	5,905,894
Leasehold improvements	1,270,943	1,249,517
Deposits on equipment	59,274	21,792
	8,962,124	9,061,517
Less accumulated depreciation and amortization	6,060,028	5,377,707
	<u>\$ 2,902,096</u>	<u>\$ 3,683,810</u>

Note 3. Debt

The Company has a line of credit agreement with a bank that provides for maximum borrowings of \$7,500,000, subject to a borrowing base equal to 85% of eligible receivables. The line of credit agreement will mature on December 19, 2019. The Company plans to renew its line of credit agreement in 2019 consistent with the Company's past practice. Interest on outstanding advances is due and payable monthly at the one month London Interbank Offered Rate (LIBOR) plus 2.25% (effective rate of 3.74% at December 31, 2018). There is an unused line fee equal to 0.25% of the unused portion of the line, as defined in the agreement. The line of credit is secured by substantially all of the Company's assets. The Company had \$3,093,586 and \$3,017,778 outstanding as of December 31, 2018 and 2017, respectively. In addition, the agreement contains financial covenants including a minimum debt to tangible net worth, a fixed coverage ratio and an adjusted fixed-charge coverage ratio.

During 2016, the Company entered into additional notes payable with a bank to finance the purchase of vehicles in the aggregate amount of \$1,275,619. The notes require aggregate monthly payments of \$23,584 for principal and interest. The effective interest rate is 3.99% with maturity dates from January 2021 to May 2021. During 2017, the Company entered into an additional note payable with the same bank to finance the purchase of vehicles in the aggregate amount of \$159,614. The note requires aggregate monthly payments of \$3,013 for principal and interest. The effective interest rate is 4.92% with a maturity date in November 2022. During 2018, the Company entered into four additional notes payable with the same bank to finance the purchase of vehicles in the aggregate amount of \$336,337. The note requires aggregate monthly payments of \$7,597 for principal and interest. The effective interest rates range from 5.37% to 5.57%, with maturity dates from November 2021 to July 2023. The vehicles financed under all of these notes are collateral under the notes. The Company had \$1,114,884 and \$1,122,040 outstanding as of December 31, 2018 and 2017, respectively, related to these notes.

During 2015, the Company entered into six notes payable with two financing companies to finance the purchase of vehicles in the aggregate amount of \$1,000,758. The notes require aggregate monthly payments of \$18,591 for principal and interest. Effective interest rates range from 4.15% to 4.99% with maturities ranging from January 2020 through October 2020. The vehicles financed are collateral under the notes. The Company had \$326,928 and \$541,050 outstanding as of December 31, 2018 and 2017, respectively.

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Vector Fleet Management, LLC

Notes to Financial Statements

Note 3. Debt (Continued)

During 2017, the Company entered into an agreement to finance its fiscal 2018 plan year insurance premiums in the amount of \$751,730. The agreement required 11 monthly payments of \$69,365 for principal and interest at an effective interest rate of 2.99%. During 2018, the Company entered into another agreement to finance its fiscal 2019 plan year insurance premiums in the amount of \$733,281. The agreement requires 11 monthly payments of \$62,158 for principal and interest at an effective interest rate of 3.74%. The Company had \$307,905 and \$275,740 outstanding as of December 31, 2018 and 2017, respectively, related to these agreements.

Principal payments on notes payable in future years are as follows:

Years ending December 31:	
2019	\$ 687,630
2020	490,003
2021	226,409
2022	117,396
2023	28,279
	<u>\$ 1,749,717</u>

Note 4. Commitments

The Company leases office facilities and vehicle storage lots under agreements classified as operating leases. Certain lease agreements for the Company's office facilities and vehicle storage lots include scheduled base rent increases over the terms of the leases. Rent expense under these leases is being recognized on the straight-line basis over the lease terms. The Company has recorded deferred rent to reflect the excess of rent expense over net cash payments since inception of these leases. Rent expense under all operating leases totaled approximately \$821,000 and \$736,000 for the years ended December 31, 2018 and 2017, respectively. The leases expire at various times through July 2023.

As of December 31, 2018, future minimum lease payments under long-term leases were as follows:

Years ending December 31:	
2019	\$ 514,519
2020	417,940
2021	341,571
2022	279,916
2023	88,664
	<u>\$ 1,640,610</u>

Note 5. Employee Benefits

The Company maintains a defined contribution retirement plan for substantially all employees. Under this plan, eligible employees can defer a portion of their compensation pursuant to Section 401(k) of the Internal Revenue Code. Participants may contribute a portion of their annual compensation, up to the Internal Revenue Service limits, subject to certain discrimination tests prescribed by the Internal Revenue Code. The Company matches employee contributions at 50% of the first 5% of the participant's compensation that a participant contributes to the plan. The Company's contributions to the plan were \$217,775 and \$209,375 for the years ended December 31, 2018 and 2017, respectively.

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Vector Fleet Management, LLC

Notes to Financial Statements

Note 5. Employee Benefits (Continued)

The Company maintains a liability-based equity appreciation plan as a long-term incentive compensation plan for certain key employees. The plan grants equity appreciation rights to the participants at the discretion of the Board of Directors. The rights vest ratably over a four-year period and are settled in cash. Valuation of the rights is based on the valuation method described in the plan document, which generally is a defined multiple of the Company's EBITDA. The Company is authorized to grant rights that comprise up to 15% of the total outstanding equity of the Company. Payments will be made in three annual installments beginning in the first fiscal year following the fiscal year in which a participant has a qualifying separation of service from the Company and will be based on the valuation of the Company in each of the respective fiscal years prior to the years that the installments will be made.

The Company has granted rights to certain key employees that consisted of 11 2/3% of the Company's total outstanding equity, however, the Company settled its obligation with one former employee during the year for \$80,000. As a result, the remaining rights totaled 9 2/3% at December 31, 2018. An accrual was made for the plan for \$917,362 and \$770,023 at December 31, 2018 and 2017, respectively, as calculated under the valuation methodology described above. The change in the accrual, net of payments made under the plan during 2018 and 2017, was \$227,339 and \$(273,427), respectively, which is included in selling, general and administrative expenses in the accompanying statements of income.

Note 6. Major Customers

Net revenue to customers comprising more than 10% of total net revenue for the years ended December 31, 2018 and 2017, and the related accounts receivable balances at those dates, are as follows:

	Net Revenue		Accounts Receivable	
	2018	2017	2018	2017
Customer A	\$ 9,522,040	\$ 9,447,569	\$ 2,551,292	\$ 1,703,120
Customer B	5,269,159	4,569,450	341,159	419,159
Customer C	7,549,544	8,905,046	876,957	1,155,211
	<u>\$ 22,340,743</u>	<u>\$ 22,922,065</u>	<u>\$ 3,769,408</u>	<u>\$ 3,277,490</u>

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Vector Fleet Management, LLC

(A Limited Liability Company)

Financial Report
December 31, 2019

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RSM US LLP

Independent Auditor's Report

Board of Directors
Vector Fleet Management, LLC

Report on the Financial Statements

We have audited the accompanying financial statements of Vector Fleet Management, LLC (the Company), which comprise the balance sheets as of December 31, 2019 and 2018, the related statements of income, changes in members' equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Vector Fleet Management, LLC as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Charlotte, North Carolina
March 27, 2020

CONFIDENTIAL

**Vector Fleet Management, LLC
(A Limited Liability Company)**

**Balance Sheets
December 31, 2019 and 2018**

	2019	2018
Assets		
Current assets:		
Cash	\$ -	\$ 122,139
Accounts receivable	9,652,603	7,019,052
Inventories, net of reserve for obsolescence (2019 – \$180,530; 2018 – \$142,300)	1,944,793	1,683,319
Prepaid expenses	700,834	523,642
Total current assets	12,298,230	9,348,152
Property and equipment, net	3,287,984	2,902,098
Other assets:		
Goodwill	1,418,950	1,418,950
Deposits	98,027	51,859
	1,516,977	1,470,809
	\$ 17,103,191	\$ 13,721,057
Liabilities and Members' Equity		
Current liabilities:		
Current portion of notes payable	\$ 1,070,504	\$ 887,630
Line of credit	-	3,093,586
Trade accounts payable	2,940,970	1,570,783
Other accrued expenses	1,295,132	496,903
Total current liabilities	5,306,606	5,048,882
Long-term liabilities:		
Line of credit	2,024,352	-
Long-term incentive plan accrual	1,430,394	917,362
Deferred rent	39,038	39,985
Notes payable, net of current portion	1,159,647	882,087
Total long-term liabilities	4,653,431	1,819,434
Commitments and contingencies		
Members' equity	7,143,154	5,852,741
	\$ 17,103,191	\$ 13,721,057

See notes to financial statements.

**Vector Fleet Management, LLC
(A Limited Liability Company)**

**Statements of Income
Years Ended December 31, 2019 and 2018**

	2019	2018
Net revenue	\$ 54,381,726	\$ 43,755,567
Cost of services	47,073,888	38,377,133
Gross profit	7,307,838	5,378,434
Selling, general and administrative expenses	5,200,080	4,159,704
Income from operations	2,107,748	1,218,730
Nonoperating income (expenses):		
Interest expense	(258,184)	(202,567)
Other (expense) income, net	(31,161)	4,377
	(289,345)	(198,190)
Net Income	\$ 1,820,413	\$ 1,020,540

See notes to financial statements.

**Vector Fleet Management, LLC
(A Limited Liability Company)**

**Statements of Changes in Members' Equity
Years Ended December 31, 2019 and 2018**

Balance, December 31, 2017	\$ 5,282,201
Distributions to members	(450,000)
Net income	1,020,540
Balance, December 31, 2018	5,852,741
Distributions to members	(530,000)
Net income	1,820,413
Balance, December 31, 2019	\$ 7,143,154

See notes to financial statements.

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**Vector Fleet Management, LLC
(A Limited Liability Company)**

**Statements of Cash Flows
Years Ended December 31, 2019 and 2018**

	2019	2018
Cash flows from operating activities:		
Net income	\$ 1,820,413	\$ 1,020,540
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,361,694	1,436,354
(Gain) loss on sale of property and equipment	21,193	(16,348)
Changes in operating assets and liabilities:		
Accounts receivable	(2,633,551)	(1,122,054)
Inventories	(261,474)	(261,453)
Prepaid expenses	(177,192)	(121,609)
Deposits	(46,168)	11,820
Accounts payable	1,370,207	149,326
Deferred revenue	-	(45,578)
Accrued expenses and deferred rent	1,310,314	271,738
Net cash provided by operating activities	2,765,436	1,322,736
Cash flows from investing activities:		
Purchase of property and equipment	(696,484)	(391,409)
Proceeds from sale of property and equipment	38,625	119,454
Net cash used in investing activities	(658,859)	(271,955)
Cash flows from financing activities:		
Borrowings on notes payable	833,846	661,162
Payments on notes payable	(1,466,328)	(1,216,612)
Net borrowings (repayments) on line of credit	(1,069,234)	75,808
Distributions to members	(530,000)	(450,000)
Net cash used in financing activities	(2,230,716)	(929,642)
Net change in cash	(122,139)	121,139
Cash:		
Beginning of year	122,139	1,000
End of year	\$ -	\$ 122,139
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 257,341	\$ 201,946
Supplemental schedule of noncash investing and financing activities:		
Property and equipment acquired through notes payable	\$ 1,111,916	\$ 366,337

See notes to financial statements.

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**Vector Fleet Management, LLC
(A Limited Liability Company)**

Notes to Financial Statements

Note 1. Nature of Business and Significant Accounting Policies

Nature of business: Vector Fleet Management, LLC (the Company) provides customized contract fleet management and maintenance solutions for diverse fleets throughout the United States.

A summary of the Company's significant accounting policies follows:

Limited liability company assets and liabilities: In accordance with the generally accepted method of presenting limited liability company financial statements, the financial statements do not include the assets and liabilities of the members, including their obligation for income taxes on their distributive shares of the net income of the limited liability company, nor any provision for income tax expense.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from those estimates.

Cash: The Company maintains cash deposits with financial institutions that at times may exceed federally insured limits.

Accounts receivable: The Company extends credit to its customers. By their nature, accounts receivable involve risk, including the credit risk of nonperformance by the customer. The Company maintains allowances which management believes are adequate to absorb estimated losses to be incurred in realizing the recorded amounts of its accounts receivable. These allowances are determined by management through a review of the aging of the accounts receivable and historical collection experience. In addition, specific reserves are established for specific customer accounts as collection problems occur. Receivables are considered past due based on contractual and invoice terms. Accounts deemed uncollectible are charged against the reserve. There was no allowance for doubtful accounts at December 31, 2019 and 2018.

Inventories: Inventories consist primarily of lubricants, filters and vehicle parts. Inventories are valued at the lower of weighted average cost or net realizable value.

Property and equipment: Property and equipment are stated at cost, less accumulated depreciation and amortization. Leasehold improvements are amortized over the shorter of the estimated useful life of the improvements or the lease term. Depreciation is calculated using the straight-line method over the following estimated useful lives:

Equipment	3-7 years
Furniture and fixtures	7 years
Vehicles	5-7 years

Goodwill: Goodwill is the excess of the cost of an acquired entity over the amounts assigned to the assets acquired and liabilities assumed. Goodwill is not amortized but is tested for impairment at least annually, or when an event occurs, or circumstances change that would indicate the fair value of the reporting unit may be below the carrying amount. No impairment was recorded during 2019 or 2018.

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**Vector Fleet Management, LLC
(A Limited Liability Company)**

Notes to Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Revenue recognition: Revenue is primarily derived from providing customized contract fleet management and maintenance solutions for diverse fleets throughout the United States. The Company recognizes revenue in accordance with ASC Topic 806, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligation
- Determine the transaction price
- Allocate the transaction price
- Recognize revenue

The Company assesses the contract term as the period in which the parties to the contract have presently enforceable rights and obligations. The contract term can differ from the stated term in certain contracts that include certain termination rights. Payment is due from customers upon receipt of the monthly billing.

The Company performs various fleet repair and maintenance and fleet management services for customers over the life of the contract that are interrelated and represent one combined performance obligation which is to provide comprehensive fleet maintenance services over the contract term. The Company recognizes revenue over time as the customer simultaneously receives and consumes the benefit of those services.

Fixed consideration is recognized ratably over the contract term and variable consideration is recognized monthly in an amount that reflects the actual services rendered during that period.

The Company has elected as a practical expedient the accounting policy under which it excludes from the transaction price taxes it collects from its customers that were assessed by a government authority on (or contemporaneous with) the entity's revenue-generating transactions with its customers. The Company therefore reports sales revenue net of use tax.

The Company generally provides limited-assurance type warranties for services performed. The warranty does not provide the customer with a service or benefit that would extend beyond the term of the contract. The Company does not consider these warranties to be separate performance obligations.

Sales commissions paid to employees are considered direct costs to obtain the contract. These costs are capitalized and amortized on a straight-line basis over the expected period of benefit, which takes into account the expected life of the contract.

Accounts receivable are governed by the contract terms and are recorded based on contracted prices when the Company obtains an unconditional right to payment under the terms of its contracts.

Contract assets represent revenue recognized in excess of amounts billed or available to be billed and are classified as accounts receivable on the face of the balance sheet. The Company had approximately \$313,000 and \$243,000 in contract assets at December 31, 2019 and 2018, respectively.

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**Vector Fleet Management, LLC
(A Limited Liability Company)**

Notes to Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Income taxes: For purposes of federal and state income taxes, the Company is taxed as a partnership with income or loss passed through to the members. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that require adjustment to the financial statements related to accounting for uncertainty in income taxes.

Subsequent events: The Company has evaluated subsequent events (events occurring after December 31, 2019) through March 27, 2020, the date on which the financial statements were available to be issued.

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical area in which the Company operates. It is unknown how long these conditions will last and what the complete financial effect will be to the Company. The Company's customer concentrations and access to workforce make it reasonably possible that the Company is vulnerable to the risk of a near-term severe impact.

Additionally, it is reasonably possible that estimates made in the financial statements have been, or will be, materially and adversely impacted in the near-term as a result of these conditions, including credit losses on receivables and estimated margins on uncompleted contracts.

Recent accounting pronouncements: In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-9, *Revenue from Contracts with Customers (Topic 606)* (ASU 2014-09), requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14, which defers the effective date of ASU 2014-09 one year, making it effective for annual reporting periods beginning after December 15, 2018. The Company has elected to adopt ASC 606 under the modified retrospective method, applied to all customer contracts. Under the modified retrospective method, the Company will apply the guidance retrospectively only to the most current period presented in the financial statements. However, at the adoption of ASC Topic 606, there is no cumulative effect of initially applying the standard as an adjustment to the opening balance of retained earnings (or other appropriate components of equity or net assets) at the date of initial application, which is January 1, 2019.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2020, and interim periods within fiscal years beginning after December 15, 2021. The Company is currently evaluating the impact of its pending adoption of the new standard on the financial statements.

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**Vector Fleet Management, LLC
(A Limited Liability Company)**

Notes to Financial Statements

Note 2. Property and Equipment

Property and equipment consists of the following as of December 31, 2019 and 2018:

	2019	2018
Equipment	\$ 2,405,435	\$ 1,962,090
Furniture and fixtures	93,466	93,466
Vehicles	6,389,715	5,576,351
Leasehold improvements	1,112,912	1,270,943
Deposits on equipment	32,014	59,274
	<u>10,033,542</u>	<u>8,962,124</u>
Less accumulated depreciation and amortization	6,745,558	6,060,028
	<u>\$ 3,287,984</u>	<u>\$ 2,902,096</u>

Note 3. Debt

During 2019, the Company amended its line of credit agreement with a bank to reduce maximum borrowings from \$7,500,000 to \$7,000,000, subject to a borrowing base equal to 85% of eligible receivables. The line of credit agreement will mature on December 16, 2022. Interest on outstanding advances is due and payable monthly at the one month London Interbank Offered Rate (LIBOR) plus 2.25% (effective rate of 3.88% at December 31, 2019). There is an unused line fee equal to 0.25% of the unused portion of the line, as defined in the agreement. The line of credit is secured by substantially all of the Company's assets. The Company had \$2,024,352 and \$3,093,586 outstanding as of December 31, 2019 and 2018, respectively. In addition, the agreement contains financial covenants including a minimum debt to tangible net worth, a fixed coverage ratio and an adjusted fixed-charge coverage ratio.

During 2016, the Company entered into additional notes payable with a bank to finance the purchase of vehicles in the aggregate amount of \$1,275,619. The notes require aggregate monthly payments of \$23,584 for principal and interest. The effective interest rate is 3.99% with maturity dates from January 2021 to May 2021. During 2017, the Company entered into an additional note payable with the same bank to finance the purchase of vehicles in the aggregate amount of \$159,614. The note requires aggregate monthly payments of \$3,013 for principal and interest. The effective interest rate is 4.92% with a maturity date in November 2022. During 2018, the Company entered into four additional notes payable with the same bank to finance the purchase of vehicles in the aggregate amount of \$366,337. The note requires aggregate monthly payments of \$7,597 for principal and interest. The effective interest rates range from 5.37% to 5.57%, with maturity dates from November 2021 to July 2023. During 2019, the Company entered into five additional notes payable with the same bank to finance the purchase of vehicles in the aggregate amount of \$1,111,916. The note requires aggregate monthly payments of \$20,868 for principal and interest. The effective interest rates range from 3.88% to 5.38%, with maturity dates from January 2024 to October 2024. The vehicles financed under all of these notes are collateral under the notes and had a net carrying value of approximately \$1,587,000 and \$1,200,000 at December 31, 2019 and 2018, respectively. The Company had \$1,732,816 and \$1,114,884 outstanding as of December 31, 2019 and 2018, respectively, related to these notes.

**Vector Fleet Management, LLC
(A Limited Liability Company)**

Notes to Financial Statements

Note 3. Debt (Continued)

During 2015, the Company entered into six notes payable with two financing companies to finance the purchase of vehicles in the aggregate amount of \$1,000,758. The notes require aggregate monthly payments of \$18,591 for principal and interest. Effective interest rates range from 4.14% to 4.99% with maturities ranging from January 2020 through October 2020. The vehicles financed are collateral under the notes and had a net carrying value of approximately \$103,000 and \$306,000 at December 31, 2019 and 2018, respectively. The Company had \$113,819 and \$326,928 outstanding as of December 31, 2019 and 2018, respectively.

During 2018, the Company entered into an agreement to finance a portion of its fiscal 2019 plan year insurance premiums in the amount of \$733,281. The agreement requires 11 monthly payments of \$62,158 for principal and interest at an effective interest rate of 3.74%. During 2019, the Company entered into another agreement to finance a portion of its fiscal 2020 plan year insurance premiums in the amount of \$911,504. The agreement requires 11 monthly payments of \$77,616 for principal and interest at an effective interest rate of 4.75%. The Company had \$383,516 and \$307,905 outstanding as of December 31, 2019 and 2018, respectively, related to these agreements.

Principal payments on notes payable in future years are as follows:

Years ending December 31:	
2020	\$ 1,070,504
2021	431,949
2022	331,869
2023	252,078
2024	143,751
	<u>\$ 2,230,151</u>

Note 4. Commitments and Contingencies

The Company leases office facilities and vehicle storage lots under agreements classified as operating leases. Certain lease agreements for the Company's office facilities and vehicle storage lots include scheduled base rent increases over the terms of the leases. Rent expense under these leases is being recognized on the straight-line basis over the lease terms. The Company has recorded deferred rent to reflect the excess of rent expense over net cash payments since inception of these leases. Rent expense under all operating leases totaled approximately \$993,000 and \$821,000 for the years ended December 31, 2019 and 2018, respectively. The leases expire at various times through July 2029.

As of December 31, 2019, future minimum lease payments under long-term leases were as follows:

Years ending December 31:	
2020	\$ 882,881
2021	753,129
2022	765,815
2023	584,182
2024	509,507
Thereafter	2,448,145
	<u>\$ 5,944,669</u>

**Vector Fleet Management, LLC
(A Limited Liability Company)**

Notes to Financial Statements

Note 4. Commitments and Contingencies (Continued)

Legal contingencies: Various claims and lawsuits are pending against the Company. After reviewing these matters with legal counsel, the Company does not believe the aggregate liability, if any, resulting from these matters will have a significant effect on the financial statements.

Note 5. Employee Benefits

The Company maintains a defined contribution retirement plan for substantially all employees. Under this plan, eligible employees can defer a portion of their compensation pursuant to Section 401(k) of the Internal Revenue Code. Participants may contribute a portion of their annual compensation, up to the Internal Revenue Service limits, subject to certain discrimination tests prescribed by the Internal Revenue Code. The Company matches employee contributions at 50% of the first 5% of the participant's compensation that a participant contributes to the plan. The Company's contributions to the plan were \$226,439 and \$217,775 for the years ended December 31, 2019 and 2018, respectively.

The Company maintains a liability-based equity appreciation plan as a long-term incentive compensation plan for certain key employees. The plan grants equity appreciation rights to the participants at the discretion of the Board of Directors. The rights vest ratably over a four-year period and are settled in cash. Valuation of the rights is based on the valuation method described in the plan document, which generally is a defined multiple of the Company's EBITDA. The Company is authorized to grant rights that comprise up to 15% of the total outstanding equity of the Company. Payments will be made in three annual installments beginning in the first fiscal year following the fiscal year in which a participant has a qualifying separation of service from the Company and will be based on the valuation of the Company in each of the respective fiscal years prior to the years that the installments will be made.

The Company has granted rights to certain key employees that consisted of 11 2/3% of the Company's total outstanding equity, however, the Company settled its obligation with one former employee during 2018 for \$80,000. As a result, the remaining rights totaled 9 2/3% at December 31, 2019 and 2018. An accrual was made for the plan for \$1,430,394 and \$917,362 at December 31, 2019 and 2018, respectively, as calculated under the valuation methodology described above. The change in the accrual, net of payments made under the plan during 2019 and 2018, was \$513,032 and \$227,339, respectively, which is included in selling, general and administrative expenses in the accompanying statements of income.

Note 6. Major Customers

Net revenue to customers comprising more than 10% of total net revenue for the years ended December 31, 2019 and 2018, and the related accounts receivable balances at those dates, are as follows:

	Net Revenue		Accounts Receivable	
	2019	2018	2019	2018
Customer A	\$ 10,978,471	\$ 9,522,040	\$ 3,667,232	\$ 2,551,292
Customer B	7,377,802	7,549,544	1,173,600	876,957
Customer C	5,826,173	5,269,159	867,830	341,159
	<u>\$ 24,182,446</u>	<u>\$ 22,340,743</u>	<u>\$ 5,708,662</u>	<u>\$ 3,769,408</u>

ATTACHMENT "A"
VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Provide five (5) completed Vendor Performance Reference Verification Survey Forms from the most recent customers that Offeror has provided, or is currently providing, similar goods and services to Government agency references are preferred. References will be verified for accuracy for vendor(s) recommended for award.

Offerors are advised that it is the responsibility of the Offeror to submit to their references on the attached vendor performance reference verification survey form, have the reference complete the form and return it to the Offeror. The completed reference forms must be submitted with the bid response.

NOTE: Failure to include completed reference forms may cause the bidder to be determined non-responsive. Additional references may be provided.



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Outsourcing Fleet Maintenance and Repair Services
RFP #21-10-PC

Reference For (Proposer's Name): Vector Fleet Management
Agency Name (Reference): Town of Addison
Agency Contact: Rob Bourston
Contact E-mail: rbourston@addison.tx.gov
Contact Phone #: 972-452-6203

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had with Contractor during the repair services. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Vector has been a great partner to work with on our fleet

Management. They provide very good service, keep our vehicles & equipment in top condition.

Vendor Name: Rob Bourston Title: Director of General Services
(Please print - Person completing survey)

Signature: [Signature] Date: 10/24/20
(Person completing survey)

Reference verified by City Employee: _____ Date: _____



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Outsourcing Fleet Maintenance and Repair Services RFP #21-10-PC

Reference For (Proposer's Name): Vector Fleet Management
Agency Name (Reference): City of Carrollton
Agency Contact: Dwayne Bianco
Contact E-mail: dwayne.bianco@cityofcarrollton.com
Contact Phone #: (972) 466-5785

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 2
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had with Contractor during the repair services. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Vector Does a great job maintaining our fleet

Vendor Name: Dwayne Bianco Title: Director of Fleet and Facilities
(Please print - Person completing survey)

Signature: Dwayne Bianco Date: 10/22/2020
(Person completing survey)



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Outsourcing Fleet Maintenance and Repair Services RFP #21-10-PC

Reference For (Proposer's Name): Vector Fleet Management, LLC

Agency Name (Reference): City of Coconut Creek

Agency Contact: Jessica Cannon

Contact E-mail: jcannon@coconutcreek.net

Contact Phone #: 954-956-1540

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

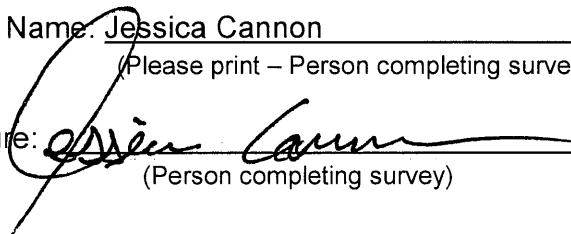
Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had with Contractor during the repair services. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Vendor Name: Jessica Cannon Title: Transportation Supervisor
(Please print – Person completing survey)

Signature:  Date: 10/21/2020
(Person completing survey)

Reference verified by City Employee: _____ Date: _____



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Outsourcing Fleet Maintenance and Repair Services
RFP #21-10-PC

Reference For (Proposer's Name): Ector County, TX
Agency Name (Reference): Lucy Soto
Agency Contact: Purchasing Department
Contact E-mail: LUCY.SOTO@ectorcountytexas.gov
Contact Phone #: 432-498-4020

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had with Contractor during the repair services. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Vendor Name: Lucy Soto
(Please print - Person completing survey)

Title: Ector County Purchasing Agent

Signature: Lucy Soto
(Person completing survey)

Date: 10/20/2020

Reference verified by City Employee: _____ Date: _____



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Outsourcing Fleet Maintenance and Repair Services
RFP #21-10-PC

Reference For (Proposer's Name): **VECTOR FLEET MANAGEMENT**
Agency Name (Reference): **THE MOSAIC COMPANY**
Agency Contact: **SHANE SOLLMANN**
Contact E-mail: **shane.sollmann@mosaicco.com**
Contact Phone #: **813-781-4693**

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had with Contractor during the repair services. 3
10. Rate the overall performance of the Contractor. 3+

Additional comments:

VECTOR MAINTAINS 1600+ ASSETS FOR MOSAIC. FROM GOLF CARTS TO DOZERS, MOSAIC EXPECTS 95% AVAILABILITY AT ALL TIMES. VECTOR TRACKS OUR COST/MILE, COST/HOUR AND LTD COST, WHICH HELPS MOSAIC MANAGE OUR FLEET.

Vendor Name: **SHANE SOLLMANN** Title: **MOSAIC FLEET MANAGEMENT**

(Please print - Person completing survey)

Signature: *Shane Sollmann*
(Person completing survey)

Date: 10/22/2020

Reference verified by City Employee: _____ Date: _____

Financial Plan, Capital, and Capabilities

Are audited financial statements, to include Income Statement and Balance Sheet, for the past two years attached?

Yes ☐

No ☐

If No, please explain

Please provide a general description of the firm's financial condition.

Identify any of the following conditions that may affect the firm's ability to perform and/or complete the work:

Bankruptcy

Yes ☐

No ☐

If Yes, please explain

Pending Litigation

Yes ☐

No ☐

If Yes, please explain

Impending Mergers

Yes ☐

No ☐

If Yes, please explain

Other Conditions

Yes ☐

No ☐

If Yes, please explain

RESET

Section 11. Business Tax Receipt

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: VECTOR FLEET MANAGEMENT LLC

Owner Name: VECTOR FLEET MANAGEMENT LLC
Business Location: 4900 W COPANS RD
COCONUT CREEK
Business Phone: 954 9736727

Receipt #: 322C-295594
Business Type: GARAGE/AUTO REPAIR (AUTO REPAIR)

Business Opened: 12/10/2018
State/County/Cert/Reg: MV101324 AR5548
Exemption Code:

Rooms

Seats

Employees:
6

Machines

Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
VECTOR FLEET MANAGEMENT LLC
4900 W COPANS RD
COCONUT CREEK, FL 33063

Receipt # 10B-19-00001420
Paid 09/03/2020 81.00

2020 - 2021

Section 12. Ethics Code Disclosure

Not Applicable



Section 13. Corporate Annual Report

2020 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M08000006132

Entity Name: VECTOR FLEET MANAGEMENT, LLC

Current Principal Place of Business:

9300 HARRIS CORNERS PKWY
SUITE 350
CHARLOTTE, NC 28269

Current Mailing Address:

9300 HARRIS CORNERS PKWY
SUITE 350
CHARLOTTE, NC 28269 US

FEI Number: 20-5680368

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NRAI SERVICES, INC
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name GOSNELL, ARTHUR A
Address 625 CLINTON SQUARE
City-State-Zip: ROCHESTER NY 14604

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 805, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ARTHUR A. GOSNELL

MGRM

04/02/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

Section 14. W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. VECTOR FLEET MANAGEMENT, LLC		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 9300 HARRIS CORNERS PARKWAY, SUITE 350 6 City, state, and ZIP code CHARLOTTE, NC 28269 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number 	or Employer identification number 2 0 - 5 6 8 0 3 6 8

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ <i>Eric Lewandowski, VP Finance</i> Date ▶ <i>01/03/2020</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Section 15. Costing Methodology

15.1 Cost Proposal

The Fixed Rate Cost Amount specified on the Cost Proposal includes all management and technician labor, overhead expenses, administrative costs and management fees. The Fixed Cost Amount will be billed to the City monthly at 1/12th annual rate. Labor costs includes all wages, salaries, fringe benefits, payroll taxes for all labor classifications provided.

15.2 Parts, Supplies, and Outside Services

If City elects to have VFM purchase on their behalf, the invoiced costs will include all repair parts and materials, bulk fluids (excluding fuel), lubricants, batteries, freight charges on parts, unserviceable cores, and warranty credits. Subcontracted service costs are the cost for both parts and labor performed by outside subcontractors for such repairs as engine/ transmission rebuilding, radiator repair, or glass repairs, etc. All parts will be invoiced to the City at VFM cost plus 5%. Any 3rd party supplier invoices will be invoiced to the City at VFM cost plus 5%.

15.3 Overhead Costs (Variable and Fixed)

These costs include miscellaneous direct expenses that are incurred in the normal day-to-day operation of the maintenance facility and in the administration of the contract. Expenses included, but not limited to:

- Safety/environmental supplies
- Training
- Insurance
- Uniforms and cleaning
- Bonding Costs
- Postage and office supplies
- Employee drug testing and background checks
- Employee recruitment
- Office Supplies
- Corporate Management fees
- Small Tooling
- Diagnostic Software
- Fleet Management Information System (FMIS) Hardware & Licensing
- Cell Phone Costs

15.4 Performance Incentive Programs

VFM proposes implementation of these after the initial six (6) month assessment period. Rates to be negotiated with City.

- **Fleet Availability Standards:** *The downtime clock starts: At the time service writers are notified that vehicle has arrived on yard; or Shop is notified vehicle has broken down in the field including roadsides, worksites, yards, parking lots, supplier locations, etc. Downtime clock stops: When shop notifies user department fleet liaison that vehicle is available for pick-up or delivery. Vehicles are only considered to be down when they are not available during their normal workday. Downtime will not apply to non-target services, to time that VFM is waiting for approval to proceed with repairs, repairs requiring special order parts, or to vehicles specifically excluded by the Facilities and Fleet Management Team.*
- **Repair Turnaround:** *Time is the amount of clock time a vehicle is out of service for maintenance and repair. Clock time begins when a vehicle is brought to the shop or a request for road service is received, and ends when services are completed and the customer has been contacted. Not included in the calculation of turnaround time are non-target services, time spent waiting for approval to proceed with vehicle repairs, repairs requiring special order parts, or services performed on vehicles specifically excluded by the Facilities and Fleet Management Team.*
- **Inspection Services:** *These services include: Preventive Maintenance services, and other statutory inspections. The standard for completion of inspection services is completion of 98% of inspection that are scheduled to be completed each month. Not included in the calculation are units not made available to VFM as requested.*

15.5 Capital Expenditures

All City approved capital expenditures of VFM for equipment or other capitalized items in connection with the services and work to be provided by VFM hereunder, is not in the approved target.

15.6 Directed Work

Overtime and other City approved labor and material cost incurred by VFM in performance of emergency or other directed work shall not be included in the approved target, pursuant to the terms of the contract. VFM will not charge for overtime for work not approved in advance by the City.

15.7 Annual Adjustments

The Included Cost is guaranteed for the first 12 months. The annual Cost and approved budget, shall be adjusted for additional years of the Contract prior to the end of the previous contract term. During the Annual Meeting between the City and VFM, VFM's performance will be reviewed. The meeting shall also include a review of VFM's cost of doing business.

Costs for all services purchased under this contract shall remain firm for the initial twelve (12) month contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the VFM a reasonable reduction in costs that reflect such cost changes in the industry.

Changes to the Contract shall be documented in a Contract Amendment.

15.8 Cost Proposal

				
Category		Deerfield Beach FL		
		Per Hour	Monthly	Annual
Labor Expense			\$32,240.51	\$386,886.15
Outside of Normal Shop Hours (As Approved by City)	OT	\$58.27		
			Monthly	Annual
Variable Expense (operating cost)			\$3,124.19	\$37,490.34
Fixed Expense			\$913.53	\$10,962.41
If requested by City				
Parts Mark-Up		5.0%	Vector National net pricing cost plus mark-up	
3rd Party (Subcontractor)/Fleet Supplies Mark-Up		5.0%		
Totals			\$36,278.24	\$435,338.90