



Deerfield Beach
Florida

**Regular City Commission
Meeting Agenda**

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

Mayor Todd Drosky

Vice Mayor Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Daniel Shanetzky

District 4 Commissioner Tom Plaut

Tuesday

June 2, 2026

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: May 5, 2026

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes

Attachment: March 4, 2026

African American Heritage Board Meeting Minutes

Attachment: April 9, 2026

Charter Review Board Meeting Minutes

Attachment: April 16, 2026, May 4, 2026

Community Appearance Board Meeting Minutes

Attachment: April 22, 2026

Code Compliance Meeting Minutes

Attachment: April 28, 2026

APPROVAL OF THE AGENDA

June 2, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/81559865907?pwd=L88HdE5lFgbsscyFae9prTj6wx0PFx.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 815 5986 5907#

Participant ID: #

Passcode: 104984#

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

Attachment: Zoom Instructions

PUBLIC HEARINGS – FIRST READING

- 1. ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 4.43 GROSS ACRES LOCATED AT 3116 DEER CREEK COUNTRY CLUB BLVD. FROM BUSINESS, COMMUNITY (B-1) TO RESIDENCE, MULTI-FAMILY (RM-15) (APPLICATION 25-R-206); PROVIDING FOR A MAXIMUM OF 43 TOWNHOME DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for June 16, 2026

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

Sponsor: Department of Planning & Development Services

Attachment: Application 25-R-206

PUBLIC HEARINGS – SECOND READING

- 2. P.H. 2026-048: ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING" SECTION 66-56 "PROHIBITIONS RELATIVE TO STOPPING, STANDING OR PARKING IN SPECIFIC PLACES" OF THE CITY CODE OF ORDINANCES TO PERMIT BACK IN PARKING IN CITY OWNED PARKING AREAS AND SPACES WITH CITY SIGNAGE PERMITTING BACK IN PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Office of the City Manager

Attachment: Traffic and Vehicles

PUBLIC COMMENT

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 3. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the development of a Flood Barrier Rebate Program for eligible single-family homesteaded properties located within FEMA designated AE and AH flood zones for flood barrier protection purchases; approving the use of stormwater funds; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Flood Barrier Rebate Program

- 4. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Rummel, Klepper & Kahl, LLP, to provide professional hydrogeological engineering services for the West Wellfield Well No. 22 Rehabilitation Project in the amount of \$29,845.00; approving an additional \$10,000.00 city contingency for the Rehabilitation Project; providing for execution and an effective date. (Funds from Account #401-300-360-3602-000-53600-503099 - 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: Rummel, Klepper & Kahl, LLP

- 5. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITBC No. 26-014 for the construction of a pickleball court and walkway at the SE 19th Avenue Park to Tennis Holdings Acquisition, LLC d/b/a Fast-Dry Courts; authorizing execution of a contract with Tennis Holdings Acquisition, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$50,995.00; providing for an effective date. (Funds from Account 399-700-720-7200-000-57200-506530 - CIP Infrastructure)**

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: Fast-Dry Courts

6. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the Annual DX Divers Pier Cleanup Special Event at the Deerfield Beach International Fishing Pier on June 13, 2026, from 7:30 a.m. to 11:45 a.m.; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Dixie Divers

DEPARTMENTAL BUSINESS

7. **Update regarding public safety transition.**

Sponsor: Office of Public Safety

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

8. **Discussion regarding the City Commission welcome signs.**

Sponsor: Commissioner Preston

ADDENDUM

9. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the conflict resolution procedures of Chapter 164, Florida Statutes, to**

the extent required prior to initiating court action, regarding actions of the Broward Sheriff's Office ("BSO") related to the transition of police and fire rescue services to the City of Deerfield Beach Police and Fire Departments; retaining outside counsel to represent the City regarding the dispute with BSO and in the Chapter 164 process to the extent required, and to take all necessary actions to enforce the contractual transition provisions, including but not limited to filing litigation against BSO, and pursuing such other lawful remedies to protect the health, safety, and welfare of the residents of the City; providing for severability, implementation and an effective date. (*Funds from Account #100-100-140-1400-000-51400-503008 - Legal Services Outside*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: City Commission

Attachment: Chapter 164

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, June 16, 2026

Budget Workshop - Tuesday, June 30, 2026

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes

City Commission

Tuesday, May 5, 2026

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

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

Present:

Commissioner Tom Plaut
Commissioner Ben Preston
Commissioner Daniel Shanetzky
Vice Mayor Michael Hudak
Mayor Todd Drosky

Also Present:

Deputy City Manager Eric Power
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - March 31 & April 14, 2026

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

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky
Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Hillsboro Inlet District Meeting Minutes - February 19, 2026 (Shade & Regular)
Code Compliance Meeting Minutes - February 24 & March 24, 2026
Charter Review Board Meeting Minutes - March 19, 2026
Community Appearance Board Meeting Minutes - March 25, 2026

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

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky
Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

May 5, 2026

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

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak and Mayor Drosky

Nays: 0

PRESENTATIONS

1. Presentation and Update from MBA Development Partners of Florida regarding the proposed 1045 SW 11th Way Development.

Mario Caprini, 876 Alamanda Street, Boca Raton, and Juan Carlos Ayala, 6353 SW 87th Lane, Miami, highlighted a PowerPoint presentation. Thereafter, Mr. Caprini displayed the updated renderings of the proposed Deerfield Beach City Center. He explained that the site is a city-owned 3.75-acre P-3 mixed-use landmark development located at SW 10th Street and I-95. The project is proposed to be a live, work and play environment and will include integrated residential, office, restaurant and civic uses. Additionally, the development will feature walkable, transit-oriented design, internal plazas, pedestrian connectivity, and support for employment and housing balance. Thereafter, the site massing was displayed, depicting a 120-room hotel, 15,000-square-foot event center, 10,700 square foot of retail space, 132,500 square feet of office space, 150 workforce housing units, and a 696-space structured parking. The project is expected to support approximately 1,225 jobs during construction, including 679 on-site positions, as well as 77 ongoing jobs during operations. Mr. Caprini noted that the project will provide significant economic contributions during both construction and operations. Additionally, opportunities will be offered to local contractors, as well as local staffing for the restaurant, hotel, and other associated uses.

Mr. Ayala stated that the plat note amendment has been submitted at the County level, and meetings have occurred to advance the process. Concurrently, at the City level, the development plan application, plat note amendment, land use plan amendment, rezoning application, and site plan application have been submitted. Thereafter, the site plan was displayed. He explained that, as part of the site plan process, coordination is required for the FDOT improvements within the area.

Mr. Caprini explained that, because of the strategic positioning of the project within a Federal Government-designated New Market Tax Credit Zone, the development is eligible for significant incentives. During conversations with city staff, he explained that for every \$100 million invested, approximately \$20 million in incentives could be received that would not have to be repaid, resulting in a major reduction in project costs. He further stated that the incentive savings were being offered as a pass-through benefit to tenants; therefore, the City Manager inquired about the possibility of the City serving as a tenant within the project. Mr. Caprini explained that the office tower component is estimated to cost approximately \$111 million, of which the City would occupy 93%. As a result, the City would be eligible for approximately \$20.3 million in New Market Tax Credit incentives, which would offset a portion of the project costs. Additionally, approximately \$10.3 million would be allocated toward tenant improvements, with any additional tenant improvement costs funded by MBA Development. He explained that another component of the project includes the land purchase and a \$14 million community contribution, of which \$7.5 million would be allocated toward the roof park, improvements to Mayo Howard Park, street improvements, and other related enhancements outlined in the contract. Furthermore, city staff would have the right of first refusal for the workforce housing units, followed by city residents, and then the general public. The housing component will consist of 20% affordable housing at 60% Area Median Income (AMI) and 80% workforce housing at 100% AMI. Thereafter, depictions of the proposed development were displayed, which included community integration and office space.

Mr. Ayala continued displaying photographs of the proposed project, including the commission chambers and various public spaces, i.e. parks and community areas, as well as civic amenities including an event center, library, reading rooms, learning center, etc.

Mr. Caprini stated that Capital Group Ventures' proposed headquarters will be on the seventh floor.

PRESENTATIONS - CONTINUED

Thereafter, Mr. Caprini and Mr. Ayala introduced the residential & hotel partners, project team, and F&B partners.

Commissioner Preston spoke in support of relocating city hall.

In response to Commissioner Preston's question, Mr. Caprini replied that the proposed city hall will be accessible from the front entrance; however, the majority of users would access the facility from the second floor.

In response to Commissioner Preston's question, Brian Herbert, architect, 1311 Newport Center Drive, Deerfield Beach, replied that elements have been incorporated into the first floor to ensure accessibility for emergency rescue vehicles.

In response to Commissioner Preston's question, Mr. Caprini replied that various marketing tools will be utilized to reach local contractors and individuals seeking employment once the facility becomes operational.

In response to Commissioner Preston's question, Mr. Herbert replied that the library will be a two-story space and will overlook the park.

Commissioner Preston requested that marketing efforts be directed to Deerfield Beach High School to ensure students are aware of the library.

Commissioner Plaut spoke in support of the proposal, as it would be a cost savings to the City. Thereafter, he suggested that city staff negotiate a long-term lease.

In response to Commissioner Shanetzky's questions, Mr. Herbert replied that the seating capacity for the commission chambers would double in size. Further, he said there are over 900 parking spaces.

In response to Commissioner Shanetzky's questions, Mr. Caprini replied that the city office space would total approximately 120,000 square feet. Further, he said the building will provide a sound barrier and will be designed to maximize use of the site and visibility from I-95. Lastly, he said they intend to work with staff and the community on the Mayo Howard Park design.

In response to Commissioner Shanetzky's question, Mr. Ayala provided a brief overview of the construction timeline.

In response to Commissioner Preston's comment, Mr. Caprini stated that they have met with Broward County Schools and are exploring opportunities to reposition their assets to create synergy within the City.

Commissioner Preston asked that this development not contribute to the gentrification of surrounding neighborhoods.

Mr. Caprini stated that their non-profit organization will assist local residents.

Mayor Drosky said he is not a proponent of the SW 10th Street Project, but moving city hall would recenter the City, serving as a gateway to Deerfield Beach and centralize the City into District 2. Thereafter, he commented on the proposal prior to the referendum, which included a one business office building, no hotel, no roof top public park, no community center, no workforce housing, no library, etc. Further, he said this was an unexpected opportunity to partner with MBA, whereby, the opportunities and cost savings to the City could not be achieved in any other city location. Thereafter, he spoke in support of the proposal, but stated that the details will be a factor, as the Commission must ensure that residents are protected.

In response to Commissioner Shanetzky's questions, Mr. Caprini replied that the events center could be used for fundraisers, family affairs, and other similar functions. Further, he stated that as negotiations are progressing, they would conduct small activations onsite to provide the community with a preview of what a pop-up entertainment venue would look like.

PRESENTATIONS - CONTINUED

Vice Mayor Hudak expressed his excitement for the project, as it will change the entire city. Further, he said he would like to explore a rent to own option.

Commissioner Preston recommended that all options be brought before the Commission, so that a decision can be made based on all available facts.

Mayor Drosky agreed, whereby, at this time the motion should be to authorize the City Manager to enter into lease negotiations with the developer.

Motion was made by Vice Mayor Hudak, seconded by Commissioner Preston, to authorize the City Manager to enter into lease negotiations with the developer.

Prior to roll call, Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, expressed frustration with the proposal, as he does not believe the process was done correctly.

Wayne Adams, 1431 SW 5th Terrace, Deerfield Beach, asked whether a lighted crosswalk could be added to improve the connectivity to the neighborhood.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, asked for clarification on the motion, as he was under the impression this was a presentation.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, spoke in support of the proposal. Further, he requested that the African American Research Library be contacted to help bring that history to Deerfield Beach.

The below individuals spoke in support of the proposal:

Edward Forrest, 22 SE 8th Avenue, Deerfield Beach.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach.

Spencer Backman, 550 Jefferson Drive, Deerfield Beach.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, spoke in support of the proposal and reiterated the importance of hiring local contractors and subcontractors. Thereafter, she expressed concerns regarding the gas station on SW 10th Street and 11th Way, which she hopes will be addressed during the community meetings.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, expressed concerns with the proposal, as the scope has significantly changed. Further, he does not believe it will be a good deal for the City.

Alice Chapman, 218 Century Village, Deerfield Beach, expressed excitement for the library.

Mayor Drosky closed the public hearing.

In response to Commissioner Preston's question, Anthony Soroka, City Attorney, replied that the Commission has the authority to make motions and direct staff accordingly, regardless of the agenda title. Further, he stated that the minutes will reflect the events that transpired during the meeting. Additionally, he noted that if the motion passes, the lease negotiation item would come back before the Commission for consideration and approval.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to authorize the City Manager to enter into lease negotiations with the developer. Roll Call:

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky

Nays: 0

PUBLIC COMMENT

Captain Hofstein, 300 NE Eller Street, Deerfield Beach, stated that the Broward Sheriff's Office (BSO) law enforcement will continue to provide exceptional service. Further, he noted that there has been no reduction in core public safety services, nor is there any retaliatory action being taken. He stated that BSO has not disbanded any specialized units within the district; however, under the current circumstances, staff has valid concerns regarding the transition and how it may affect their future, and therefore, if opportunities arise elsewhere within the agency, they must pursue them.

Chief Masters, 1441 SW 11th Court, Deerfield Beach, reiterated Captain Hofstein's comments. Further, he stated that he will continue to support his staff, community and this commission.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, presented a letter to the Commission on behalf of the seniors expressing appreciation for the work being done at the Braithwaite Center for Active Aging.

Susan Steinhauser, 5842 Eagle Cay Circle, Coconut Creek, requested that this commission schedule a vote regarding the Broward County Solid Waste Master Plan.

Edward Forrest, 22 SE 8th Avenue, Deerfield Beach, commented on the public safety transition.

Sofia Manolesco, 536 NE 20th Avenue, Deerfield Beach, requested that Article XI remain as is.

Howard Haimowitz, 536 NE 20th Avenue, Deerfield Beach, also requested that Article XI remain as is.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, thanked the City for rectifying the lighting issues that had been ongoing. Furthermore, he expressed concerns regarding the streetlight outages in the Cove. Lastly, he raised concerns about members serving on the Charter Review Board and expressed frustrations with the railroad crossings.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, requested that the Commission provide e-mails of those in support of the transition. Further, he referenced reporting from the SunSentinel, stating that holding elections in March is idiotic and a waste of time and money. Thereafter, he expressed anticipation for the Commission explaining why it is not advisable to move the elections from March to November.

Wayne Adams, 1431 SW 5th Terrace, Deerfield Beach, thanked the City for the installation of the AstroTurf but asked whether the bleachers would be covered. Further, he inquired whether the City could consider adding a track field.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, requested an update on the Tivoli Sand and Park Preserve. Thereafter, he expressed concerns regarding the Charter Review Board, stating that he believes the decisions are not being thoroughly considered.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, thanked former commissioner Battle for her remarks regarding the Braithwaite Center for Active Aging. Further, she asked that everyone read the Six-Pillar Report from Broward County.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, asked whether the proposal will be a Live Local Act project. Further, he agreed with the comments regarding the Charter Review Board, stating that public comment should be made prior to decisions being made; nonetheless, he spoke in support of amending Article XI and recommended a height restriction of 85 feet. Lastly, he suggested that the beachfront parking be amended and asked whether the Town of Hillsboro provides the City with traffic impact fees.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, expressed concerns regarding the Charter Review Board, stating that it seemed as though everyone had already made up their minds. Additionally, she noted that inappropriate comments were being made by members of the public.

Mark Andrew, 3800 Crystal Lake Drive, Deerfield Beach, thanked Captain Hofstein and his staff for their efforts. Thereafter, he expressed disappointment with the transition decision and asked where the City stands regarding the hiring of public safety personnel.

PUBLIC COMMENT - CONTINUED

Tinka Ellington, 1517 SE 6th Street, Deerfield Beach, stated that yesterday was one of many meetings and that these matters have been discussed at length. Further, she noted that she has independently hosted neighborhood meetings, and that the City conducted a two-day workshop with the Urban Land Institute (ULI), which was open to the public. Ms. Ellington stated that everyone on the Board has worked extremely hard gathering data and information, asked staff questions, and researched other cities' charters and codes. Lastly, she stated that the Board has been extremely open to public comments and suggestions, and that such input has been welcomed throughout the process.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

2. **Resolution 2026/057 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Stephanie Newell Parsons vs. City of Deerfield Beach, et al*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #106-100-131-1902-000-51900-503770 - General Liability - Legal)**
3. **Resolution 2026/058 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the U.S. Department of Transportation for Safe Streets and Roads for All Grant Program funding in the amount of \$9,000,000.00 for the implementation of targeted roadway safety measures at high risk corridors within the City; authorizing the City expenditure of 20% matching funds and execution of a grant agreement, if the grant is awarded to the City; providing for an effective date. (Funds from Account #399-000-360-0000-000-38100-381400 - Unassigned)**
4. **Resolution 2026/059 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Millenium Products, Inc. for the purchase of security equipment, including security cameras, license plate readers, and associated equipment and infrastructure to be located within the Oveta McKeithen Recreational Complex in an amount not to exceed \$170,775.03; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; approving the use of the Target Area Trust Funds in the amount of \$170,775.03 for the purchase and installation of the security equipment; providing for implementation and an effective date. (Funds from Account #620-200-210-2101-000-52100-503999 - Target Area Trust Fund)**
5. **Resolution 2026/060 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by the DopeGirlsOnly Foundation for a Pilates in Pink event at the Highlands Community Center on June 6, 2026 from 9:00 a.m. to 11:00 a.m.; providing for an effective date.**
6. **Resolution 2026/061 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by North Broward Arts, Inc. for an Art Show at the Deerfield Beach Arboretum within Constitution Park to be held on November 14, 2026, from 10:00 a.m. to 6:00 p.m. and November 15, 2026, from 10:00 a.m. to 5:00 p.m.; providing for an effective date.**
7. **Resolution 2026/062 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Artists Dream Performing Arts Center, Inc. for a benefit dinner show at the Johnny L. Tigner Community Center to be held on September 26, 2026, from 6:00 p.m. to 9:00 p.m.; approving a waiver of fees; providing for an effective date.**

Mayor Drosky opened the public hearing on Items 2 - 7; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONSENT

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Plaut, to approve Items 2 - 7 in concert. Roll Call:

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky
Nays: 0

DEPARTMENTAL BUSINESS

- 8. Resolution 2026/063 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a loan agreement with New World Aquarium, Inc., an affiliated entity of the Museum of Discovery and Science, Inc., ("New World") for the City to provide a short term loan in the amount of \$1,000,000.00 to New World for the Museum of Discovery and Science City of Deerfield Beach Nature Center exhibits, secured by a gift agreement with JM Family Enterprises, Inc.; providing for execution, conflicts, severability, and an effective date. (Funds from multiple accounts)**

The Resolution was read by title only.

In response to Commissioner Shanetzky's comment, Anthony Soroka, City Attorney, provided a brief overview of the item.

Kathy Nonnenmacher, 940 Bear Island Circle, West Palm Beach, explained that JM Family Enterprises provided a \$2 million donation, with \$1 million allocated toward a project scheduled to open within the next few weeks and the remaining \$1 million is designated for the development of exhibits at the Deerfield Beach Nature Center.

Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in opposition to the proposed loan agreement.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, spoke in support of the loan agreement, as this project will provide significant value to the City.

Mayor Drosky closed the public hearing.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 8, adopted Resolution 2026/063. Roll Call:

Yeas: 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky
Nays: 0

9. Update regarding public safety.

Sean Gladieux, Director of Public Safety, highlighted a brief PowerPoint presentation. Thereafter, he announced the Transitional Fire and Police Chiefs and provided an overview of their backgrounds and credentials. He stated that the City will host a meet and greet with the Chiefs and City Directors on June 2, 2026, from 6:00 p.m. to 7:00 p.m. in the main lobby of City Hall. For those unable to attend on June 2nd, the Chiefs will also be present at the Public Safety Community Engagement Meeting on May 26, 2026, at the Hillsboro Technology Center from 1:00 p.m. to 2:30 p.m. and again from 7:00 p.m. to 8:30 p.m.

In response to Commissioner Preston's question, Mr. Gladieux replied that both Chiefs will attend the June 2nd commission meeting.

In response to Commissioner Shanetzky's questions, Mr. Gladieux replied that John Bukata serves as the Transition Manager and Richard Sievers serves as a consultant for fire and emergency management. Further, pursuant to the Charter, the City cannot have two permanent chiefs at this time, which is why they

DEPARTMENTAL BUSINESS - CONTINUED

were hired as Transitional Chiefs; however, effective October 1, 2027, they will become permanent Chiefs. Lastly, Mr. Gladioux stated that, following a meeting between city staff and the BSO, discussions indicated that the transition period would proceed in a smooth and orderly manner.

In response to Commissioner Shanetzky's question, Anthony Soroka, City Attorney, replied that the contract provides for a transition period of up to 24 months. Further, he stated that he did not want to speak on behalf of the BSO regarding its future plans.

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Potential Litigation - Anthony Soroka, City Attorney, stated that it recently became apparent that the matter involving the BSO could potentially result in litigation. He explained that his goal as City Attorney is to ensure the City is protected and properly prepared. In August 2025, he individually informed each elected official that the law firm of Weiss Serota Helfman Cole + Bierman (Weiss Serota), where he is a partner, has attorneys who have provided police legal liability and labor services to the BSO in matters unrelated to the City. He further explained that when Weiss Serota began representing the BSO several years ago, the firm obtained a general conflict waiver from the BSO related to municipal public safety contracts, including litigation arising from those contracts. Mr. Soroka emphasized that neither he nor Weiss Serota has represented or will represent the BSO in matters involving the City's negotiations or transition process; however, if the matter were to proceed to litigation between the City and the BSO, the firm believes it would be appropriate for Weiss Serota not to represent either party in the litigation, and instead for outside conflict counsel to be retained. Although it is unlikely the transition process itself would create a legal conflict, out of an abundance of caution, obtaining a conflict waiver for any potential future conflict related to the transition so the firm could continue representing the City during the transition process was agreed upon by each commissioner individually. Lastly, Mr. Soroka stated that the City Manager is prepared to execute the conflict waiver; however, before doing so, he wanted to confirm on the record whether any elected official objected to proceeding with that course of action so that an alternative approach could be considered if necessary.

There were no objections from the Commission.

CITY MANAGER

Railroad Crossings - Eric Power, Deputy City Manager, stated that improvements to all five of the City's railroad crossings are expected to begin within the next month. Further, he noted that lane closures associated with the project will be announced at a later date.

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

May Awakening - Commissioner Preston said the event will take place on Wednesday, May 6, 2026 at 10:00 a.m. at the Tigner Center.

COMMISSIONER SHANETZKY**DISTRICT 3**

Accolades - Commissioner Shanetzky thanked city staff for their efforts in restoring the 12 streetlights along Military Trail between SW 10th Street and Hillsboro Boulevard. Further, he thanked city staff for cleaning up the debris near the Century Village entrance and for repairing the sidewalk near the Crystal Lake community.

Century Village - Commissioner Shanetzky commented on the Public Safety Charette held at the main clubhouse, which was well attended. Further, he commented on transportation services to Nina's and an additional food bank.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Resident Concerns - Commissioner Shanetzky stated that he has received phone calls from residents expressing concern about construction workers being picked up on A1A and NW 19th Terrace.

Percy White Library - Commissioner Shanetzky expressed concerns regarding the homeless population in the area and stated that city staff is actively working on a potential solution.

250th Anniversary/Fourth of July Celebration - Commissioner Shanetzky asked whether the City has any planned events or programming for the upcoming July 4th celebration.

N.E. Focal Point CASA Board - Commissioner Shanetzky commended the Board for a job well done.

COMMISSIONER PLAUT

DISTRICT 4

Ocean Brews and Blues - Commissioner Plaut thanked city staff for their efforts in organizing the event.

Public Safety Charettes - Commissioner Plaut briefly commented on the meetings held at Constitution Park and the West Community Center, which were highly advertised, but not well attended.

Broward Health North - Commissioner Plaut stated that the grand opening is scheduled for Friday, May 8th.

VICE MAYOR HUDAK

DISTRICT 1

Charter Review Board - Vice Mayor Hudak thanked the members for volunteering their time and acknowledged their efforts and commitment.

Hurricane Season - Vice Mayor Hudak urged residents to prepare accordingly for the upcoming season.

All that Jazz Season Finale - Vice Mayor Hudak stated that the event will take place on Friday, May 8, 2026 at 8:00 p.m.

Events/Meetings - Vice Mayor Hudak listed the upcoming Public Safety Charettes. Further, he said National Day of Prayer will be held at the Villages of Hillsboro Park on May 7, 2026, from 6:00 p.m. to 7:00 p.m.

MAYOR DROSKY

Ocean Brews and Blues - Mayor Drosky stated that, due to sea turtle nesting season, the event ends at 8:00 p.m.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to adjourn the meeting at 9:55 p.m. Voice Vote:

- Yeas:** 5 - Commissioner Plaut, Commissioner Preston, Commissioner Shanetzky, Vice Mayor Hudak, and Mayor Drosky
- Nays:** 0

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

Heather Montemayor, CMC, City Clerk

Education Advisory Board (EAB)

Meeting Minutes

Wednesday, March 4, 2026

5:30 pm

Hillsboro Community Center

Call to Order and Roll Call

Chair Lubin called the meeting to order at 5:39 pm.

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

Also Present: Jonathan Salas, City of Deerfield Beach
Vennillia Wyatt, City of Deerfield Beach

Approval of Minutes

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

Presentation

Karlisha Johnson, MSOL, Director of Career Development for George Snow Scholarship Fund

Ms. Johnson advised the board:

- The George Snow Scholarship has been around since 1982 and has been providing scholarships to High School Seniors in Palm Beach County.
- Recently, they extended the scholarship program to Broward County and provided 100 scholarships to graduating seniors.
- They provide clothing, mental health, emergency housing services, and career services.
- The scholarship application period opens on November 1 and closes on February 1.

Board Discussion

A. Trades Scholarship

Mr. Salas advised the board that if they are open to collaborating with the George Snow Scholarship Fund, he can begin having in-depth conversations with the foundation.

Chair Lubin stated he would like to look into the George Snow Scholarship Fund a little further. He would like to table the discussion for the City's Career and Vocational Scholarship until all board members are present.

B. Juneteenth Poster Contest Scoring

Mr. Salas advised the board to review the scoring sheets and criteria. The board reviewed all artwork and submitted its scoring criteria for tabulation.

C. High School Academic Scholarship Scoring

Mr. Salas advised the board that we had a total of 5 applicants, and he would like for Ms. Sklare and Ms. Fulmore – Tigner to submit their scoring sheets at the next board meeting so we can ensure all board members have a chance to review the applicants.

The board agreed to wait until the April 8, 2026, meeting to allow time for the absent members to submit their scoring sheets.

D. Teacher Incentive Program

Mr. Salas advised the board that he met with local school Principals at the Principals Quarterly Roundtable Meeting. He invited Principal Thomas Darby from Park Ridge Elementary. Mr. Salas informed the board that teachers are open to the following.

- Dining offers
- Luncheons
- Happy Hour discounts

Chair Lubin opened the floor to Principal Darby, Park Ridge Elementary. Principal Darby informed the board of the following.

- Funding is provided for his scholars
- Create incentives for teachers
- Create a Zen Room for teachers
- Purchase massage chairs for teachers

Staff Updates

Mr. Salas advised the board that the April 21, 2026, City Commission Meeting will include the following items on the agenda. He encouraged the board to be in attendance.

- Teacher and Non-Instructional Employee of the Year
- Poster Contest
- High School Academic Scholarship Award

Board Updates

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

Park Ridge Elementary - No updates.

Quiet Waters Elementary - Ms. Plaut didn't have any updates.

Deerfield Beach Elementary - Chair Lubin attended their SAC meeting, and they are in testing season, and it is going well. Tutoring in the morning before school, during lunch, and after school.

Deerfield Beach Middle - Chair Lubin advised that they have Extended Learning Opportunities for Math and Saturday school for Algebra, Geometry, and Science.

Deerfield Beach High School - No updates.

Tedder Elementary – No updates.

Comments from the Public

No comments from the public.

Adjournment

MOTION was made by Barbara Gerson and seconded by Dotty Plaut to adjourn the meeting at 7:08 pm. The motion was CARRIED unanimously.

Minutes approved _____



Date

05/06/2026



**City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Thursday, April 9, 2026
Johnny L. Tigner Center | 445 SW 2nd Street**

CALL TO ORDER/ROLL CALL

Chair McMillon called the meeting to order on the above date at 6:33 p.m.

Present: Chair McMillon
Vice Chair Mitchell
Ms. Ffolkes
Mr. Hill (tardy)
Ms. Ferreiro (alternate)

Absent: Ms. Rolle (alternate)

Also Present: Greg Warner, Director of Parks and Recreation
Vernon Neeley, Community Engagement & Special Events Coordinator
Jessica King, Manager I of Special Events
Milton Collins, City Attorney's Office

Approval of March 12, 2026, Minutes

MOTION was made by Vice Chair Mitchell, seconded by Ms. Ffolkes, to approve the minutes as submitted. The motion PASSED unanimously.

COMMENTS FROM THE PUBLIC

Commissioner Shanetzky, introduced himself and commended the Board for their efforts.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, congratulated Chair McMillon on her induction into the Women's Hall of Fame. Thereafter, he commented on the agenda.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, commented on the budget for the Black Heritage Banquet and suggested using more local vendors for city events.

OLD BUSINESS

Vernon Neeley, Community Engagement & Special Events Coordinator, provided a brief overview of the events held in March.

NEW BUSINESS

Vernon Neeley, Community Engagement & Special Events Coordinator, provided an overview of the upcoming events.

BLACK HERITAGE BANQUET BUDGET DOC DISCUSSION

Mr. Neeley provided the Board with a copy of the budget, which was discussed at lengths.

Board members expressed their concerns with how their recommendations are incorporated into the process.

Greg Warner, Director of Parks and Recreation, explained that Mr. Neeley has done a good job with organizing the information and determining what is essential for discussion.

Mr. Neeley explained the vendor proposal process and the information presented at meetings.

Thereafter, discussion ensued regarding the vendor selection process, applying to be a vendor, the timeliness of the meetings, and the importance of getting information to staff, so it can be discussed at the meetings.

MOTION was made by Vice Chair Mitchell, seconded by Ms. Ferreiro, for staff to meet with Chair McMillon prior to the next board meeting to discuss expectations and goals for the role of the Board. Motion PASSED unanimously.

JUNETEENTH DISCUSSION

The Board discussed vendor applications and the submittal process, swag giveaways, and the t-shirt design that will be worn at the Juneteenth event.

Thereafter, discussion ensued regarding the scholarship fund. The criteria needed to apply for the scholarship, as discussed, is as follows: the student must be a city of Deerfield Beach resident, have a 3.0 unweighted core GPA, 40 service hours in the current year or 120 hours cumulative, a personal essay up to 300 words on what Juneteenth means to you, and a letter of acceptance to a college, university, trade school, or the military prior to receiving funding.

MOTION was made by Mr. Hill, seconded by Ms. Ffolkes, to approve the criteria for the 2026 African American Heritage Board Book Scholarship in the amount of \$500. Motion PASSED unanimously.

Thereafter, Mr. Neeley advised the Board that staff is coordinating with the African American Heritage Library to participate in the upcoming Juneteenth Celebration.

MOTION was made by Ms. Ffolkes, seconded by Vice Chair Mitchell, to approve a \$500 donation to the African American Heritage Library for its exhibit at the Juneteenth Celebration. Motion PASSED unanimously.

Thereafter, discussion ensued regarding potential programming for the second, smaller stage, including ideas for a maypole lesson and activity, as well as musical and dance performances.

BOARD MEMBER REPORTS

Mr. Hill commented on the importance of integrity and encouraged all members to continue upholding those values in their service on the Board.

COMMENTS FROM THE ATTORNEY


None.

NEXT MEETING

Chair McMillon stated that the next meeting will be held on Thursday, May 14, 2026, at 6:30 p.m. at the Johnny L. Tigner Center.

ADJOURNMENT

MOTION was made by Mr. Hill, seconded by Vice Chair Mitchell, to adjourn the meeting at 8:39 p.m. The motion PASSED unanimously.

Minutes Approved  Date 5-14-2024

**CHARTER REVIEW BOARD
CITY OF DEERFIELD BEACH, FLORIDA
April 16, 2026
MEETING MINUTES**

A regular meeting of the Charter Review Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 6:32 p.m. in the City Commission Chambers by Chair Noland.

ROLL CALL

Present: Ms. Battle, Alternate
Ms. Diaz, Alternate
Ms. Heck
Ms. Pascar
Vice Chair Ellington
Chair Noland

Also Present: Eric Power, Deputy City Manager
Anthony Soroka, City Attorney
Heather Montemayor, City Clerk

Absent: Mr. Cahn, Alternate
Ms. Chisholm
Ms. Hathaway, Alternate
Mr. Medina, Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE MINUTES

March 19, 2026

Vice Chair Ellington made a motion, seconded by Ms. Diaz to approve the March 19, 2026 minutes as submitted. The motion carried unanimously.

APPROVAL OF THE AGENDA

April 16, 2026

Ms. Pascar made a motion, seconded by Vice Chair Ellington to approve the April 16, 2026 agenda as submitted. The motion carried unanimously.

GENERAL ITEMS**A. Old Business****Discussion regarding Section 7.09. Other Referendum Election.**

In response to board member questions, Eric Power, Deputy City Manager, replied that the vast majority of city-owned properties are small parcels or rights-of-way valued at less than \$750,000. Thereafter, he provided a brief overview of the property disposition process.

Vice Chair Ellington stated that currently, there are two city-owned parcels over \$750,000.

In response to Vice Chair Ellington's question, Mr. Power replied that the property located on 45th Street is the former Tam O'Shanter property that was given to the City.

Vice Chair Ellington recommended removing Section 7.09 from the Charter, but asked that a requirement for two appraisals be retained.

Anthony Soroka, City Attorney, reminded the Board that the City has an existing ordinance codified in the City Code, governing the sale, lease, or transfer of city property with a market value of \$750,000 or less, which includes appraisal requirements.

Chair Noland agreed with the recommendation, whereby, referendums can be time-consuming, thereby, making the sale of property more difficult to accomplish.

Vice Chair Ellington made a motion, seconded by Ms. Pascas to remove Section 7.09 from the Charter. Roll Call: YEAS: Ms. Diaz, Ms. Heck, Ms. Pascas, Vice Chair Ellington, and Chair Noland. NAYS: None.

Continuation of Section 11.02. Protection of main beach parking areas.

After a brief discussion, it was the consensus of the Board to table Section 11.02. Protection of main beach parking areas until after B. New Business.

B. New Business**Review Articles XII. Eminent Domain and XIII. Extraordinary Vote for Certain Land Use Changes.**

Anthony Soroka, City Attorney, provided a brief overview of eminent domain.

After a brief discussion, it was the consensus of the Board to not make any changes to Articles XII or XIII.

Vice Chair Ellington made a motion, seconded by Ms. Heck to table Article X. Transition Schedule. The motion carried unanimously.

Continuation of Section 11.02. Protection of main beach parking areas. - Continued

In response to Vice Chair Ellington's question, Eric Power, Deputy City Manager, replied that the addition of another bay to the fire station would result in the loss of parking spaces.

Chair Noland stated that Ocean Rescue shares space with the firefighters; therefore, the City would need to ensure adequate space is provided for ocean rescue staff, if a new fire station is constructed.

Anthony Soroka, City Attorney, explained that Section 11.02(a)(4) does not explicitly reference lifeguards or ocean rescue; however, it provides that the City may place public safety facilities on the property, under which he would consider lifeguards to qualify. Further, he does not see any provision prohibiting the removal of a limited number of parking spaces, provided the use remains consistent with the Charter language.

Vice Chair Ellington stated that Section 11.02 restricts the development of a master plan. Furthermore, parking and traffic are existing issues, and the limitations within this section may hinder the City's ability to address them, including reconfiguring parking or traffic patterns. Thereafter, she spoke in support of removing Section 11.02 from the Charter.

Ms. Diaz agreed with Vice Chair Ellington; however, she stated that the City must preserve the integrity of the village feel.

Ms. Pascas expressed concerns regarding the reconfiguration of traffic patterns, as there are limited options available.

Chair Noland referenced prior discussions about modifying the traffic pattern along A1A to help create a village feel.

In response to board member comments, Mr. Power briefly outlined the parking study conducted on the barrier island, as well as the S-Curve study.

Thereafter, discussion ensued regarding Section 11.02.

Ms. Battle spoke in opposition to removing Section 11.02 from the Charter.

Chair Noland stated that this board does not want to emulate other cities; however, certain restrictions must be alleviated. Further, she expressed the importance of ensuring that the future of this community is considered.

Vice Chair Ellington recommended that the City hire experts and consultants to develop ideas aligned with the City's vision. Once established, those ideas could be addressed with the community through public workshops.

Ms. Diaz made a motion, seconded by Vice Chair Ellington to recommend removing Section 11.02 from the City Charter. Roll Call: YEAS: Ms. Diaz, Ms. Heck, Ms. Pascas, Vice Chair Ellington, and Chair Noland. NAYS: None.

Discussion regarding additional CRB meeting in May

After a brief discussion, it was the consensus of the Board to schedule a special meeting on Monday, May 4, 2026.

Anthony Soroka, City Attorney, provided an overview of proposed Charter amendments intended to update outdated provisions and align the Charter with current state law and administrative practices. He stated that several sections contain outdated terminology, including references to manual records and clerical processes, which would be updated to reflect modern electronic records management. Additionally, proposed revisions include the removal of the lengthy and outdated legal description of the City's boundaries, to be replaced with an updated map previously reviewed and approved by the Board for improved clarity and public understanding. He stated that other proposed amendments include updating candidate qualifications for municipal office by extending the residency requirement to two years prior to eligibility to run for office, and changing municipal elections from March to November. Further, proposed amendments include the removal of Section 7.09, relating to the \$750,000 threshold previously discussed, as well as the removal of Section 11.01 and Section 11.02, consistent with prior Board discussion. Lastly, Mr. Soroka also stated the he would explore the inclusion of additional clarifying language, as appropriate, for consideration in the final ballot language.

In response to Chair Noland's question, Mr. Soroka replied that when the Commission established the Charter Review Board, the ordinance provided that every ten years an item will be placed on the agenda for the Commission to consider whether to convene another Charter Review Board.

After a brief discussion, it was the consensus of the Board to recommend that the Charter be reviewed every seven years.

PUBLIC INPUT

Richard Maggiore, 1250 SE 14th Court, Deerfield Beach, stated that he previously recommended the City construct a five-story parking garage in the Cove area, along with a pedestrian bridge providing access to Hillsboro Bridge; however, the property was purchased for a hotel that has not yet been developed, and suggested that constructing a parking garage there could help alleviate ongoing parking challenges.

Larry Koch, 1105 Little Harbor Drive, Deerfield Beach, commented on the barrier island. Thereafter, he expressed the importance of establishing a clear long-term vision and strategic guardrails to guide the island's future.

Elinda Kiss, 1627 Riverview Road, Deerfield Beach, commented on turtle nesting. Thereafter, she asked for clarification on parking structures associated with two-story buildings, as well as the various regulations required to construct a new fire station. Lastly, she asked that Section 11.01 not be removed from the Charter.

Marcia Fernandes, 500 SE 21st Avenue, Deerfield Beach, asked that recommendations not be made until a master plan is established.

Marcia Wehr, 500 S. Ocean Way, Deerfield Beach, asked that a master plan be established prior to making any permanent changes to Article XI. Thereafter, she encouraged the City and Board to work with the community and recommended that Article XI remain in the Charter.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, stated that many of the issues on the barrier island are not related to building height or traffic, but rather stem from greed among individuals. Further, when Section 11.01 is voted down, where does that leave the City. Further, when developments are constructed, adequate parking must be provided, as this would help address ongoing parking issues.

Vice Chair Ellington commented on conversations she had with the Urban Land Institute (ULI). Further, she stated that, due to the current language in the Charter, it would be a waste of money for the City to hire a consultant to develop a master plan at this time.

Ms. Fernandes expressed concern with approving the amendment without providing the community with the vision.

Joe Chancy, 4250 NE 4th Avenue, Deerfield Beach, stated that he attended a meeting hosted by the Original Save Our Beach to better understand their perspective, but was ultimately asked to leave. Further, he was not part of the vote when Article XI was added, but expressed a desire to modernize it and ensure that he and others in his generation have a voice in the matter.

Ms. Pascas stated that the ULI report indicates there will be a cost to the City if nothing is done, and therefore action is necessary.

Ms. Freitag commented on the off-season during the summertime, as well as the Wyndham's small hotel feel, which should remain.

Ms. Pascas stated that Claude Dubois advised the Board that because he cannot expand, he cannot make money, which is problematic.

Vice Chair Ellington stated that the Wyndham had to lay off 80 employees. Furthermore, property owners are seeking not only to build upward, but also to utilize available space for additional amenities.

Mr. Koch stated that the City should consider exploring the use of public transportation.

ADJOURNMENT

Vice Chair Ellington made a motion, seconded by Ms. Pascas to adjourn the meeting at 8:29 p.m. The motion CARRIED by unanimous vote.

PEGGY NOLAND, CHAIR

**CHARTER REVIEW BOARD
CITY OF DEERFIELD BEACH, FLORIDA
May 4, 2026
SPECIAL MEETING MINUTES**

A regular meeting of the Charter Review Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 6:30 p.m. in the City Commission Chambers by Chair Noland.

ROLL CALL

Present: Ms. Battle, Alternate
Mr. Cahn, Alternate
Ms. Chisholm
Ms. Diaz, Alternate
Ms. Hathaway, Alternate
Mr. Medina, Alternate
Vice Chair Ellington
Chair Noland

Also Present: Eric Power, Deputy City Manager
Anthony Soroka, City Attorney
Heather Montemayor, City Clerk

Absent: Ms. Heck
Ms. Pasciar

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA

May 4, 2026

Mr. Medina made a motion, seconded by Ms. Chisholm to approve the May 4, 2026 agenda as submitted. The motion carried unanimously.

A. New Business

Review of proposed charter amendments.

Vice Chair Ellington arrived at 6:32 p.m.

Anthony Soroka, City Attorney, outlined the proposed charter amendments.

Thereafter, discussion ensued regarding the proposed recommendation for Section 3.04. Election and terms.

In response to board member questions, Mr. Soroka replied that if the question appears on a future November ballot, the same challenge would arise. Further, although rare and unique, he explained that there is a potential to place the question on a March ballot or at another time closer to November, which could allow for shorter terms; nonetheless, if the question is placed on a November ballot, this was essentially the only way to maintain staggered terms while aligning them with the statewide general election.

In response to the Board's request, Mr. Soroka stated that he would consult with each elected official to determine whether they would be willing and able to serve an additional 20 months. Further, he reminded the Board that a final recommendation would be required at the next meeting, as finalizing the ballot questions is imperative; therefore, he requested further direction from the Board.

Mr. Medina asked whether a provision could be included stating that the change would take effect during the next election cycle.

Mr. Soroka replied that the change could be delayed; however, at some point Commissioners' terms would either need to be extended or an item would need to be brought forward after approval of the referendum to clarify that the next Commissioners elected would serve shortened terms.

Mr. Cahn stated that if the recommendation is to switch from March to November, it should not be delayed.

Chair Noland and Vice Chair Ellington disagreed.

Chair Noland stated that if the election is moved to November at this time, some Elected Officials would receive an additional 20 months in office, which is not what the public agreed to when voting them into office for a four-year term.

In response to Vice Chair Ellington's questions, Mr. Soroka replied that the next election is in November 2026, followed by November 2028 thereafter. Further, he stated that he would need to research whether this could be applied to the March 2027 election, whereby, it would essentially result in advising candidates in advance that, instead of a four-year term, the term would be their years and eight months.

Mr. Cahn stated that he has spoken to many individuals who support moving the election from March to November. Thereafter, he reiterated his request to proceed with switching the election from March to November at this time.

Chair Noland stated that she has also spoken with many individuals who are not in favor of extending the terms, and who instead prefer shorter terms and a transition to the November election cycle.

Vice Chair Ellington agreed with the shorter timeframe, noting that elected officials and the public will be made aware from the outset.

After a brief discussion regarding the proposed recommendation for Section 3.04. Election and terms, Mr. Soroka clarified that the Board is recommending implementation in a manner that makes it clear that, over the next two city elections, those elected would serve shorter terms, with the goal of maintaining staggered terms and ultimately aligning elections with even-numbered years to coincide with the statewide November election cycle. Further, he stated that the City Commission makes the ultimate decision on what charter amendments are placed on the ballot.

Mr. Cahn made a motion to move the election from March to November at this time.

The motion failed due to lack of a second.

It was the consensus of the Board to have Mr. Soroka amend the recommendation in a manner that makes it clear that, over the next two city elections, those elected would serve shorter terms, with the goal of maintaining staggered terms and ultimately aligning elections with even-numbered years to coincide with the statewide November election cycle.

In response to Vice Chair Ellington's question, Mr. Soroka replied that there are currently seven ballot questions.

Mr. Soroka continued outlining the proposed charter amendments.

Vice Chair Ellington stated that, after several conversations with the community and other stakeholders, it has been the consensus that there should be a height restriction on the barrier island; therefore, she recommended a 65-foot height limitation. Additionally, she stated that a master plan must be implemented within a specified timeframe to allow public buy-in.

In response to Mr. Soroka's question, Vice Chair Ellington clarified that all provisions in Article XI would be eliminated and replaced with a 65-foot height restriction applicable to both commercial and multi-family development.

Ms. Chisholm commended Vice Chair Ellington on gauging the community. Further, she stated that when this matter first began, she was unaware of the barrier island; however, after educating herself and speaking with several individuals, she supported public buy-in, noting that many do not want their voices to be taken away. Thereafter, she spoke in support of Vice Chair Ellington's recommendation.

Chair Noland agreed with the 65-foot height restriction.

In response to Mr. Cahn's question, Mr. Soroka replied that, under the City's code definition of height, the FEMA elevation would not be added on top of the 65-foot limit.

In response to Mr. Medina's question, Vice Chair Ellington provided a brief overview of how she developed the recommendation for a 65-foot height restriction.

Mr. Cahn spoke in opposition to eliminating all other provisions from the Charter. Further, he recommended modifying Article XI based on expert recommendations.

Vice Chair Ellington reminded the Board that the Urban Land Institute recommended that Article XI be eliminated.

Thereafter, discussion ensued regarding Article XI.

Ms. Hathaway made a motion, seconded by Vice Chair Ellington, to recommend removing all provisions in Article XI and replacing it with a 65-foot height restriction applicable to both commercial and multi-family development. YEAS: Ms. Chisholm, Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: Mr. Cahn.

Chair Noland asked that the City Manager residency requirement be revisited, as she believes that the City Manager should be required to be a Deerfield Beach resident, or at least reside within five miles of the City.

Ms. Chisholm agreed.

Mr. Cahn stated that the residency requirement would significantly restrict the hiring pool; however, he expressed support for a 10- to 20-mile residency requirement.

Vice Chair Ellington stated that she understood the concept of the residency requirement; however, she disagreed with turning candidates down or enforcing it on those who live close by and have an established home.

In response to Chair Noland's comment, Mr. Cahn stated that if the City were to purchase a home in the Cove, the City Manager would not be paying taxes or insurance; therefore, he questioned what "skin in the game" they would have.

Thereafter, discussion ensued regarding the City Manager residency requirement.

Mr. Cahn recommended providing an incentive to individuals who choose to relocate to Deerfield Beach.

Mr. Soroka reminded the Board that it was previously discussed that the City Manager would not be required to reside in the City at the time of appointment but would be required to establish residency within the City within six months of appointment and thereafter maintain residency.

In response to Mr. Soroka's question, it was the consensus of the Board that this requirement would apply to future city manager candidates and not the current city manager.

Mr. Medina agreed with the desire for the City Manager to reside within the City; however, he disagreed with placing limitations on the applicant pool and expressed support for providing an incentive to those who choose to relocate to Deerfield Beach.

Ms. Chisholm disagreed with the incentive, as she does not believe a financial incentive would attract the best candidate.

Ms. Battle stated that salary should not even be included in the Charter, and that only the residency requirement should be addressed. Furthermore, she agreed with a five-mile radius, but stated that such a provision should not be included in the Charter.

Mr. Soroka outlined the current Charter provision regarding the City Manager residency requirement.

Thereafter, discussion ensued regarding the City Manager residency requirement.

Motion was made by Mr. Cahn, and after passing the gavel, the motion was seconded by Chair Noland to recommend that the City Manager need not be a resident of the City or State at the time of appointment, but may reside outside of the City with the approval of the Commission, provided that they cannot live 10 miles outside of the city limits. YEAS: Mr. Cahn, Ms. Chisholm, Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: None.

After a brief discussion it was the consensus of the Board to incorporate their previous recommendation as well, "but shall reside within the City of Deerfield Beach six months after the approval of the Commission."

It was the consensus of the Board not to make any changes to their other proposed recommendations.

PUBLIC INPUT

Michael Finkelson, 3145 SW Natura Avenue, Deerfield Beach, expressed concerns regarding light outages in the City.

Janet Castrogiovanni, 1523 E. Hillsboro Blvd., Deerfield Beach, stated that once the Charter is amended, it could compromise the entire barrier island; therefore, she asked that everyone be mindful.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, briefly commented on the number of streetlights overseen by FPL and the City. Further, she spoke in opposition to requiring the City Manager to reside within the City, as she believes it would limit the applicant pool.

Tom Connick, 411 E. Hillsboro Blvd., Deerfield Beach, commented on Article XI and expressed opposition for the recommendation to amend it.

Yael Amyer, 1998 NE 7th Street, Deerfield Beach, spoke in opposition to amending Article XI.

April Bolowich, 899 NE 4th Street, Deerfield Beach, spoke in support of the City Manager residency requirement. Further, she stated that city-owned land valued at more than \$750,000 should not be sold, traded, or given away without voter approval. Lastly, she spoke in opposition to amending Article XI.

Larry Koch, 1105 Little Harbor Drive, Deerfield Beach, disagreed with eliminating Article XI, and suggested amending it with language that is simpler, more flexible, and does not handcuff the City.

Joy Smith, 910 SE 10th Court, Deerfield Beach, commented on the importance of preserving the small-town charm of the beach area. Thereafter, she expressed concerns regarding traffic issues.

Sophia Haimowitz, 536 NE 20th Avenue, Deerfield Beach, spoke in opposition of eliminating Article XI.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in support of amending the Charter and recommended an 85-foot height restriction. Further, if the City Manager is already established near Deerfield Beach, they should not be required to relocate. Lastly, he stated that the parking lots, rather than the buildings, are contributing to the traffic issues.

Ira Wechterman, 1423 E. Hillsboro Blvd., Deerfield Beach, agreed with amending Article XI, not eliminating it.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, expressed concerns regarding property owners seeking financial gain. Thereafter, he commented on vacant land in the other districts and urged developers to pursue those areas. Lastly, he requested that the restrictions be made stronger.

Elinda Kiss, 1627 Riverview Road, Deerfield Beach, stated that the parking lots are necessary for those who cannot easily access the beach. Further, she recommended a 55-foot height requirement across the board.

Joe Chancy, 4250 NE 4th Avenue, Deerfield Beach, stated that although he is pro-development, he wants to make the area vital through low scale development, not high rises. Thereafter, he commented on the dilapidated buildings and suggested modifying the Charter.

Howard Haimowitz, 536 NE 20th Avenue, Deerfield Beach, spoke in opposition of eliminating Article XI, as responsible development can be done with the current restrictions.

Dan Herz, 330 NE 19th Avenue, Deerfield Beach, recommended leaving Article XI as is. Thereafter, he commented on Sections 3.04 and 7.09. Lastly, he commented on the purchase of the 1045 SW 11th Way property. Lastly, although he is not in favor of cutting term limits, it's more applicable than extending them for 20 months.

Ellyce Miller-Plotkin, 1998 NE 7th Street, Deerfield Beach, spoke in opposition to eliminating Article XI.

ADJOURNMENT

Ms. Chisholm made a motion, seconded by Mr. Cahn to adjourn the meeting at 8:58 p.m. The motion CARRIED by unanimous vote.

PEGGY NOLAND, CHAIR

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
April 22, 2026**

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 6:30 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Cummings.

Roll Call:

Present: Stephen Cherry, Alternate
Jack Hugentugler
Jason Leet
Scott Mulheron
Joseph Cummings, Chair

Also Present: Ramsay Bulkeley, Director of Planning and Development Services
Daniel Mantell, Planning and Zoning Manager
Melissa Torres, Planner I
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: Christina Fink, Alternate
James Giasullo, Jr., Alternate
Janelle Richards, Vice Chair, Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Leet to approve the March 25, 2026 meeting minutes. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7233 540 S Federal Highway Re-Paint
540 South Federal Highway
Re-Paint**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Modesto Perera, representing the applicant, explained that the proposed project includes repainting the building using a primary white color with gray accents.

In response to board member questions, the applicant clarified that the building façade, trim, and roof elements would be repainted. The front awning will also be painted as part of the project, with the possibility of future replacement.

Discussion ensued regarding the color treatment of the awning and consistency with the overall building design.

Mr. Hugentugler made a motion, seconded by Mr. Leet to approve Item #7233 with the stipulation that the front awning be painted French Grey. The motion CARRIED by unanimous vote.

**#7235 Highland Gardens I
331 NE 48th Street
Re-Paint**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

John Tice, representing the applicant, explained that the proposed project includes repainting multiple buildings with a neutral base color and green accent features.

In response to board member questions, the applicant replied that the color scheme had been reviewed and approved by the property owner.

Discussion ensued regarding the proposed color palette, including the use of green accent tones and neutral base colors.

Mr. Hugentugler made a motion, seconded by Mr. Leet to approve Item #7235 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

Legislative Bill Update - Anthony Soroka, City Attorney, provided an update on recently adopted state legislation impacting municipal permitting. He explained that new requirements prohibit municipalities from basing building permit fees on construction costs and instead require fees be based on the actual cost of application review.

Discussion ensued regarding the potential financial impacts to the City.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, stated there is currently one item scheduled for the May 13, 2026 meeting.

Thereafter, discussion ensued regarding the upcoming Museum of Discovery and Science Deerfield Beach Nature Center, including anticipated exhibits, operations, and the project timeline.

Chair Cummings welcomed Stephen Cherry.

Mr. Hugentugler made a motion, seconded by Mr. Leet to adjourn the meeting at 6:51 p.m. The motion CARRIED by unanimous vote.

Joseph Cummings, Chair
Community Appearance Board

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

April 28, 2026

Special Magistrate Andrew Dunkel, in the City Commission Room, called the meeting to order at 11:00 AM.

PRESENT: Patesha Johnson, Code Compliance Supervisor
Thomas Braga, Senior Code Compliance Inspector
Katherine Delve, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Hector Barrett, Senior Code Compliance Inspector
Jehu, Baptiste, Code Compliance Inspector
Kyle Riquelme, Code Compliance Inspector
Chandler Volel, Code Compliance Inspector
Jorge Corzo, Code Compliance Inspector
Adam Osowsky, Code Compliance Inspector
Jake Smilen, Code compliance Inspector

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Address</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	25120032	JOSEPH, AMIDA H/E PERICLES, MAX & JOSEPH, JOSH A	937 NW 45 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 5-22-2026
2	25100002	MONTEMARANO, JOHN MONTEMARANO, JACQUELINE	512 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 5-22-2026
3	26020119	ATTIA, GIL	305 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-8 (e) (1) - Minimum standards for interior structures.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-24-2026 FOR \$200 AND \$150 PER DAY PER VIOLATION

				<p>Chapter 94 MIN HOUS CHAPTER 94 HOUSING; Sec. 94-9 (b) (1) - Minimum standards for exterior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (3) - Minimum standards for exterior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures.</p> <p>Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-9 (c) (3) - Minimum standards for exterior of structures.</p> <p>Chapter 94 MIN HOUS CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors.</p>	
4	26040006	AVERA ROMERO, JOSE GERMAN RODRIGUEZ MENDOZA, CARMEN ARELY	601 NW 37 ST, DEERFIELD BEACH, FL 33064	<p>Chapter 14 - BUILDINGS AND BUILDING REGULATION ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.</p> <p>Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-10 5(3) - Exterior building and structure standards.</p> <p>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section</p>	<p>RESPONDENT NOT PRESENT</p> <p>FINAL ORDER ISSUED COMPLY BY 5-12-2026. \$200 AND \$150 PER DAY \$80 PROSECUTION COST</p>

				<p>14-105(4) - Exterior building and structure standards</p> <p>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas</p> <p>Chapter 46 - OFFENSES Sec. 46-22. - Recreational use of motorized vehicles on residential property</p> <p>Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (f)- Minimum standards for maintenance of premises</p> <p>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA</p> <p>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits</p>	
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5	26040040	DE OLIVEIRA, RONILDO CARLOS DE PAULA, ROSANGELA A	4701 NW 4 TER, DEERFIELD BEACH, FL 33064	<p>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.</p> <p>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.</p> <p>Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.</p> <p>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits</p>	<p>RESPONDENT NOT PRESENT</p> <p>CONTINUED TO 5-26-2026</p>
10	26020077	DEERFIELD SQUARE INVESTMENTS LLC	600 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	<p>Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.</p>	<p>RESPONDENT NOT PRESENT</p> <p>CONTINUED TO 5-26-2026</p>
13	26020074	AMBRO ENTERPRISES INC D/B/A DEERFIELD AMBRO J V	410 S MILITARY TRL, DEERFIELD BEACH, FL 33442	<p>Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.</p> <p>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.</p>	<p>RESPONDENT NOT PRESENT</p> <p>FINAL ORDER ISSUED COMPLY BY 5-22-2026. \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST</p>

15	26020047	SCI FUNERAL SERVICES OF FL LLC % PROPERTY TAX-9 FLR/ mt. of dev.	217 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 5-26-2026
16	26020048	SCI FUNERAL SERVICES OF FL LLC % PROPERTY TAX 9 FL/ mt. of dev	37 NE 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 5-26-2026
18	26030017	CAGATAY, MUAMMER NURER	76 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES SECTION. 34-124. - PUBLIC NUISANCE ABATEMENT PROGRAM ESTABLISHED - ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59. (b) - Parking on residentially zoned lots.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

19	26030021	CAGATAY, MUAMMER NURER	62 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCE ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCE SECTION. 34-124. - PUBLIC NUISANCE ABATEMENT PROGRAM ESTABLISHED - ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
25	26030009	MOYA, GRETCHEN	265 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-22-2026. \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
26	26020094	BUSATO, RICARDO	4705 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-22-2026. \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

27	26020096	HUSEY, RODNEY W & JUDITH A	1454 SW 28 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-22-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
28	26020039	SANTIAGO, CECILIO P & MARCIA P	334 SW 32 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-22-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
29	26010003	ZWASKA, THOMAS R	325 SW 34 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT WAS PRESENT- ZWASKA, THOMAS R CONTINUED TO 6-9-2026
31	25120001	UNIVERSITY OF MIAMI	1300 E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 6-19-2026

32	25120043	AGF DEERFIELD LLC	2054 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-24-2026 FOR \$150 PER DAY
33	25030005	SOUTH FL COMMERCIAL PROPERTIES LLC % ATTN MARVIN K HEWATT	3355 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 5-22-2026
46	26030147	CABLE, DOUGLAS H	4411 NE 2 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 V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-22-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
47	26010083	SANTISE, PAULH/E SANTISE, ROSE	743 SE 12 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off- street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-24-2026 FOR \$150 PER DAY

56	26030029	TAMPA BAY CORPORATE SQUARE LLC	1377 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-9(g) - Defacing or damaging property of another	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED FOR THE GRAFFITI ABATEMENT OF \$39.75 PLUS \$80 PROSECUTION COST
57	26010051	BACSIK, DOREEN M BACSIK, KATHLEEN M	4541 NW 13 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-22-2026 \$150 PER DAY \$80 PROSECUTION COST
58	26010113	PUCCIA, LAUREN PUCCIA, THADDEUS	90 NE 19 AVE, UNIT 12, DEERFIELD BEACH, FL 33441 12	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (g) - Minimum standards for interior structures.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
72	26010064	ESTIME MESADIEU REV TR SAINT JUSTE, THOMAS TRSTEE ETAL	279 NE 40 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 14 - BUILDINGS AND BUILDING REGULATION Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-24-2026 FOR \$150 PER DAY PER VIOLATION

	26020060	CONKIE, DANIEL & TARA	3240 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	
74	25110085	TIMES, JOHN A EST.	255 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
75	26010004	ALEXIS, MAX M JEAN-FRANCOIS, DANIEL.	921 NE 50 ST, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading.	RESPONDENT NOT PRESENT EXTENDED TO 5-22-2026
77	26010058	FRENCH, JOHN K & VELIA M	540 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATION 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 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT CONTINUED TO 5-26-2026

				REGULATIONS Sec. 98-88. (b) - Off-street parking and loading.	
79	25070025	MOORER, MARGARET F MOORER, EPHRAIM ETAL	417 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- ANITA MOORER EXTENDED TO 7-24-2026
81	26030132	MESSLER, DAVID MESSLER, HARRY EST ETAL NAB	4841 NW 18 AVE, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES SECTION. 34-124. - PUBLIC NUISANCE ABATEMENT PROGRAM ESTABLISHED - ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY,	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-21-2026 FOR \$250 PER DAY PER VIOLATION
A	21090082	BEST FRIENDS LLC	475 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- NICHOLAS BISCARI FINES MITITIGATED FOR \$6,000 TO BE PAID BY JULY 28, 2026
B	23060039	BEST FRIENDS LLC	475 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- NICHOLAS BISCARI FINES MITIAGTED FOR \$10,500 TO BE PAID BY JULY 28, 2026
C	23060037	DEERFIELD FLORIDA HOUSE INC	809 SE 5 CT, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WAS PRESENT- NICHOLAS BISCARI

					FINES MITIAGTED FOR \$1,650 TO BE PAID BY JULY 28, 2026
D	19020017	ESCOBAR, ANNE S MARTINEZ, XENIA	461 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATION 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.	RESPONDENTS WAS PRESENT- XENA MARTINEZ FINES MITIGATED FOR \$5,830 TO BE PAID BY JULY 28,2026
E	26020101	KING, CLAUDIA	4701 NE 2 WAY	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
F	24080052	KRAMER, WILLIAM A	4701 NW 1 PL, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
G	25100024	PARAIZY, JOHANNE	811 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

H	25120029	GONZALEZ, PABLO ZAPICO, GRACIELA NOEMI	1006 SE 5 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSA RTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
I	25060079	M A S GENERAL SERVICES INC	941 NW 45 ST, UNIT 3, DEERFIELD BEACH, FL 33064 3	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- TOM MEGGLETON FILIPA NUNES FINES MITIAGTED FOR \$2,000 TO BE PAID BY JULY 28, 2026

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkel, Special Magistrate

Date



Regular City Commission Meeting - June 2, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 2, 2026, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The June 2, 2026, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the June 2, 2026 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

1. **In Person Attendance.** Attend in person in the City Commission Chambers.
2. **Zoom**, which now requires participants to authenticate before joining meetings. Please follow the steps below to ensure you can access the meeting without delay.

Before the Meeting

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

Joining the Meeting

1. Click the Zoom meeting link provided below.
2. When prompted, **sign in to your Zoom account.**
3. If you are not already signed in, Zoom will redirect you to log in.
4. After signing in, you will automatically be admitted to the meeting.
 - a. **Via Zoom Online** - Access to the meeting will begin at 6:45 PM on June 2, 2026.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/81559865907?pwd=L88HdE5IFgbsscyFae9prTj6wx0PFx.1>
 - ii. The video camera display feature is disabled for public use.
 - b. **Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (305) 224-1968, Meeting ID: 815 5986 5907#, Participant ID: #, Passcode: 104984#

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 June 2, 2026, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate via Zoom, please complete the attached comment card, and e-mail it to the City Clerk at web.clerk@deerfieldbeachfl.gov prior to the meeting. If you attend in person, comment cards will be provided in the Commission Chambers.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" which is located at the bottom of the screen under the "reactions" tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

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

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



PUBLIC COMMENT

ONE CARD PER AGENDA ITEM OR PUBLIC COMMENT, PLEASE!

Date: _____

Agenda Item #: _____

Public Comment: (Circle one) YES/NO

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

Name: _____

Address: _____

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

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

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

Public comment shall be governed by the City Commission Meeting Rules of Procedure outlined in Resolution 2018/014, which states that no comments shall be made related to the personal life, or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-255

Agenda Date: 6/2/2026

Status: PUBLIC HEARINGS – FIRST
READING

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 4.43 GROSS ACRES LOCATED AT 3116 DEER CREEK COUNTRY CLUB BLVD. FROM BUSINESS, COMMUNITY (B-1) TO RESIDENCE, MULTI-FAMILY (RM-15) (APPLICATION 25-R-206); PROVIDING FOR A MAXIMUM OF 43 TOWNHOME DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for June 16, 2026

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Miskel Backman, LLP, authorized agent for K.Hovnanian seeks to develop the 4.47-acre vacant property with 43 two-story townhome units comprising two (2) buildings of eight (8) attached units and three (3) buildings of nine (9) attached units, with associated site improvements, including a community pool. Each townhome will have three (3) bedrooms, a loft, and the option of a single or 2-car garage.

Concurrent with the applicant's request for Major Site Plan, is a request for Rezone from B1 "business, community" to the RM-15 "residence multifamily" zoning district, allowing up to 15 dwelling units per acre and an allocation of 43 residential flex units as permitted in the Commerce/Commercial land use designation; and a request for a Plat Note Amendment, which restricts development on the property to "non-residential use". The proposed Plat Note language will allow for the development of 43 townhome units.

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

On March 25, 2026, the item was heard and approved, as submitted, by the Community Appearance Board.

On May 7, 2026, the item was heard and recommended for approval, as submitted, by the Planning & Zoning Board.

Upon approval of first reading of the rezoning, the applicant will request approval from the City Commission of the Site Plan and Plat amendment at the Second Reading of the Rezoning Ordinance.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 4.43 GROSS ACRES LOCATED AT 3116 DEER CREEK COUNTRY CLUB BLVD. FROM BUSINESS, COMMUNITY (B-1) TO RESIDENCE, MULTI-FAMILY (RM-15) (APPLICATION 25-R-206); PROVIDING FOR A MAXIMUM OF 43 TOWNHOME DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City of Deerfield Beach Code of Ordinances, is authorized and empowered to consider applications related to zoning and land development orders; and

WHEREAS, K. Hovnanian Tides at Deerfield Beach, LLC (the “Applicant”) has applied for a rezoning of approximately 4.43 gross acres of vacant land generally described as Belle Terre of Deer Creek 108-26 B Parcel A, and located at 3116 Deer Creek Country Club Blvd., Deerfield Beach, Florida, (collectively, the “Property”) from Business, Community (B-1) to Residence, Multi-Family (RM-15) (the “Rezoning”); and

WHEREAS, the proposed use on the Property is a residential development of forty-three (43) two-story townhome units and associated site improvements, including a community pool; and

WHEREAS, the Rezoning Application is being processed concurrently with a Plat Note Amendment Application (Application #25-P-243) to restrict the Property to forty-three (43) townhome units, and a Site Plan Application (Application #25-RM15-69) to develop the Property with the 43 two-story townhome units and associated site improvements, along with a request for the allocation of 43 residential flex units (the “Flex Units Request”) ; and

WHEREAS, the Deerfield Beach Community Appearance Board reviewed the Rezoning Application on March 25, 2026, and recommended approval; and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on May 7, 2026, and recommended approval; and

WHEREAS, the notice and hearing requirements have been satisfied; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the proposed Rezoning, together with the Flex Units Request, is consistent with the City of Deerfield Beach Comprehensive Plan designation of Commercial for the Property; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to rezone the Property to Residence, Multi-Family (RM-15).

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated into this Resolution.

Section 2. The Rezoning of the Property from Business, Community (B-1) to Residence, Multi-Family (RM-15) is hereby approved, subject to the conditions set forth in the DRC report, as amended and dated April 24, 2026, which shall be satisfied by the Applicant.

Section 3. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. This Ordinance shall take effect immediately upon adoption on Second Reading.

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

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

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No. 25-RM15-69; 25-P-243; 25-R-206

Applicant: K.Hovnanian

Agent: Miskel & Backman, LLP

Requested Action/Description: Seeking Major Site Plan approval to develop the 4.47-acre vacant property with 43 two-story townhome units and associated site improvements. As part of the Site Plan Approval, the Applicant is also seeking allocation of 43 residential flex units; and concurrent applications for a rezone from B-1 to RM-15, and a Plat Note Amendment.

Location: 3116 Deer Creek Country Club Blvd (Folio # 484203050010)

Legal Description: Belle Terre of Deer Creek 108-26 B Parcel A

Size: 4.43 acres (gross) / 4.47 acres (net)

Existing Zoning: B-1 Business, community

Proposed Zoning: RM15 Residence, multifamily

Existing Land Use: Commercial

Future Land Use Plan Designation: Commercial

Surrounding Land Use and Zoning:

	<u>Existing Land Use</u>	<u>Zoning</u>
North:	Residential Moderate	RM-15 Residence, Multifamily
East:	Residential Moderate	RM-15 Residence, Multifamily
South:	Residential Low	RM-10 Residence, Multifamily
West:	Commercial	B-1 Business, Community

Applicable Regulations: Deerfield Beach Land Development Code

Plat Restrictions: This plat is exempted from compliance with ordinance 79-1. It is approved for non-residential use.

Proposed: This plat is restricted to 43 townhome units.

Department Comments & Requirements

REQUEST:

- Major Site Plan Approval to develop the 4.47-acre vacant property with 43 two-story townhome units and associated site improvements, with a request for allocation of forty-three (43) residential flex units;
- Rezone from the B1 “Business, community” zoning district to RM15 “Residence, multifamily” zoning district; and
- Plat Note Amendment to amend the note restricting development as non-residential use, to allow use as “forty-three (43) townhome units.”

BACKGROUND:

Miskel Backman, LLP, authorized agent for K.Hovnanian (“Applicant”) seeks to develop the 4.47-acre vacant property with forty-three (43) two-story townhome units comprising two buildings of eight attached units and three buildings of nine attached units, with associated site improvements, including a community pool (“Project”). Each townhouse will have three bedrooms, a loft, and the option of a single- or two-car garage.

The property is not within any special design district and does not require a specific color and material scheme. The two-story townhomes are articulated with protruded windows and stucco simulated horizontal siding, with the main façade color being beige, called “City Loft”, and accent colors for the stucco on the second floor in a shade of light blue, “Little Boy Blu”, and for the stucco simulated horizontal siding on the second floor, a shade of grey, “Mineral Deposit”. The materials include stucco, stucco horizontal siding, and shutters to accentuate the second-floor windows.

The Property is within an existing zoning district of a B-1, business community, with a Future Land Use (FLU) designation of Commercial.

As part of the Applicant’s request for Major Site Plan, they are seeking a request for rezone to the RM-15 “residence multifamily” zoning district, which will allow 15 dwelling units per acre, allowing for up to 67 residential units. However, the Applicant is seeking a total of 43 units on the subject property, resulting in slightly less than 10 dwelling units per acre. The Applicant is also seeking an allocation of 43 residential flex units as permitted in the Commerce/Commercial land use designation. The County and City allow residential use in the Commerce/Commercial land use designations, up to 10 acres, with the allocation of “flexibility units” and/or “redevelopment units” provided that total residential uses do not exceed 20% of the land area designated “Commerce” or equivalent municipality land use designation.

The Applicant is also requesting to amend the existing Plat Note, which restricts development on the property to “non-residential use”. The proposed Plat Note language will allow for “forty-three (43) townhome units.”

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

On March 25, 2026, the project was heard and approved, as submitted, by the Community Appearance Board.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives, and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Commercial. The proposed multi-family residential development is allowed in this land use designation. With the allocation of residential flex units. Per section 2.5.1, residential uses, up to 10 acres, are permitted via local government allocation of “flexibility units”, provided that total residential uses do not exceed 20% of the land area designated “Commercial”.
2. Land Development Requirements: The existing property is zoned B-1, business community, and is requesting a rezoning to RM-15, residence multi-family. Pursuant to the City of Deerfield Beach Land Development Requirements, a multi-family townhouse development is a permitted use within the RM-15 zoning district, and the proposed development complies with all the zoning requirements for the RM-15, residence multi-family zoning district. The allowable density for this property under RM-15 is 67 units, with the project proposing 43 units. All zoning regulations for RM-15 and parking requirements are met and do not require the request for variances or technical deviations.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17 (15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

a. *Permitted uses, structures and activities allowed within the zoning category;*

The proposed Project is a permitted use within the RM-15 zoning district. The district allows for up to 67 units with a density of 15 units/acre; however, the Project is proposing a total of 43 units, slightly less than 10 units/acre. The property is surrounded by townhomes, in an RM-15 zoning district to the North and East. Located to the South and West is a property within the B-2 zoning district, improved with a 3-story office building.

b. *Building location, dimensions, height and floor area;*

The Project meets all yard setback regulations for RM-15. The setbacks are as follows:

- Front setback: Proposed – 25 feet Required – 25 feet
- Street-Side Setback: Proposed – 50 feet Required – 25 feet
- Interior Side Setback: Proposed – 57 feet Required – 10 feet*
- Rear Setback: Proposed – 25 feet Required – 15 feet*

*Plus one foot for every two feet of building height above 20 feet

The proposed height is 29 feet 8 inches, which is less than the maximum height of 75 feet in the RM-15 zoning district. The Project proposes a lot coverage of 23% out of the maximum 40%. The proposed building and site improvements follow all requirements for the RM-15 zoning district.

c. *Location and extent of parking, access drives, and service areas;*

The Project proposes gated ingress/egress access to/from the site at Deer Creek Country Club Blvd, with emergency access at the northern access point on DC Country Club Blvd. Internal circulation will provide each unit with an 18 or 20-foot-wide private driveway along with a 1-car or 2-car garage option, giving the possibility of 3 parking spaces at each dwelling. Nine guest parking spaces will be located on the south side of the property adjacent to the community pool. The property requires 108 parking spaces and will provide a total of 109 parking spaces. Each unit will have private garbage receptacles that will be wheeled out to the curb on pickup day.

d. *Traffic generation, hours of operation, noise levels and outdoor lighting;*

The proposed Project generates fewer than 500 trips per day and does not require review by the City's traffic engineering consultant, per code section 98-17(2). The amount of traffic generation, noise, levels, and lighting are anticipated to be compatible with the surrounding residential developments. The project proposes forty-three (43) dwelling units and will not cause greater noise levels than similar residentially zoned developments.

A photometric plan was submitted with this application and demonstrates that the proposed outdoor lighting will not encroach onto the adjacent property lines, meeting the requirements for lighting.

e. *Alteration of light and air;*

The proposed Project's height and compatibility with the surrounding uses will not impact light and air more than what would be allowed by the zoning regulations. Lighting will not encroach outside the property line.

f. *Setbacks and buffers – Fences, walls, landscaping and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;*

The proposed Project meets the underlying setback requirements of the RM-15 zoning district. All other buffers and setbacks for the designated zoning are met. The proposed location is surrounded by similar multi-family residential uses.

g. *Conditions, uses or activities which pose a significant risk to the safety or security to those under 18 years of age using schools, churches, parks, playgrounds or other facilities which cater to those under 18 years of age;*

The applicant is proposing a 43-unit residential community, which does not pose a significant risk to the safety or security of those less than 18 years of age in the 500-foot vicinity.

h. *Outside activities associated with the proposed use which could interfere with the peace and/or tranquility of residences or propose a significant risk to the safety or security of children in public or private schools, day care facilities, churches,*

parks, playgrounds, and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather; and

The Project proposes a fenced-in pool as an amenity. It would not pose a significant risk to the safety or security of children who gather in certain public places. The outside activities proposed with the development include regular multi-family residential activities, such as parking and a patio space for each unit. The proposed pool is located within a fenced-in area with an additional 6-foot chain-link perimeter fence.

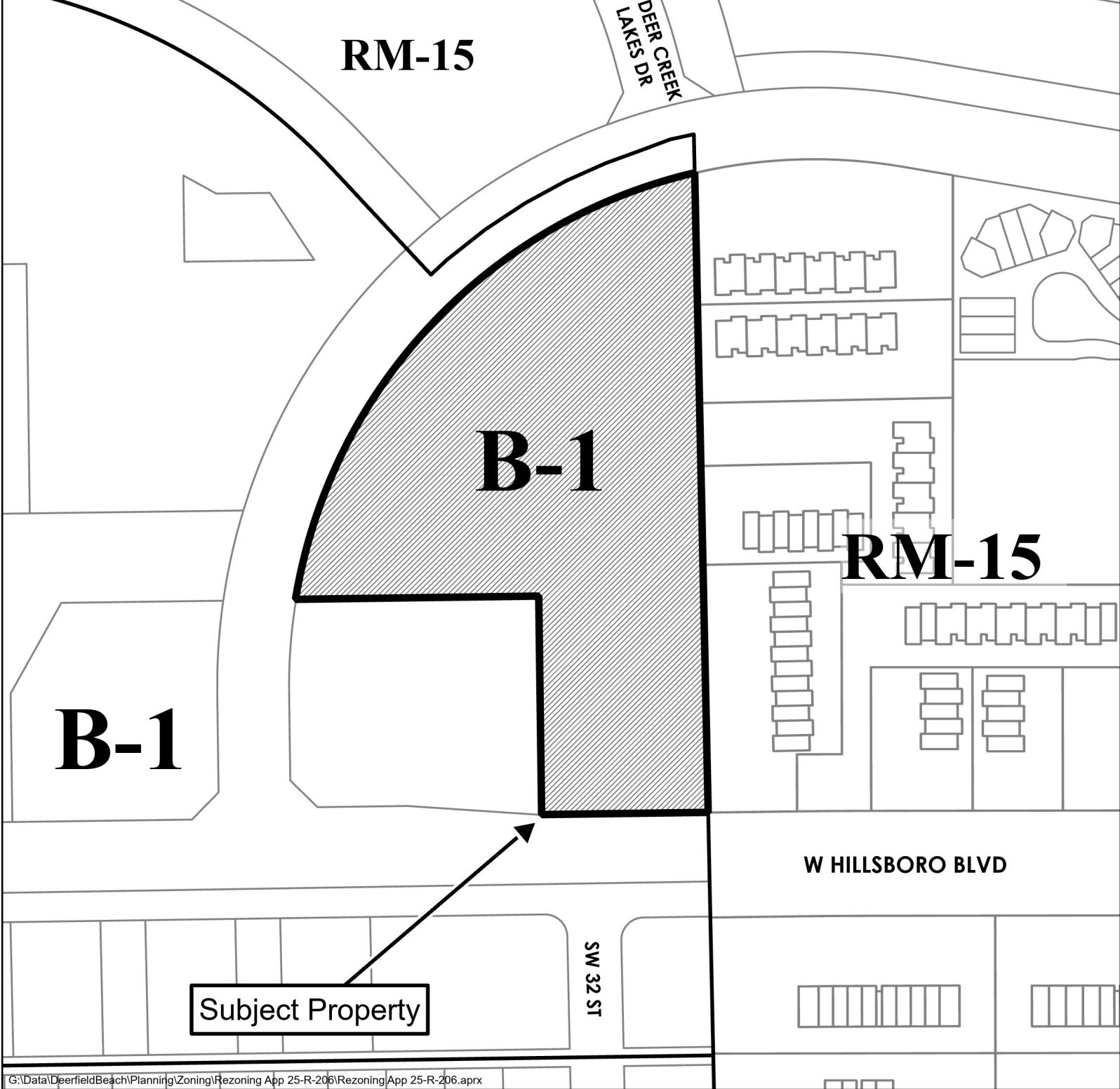
- i. *Conditions, uses, or activities which could pose a significant risk to the safety or security of single-family residences within 500 feet of the lot upon which the use will occur.*

The proposed Project will not pose a significant risk to the safety or security of single-family and multi-family residences within 500 feet. While the project is developing attached, multifamily units, the townhomes will conform with the adjacent multi-family properties within Deer Creek.

SUMMARY:

Staff's review of Major Site Plan application 25-RM15-69, Rezoning application 25-R-206, and Plat Note Amendment 25-P-243 has found that the proposed project is consistent with the goals, objectives, and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

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



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Existing Zoning Map

Rezoning Application 25-R-206

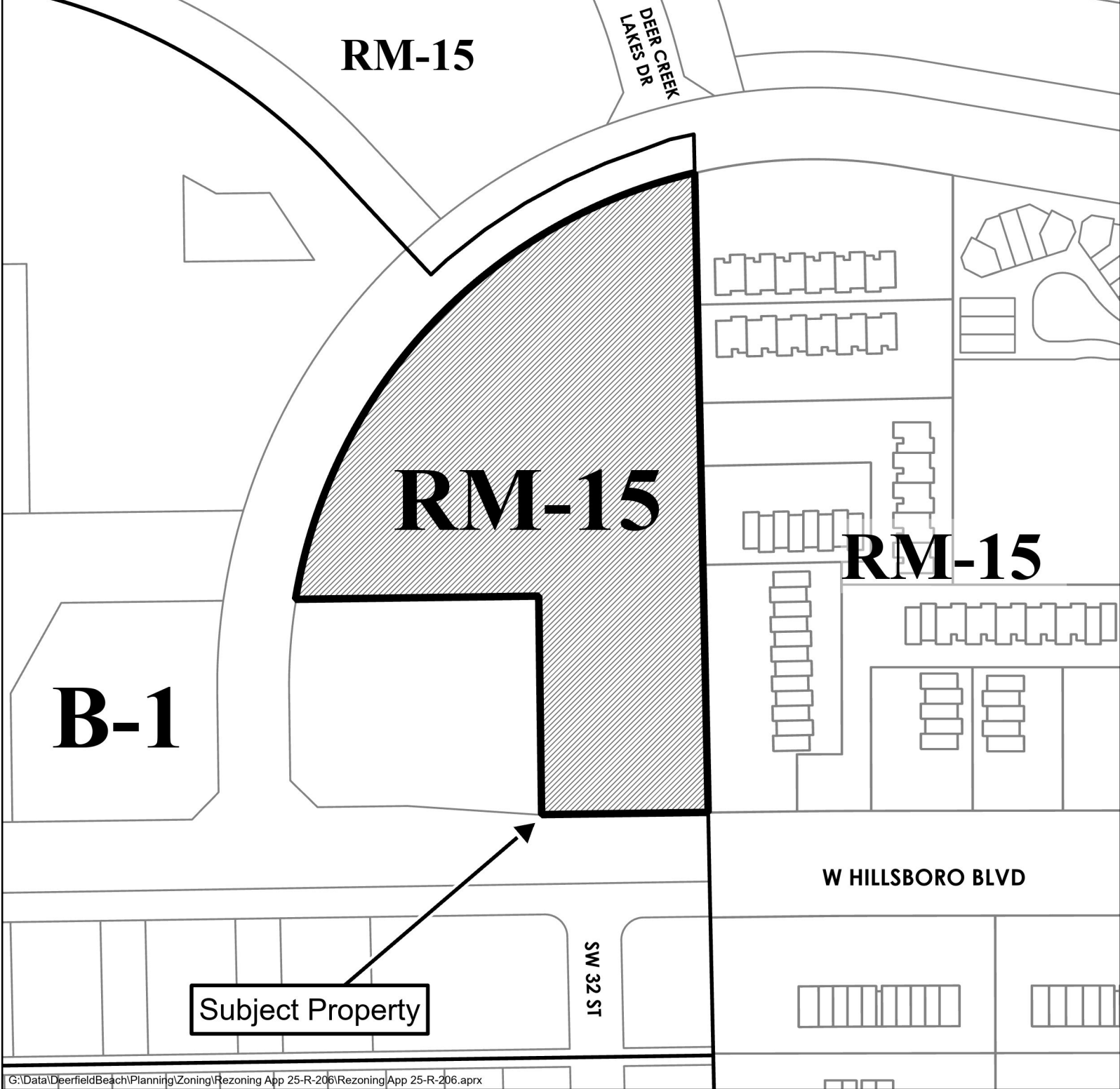
3116 DEER CREEK COUNTRY CLUB BLVD



0 200 Feet



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



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Proposed Zoning Map

Rezoning Application 25-R-206

3116 DEER CREEK COUNTRY CLUB BLVD



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



DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)
One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

<input checked="" type="checkbox"/> New Site Plan / Site Plan Modification (See Attachment A) <input type="checkbox"/> Community Appearance Board (See Attachment B) <input type="checkbox"/> Variance (See Attachment C) <input type="checkbox"/> Technical Deviation (See Attachment D) <input checked="" type="checkbox"/> Rezoning (See Attachment E)	<input checked="" type="checkbox"/> Plat or Plat Note Amendment (See Attachment F) <input type="checkbox"/> Conditional Use (See Attachment G) <input type="checkbox"/> Vacation & Abandonment (See Attachment H) <input type="checkbox"/> ROW Variance (See Attachment I) <input type="checkbox"/> Sign Variance (See Attachment J)
---	--

Project Name: Tides at Deerfield Beach

Property Owner: EDE PROPERTIES, INC.

Applicant (if different from Owner): K. Hovnanian Tides at Deerfield Beach, LLC

Agent (if different from Owner/Applicant): MISKEL BACKMAN LLP

Address of Property: W HILLSBORO BLVD DEERFIELD BEACH FL 33442 (folio 484203050010)

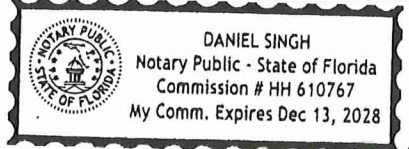
Legal Description of Property (lot, block, tract, subdivision): BELLE TERRE OF DEER CREEK 108-26 B PARCEL A

Description of Project: Property is currently undeveloped; plan to redevelop the Property with approximately 43 to 45 multifamily residential units.

New Development (Y/N): <u>Yes</u>	Modification to Existing Development (Y/N): <u>No</u>
Zoning District: <u>B-1</u>	Future Land Use Category: <u>Commerce</u>
Existing Use: <u>Undeveloped</u>	Proposed Use: <u>Residential Medium</u>
Lot Area (acres): <u>4.47</u>	Number of Dwelling Units (proposed): <u>43-45</u>
Sq. Ft. of Structure (existing): <u>N/A</u>	Sq. Ft. of Structure (proposed): _____

Agent Signature:
Name Printed: Sara Thompson, Esq., Miskel Backman LLP
Address: 14 SE 4th Street, Boca Raton, FL 33432
Telephone: 561-405-3363
Email: sthompson@miskelbackman.com

Owner Signature:
Name Printed: Dr. Edward Eckert
Address: 2345 W Hillsboro Blvd. #201, Deerfield Beach, FL 33442
Telephone: Please contact agent
Email: Please contact agent



INTERNAL USE ONLY:

SUBMITTAL DATE: _____

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

Total Fees Paid: _____

Cost Recovery

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

PREPARED BY AND RETURN TO:

3

Hugh William Perry, Esquire
Gunster, Yoakley, Criser & Stewart, P.A.
Phillips Point, Suite 500
777 South Flagler Drive
P.O. Box 4587
West Palm Beach, Florida 33402-4587

157.2472.1
09295.00537

91003716

QUIT-CLAIM DEED

3,360⁵⁰ has been paid
in Broward County for Documentary
Stamp Tax as required by law.

THIS QUIT-CLAIM DEED, executed this 24th day of December, 1990
by CITY SAVINGS, F.S.B., in Conservatorship, Resolution Trust
Corporation, as Conservator ("Grantor"), to EDE PROPERTIES, INC., a
Florida corporation ("Grantee"), whose postoffice address is 2345 W.
Hillsborough Boulevard, Suite 201, Deerfield Beach, Florida 33442,
Attention: Edward D. Eckert.

19 JAN 3 PM 12 41

(Wherever used herein terms "Grantor" and "Grantee" shall
include singular and plural, heirs, legal representatives, and
assigns of individuals, and the successors and assigns of
corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of
\$10.00 in hand paid by Grantee, the receipt whereof is hereby
acknowledged, does hereby remise, release and quit-claim unto
Grantee forever, all the right, title, interest, claim and demand
which Grantor has in and to the following described parcel of land,
situate, lying and being in the County of Broward, State of Florida,
to-wit:

Parcel "A" of BELLE TERRE OF DEER CREEK, according to
the Plat thereof, as recorded in Plat Book 108, Page 26,
of the Public Records of Broward County, Florida, LESS
AND EXCEPT the road right-of-way for State Road 810 (Hillsboro
Boulevard).

TO HAVE AND TO HOLD the same together with all and singular the
appurtenances thereunto belonging or in anywise appertaining, and
all the estate, right, title, interest, lien, equity and claim
whatsoever of Grantor, either in law or equity, to the only proper
use, benefit and behalf of Grantee forever.

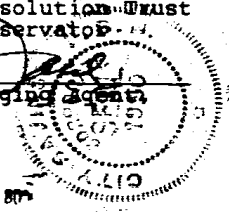
IN WITNESS WHEREOF, Grantor has signed and sealed these presents
the day and year first above written.

Signed, sealed and delivered
in presence of:

[Handwritten signature]
[Handwritten initials]

CITY SAVINGS, F.S.B., in
Conservatorship, Resolution Trust
Corporation, as Conservator.

BY: *[Signature]*
Its: Assistant Managing Agent,
Credit

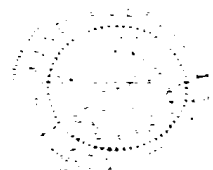


RECORDED IN THE OFFICIAL RECORDS OF
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

STATE OF NEW JERSEY)
COUNTY OF SOMERSET)

The foregoing instrument was acknowledged before me the 24 day
of December, 1990, by H. Ross Ford, the Assistant Managing
Agent, Credit of CITY SAVINGS, F.S.B., in Conservatorship,
Resolution Trust Corporation, as Conservator.

[Signature]
NOTARY PUBLIC
My commission expires:



(NOTARIAL SEAL) LORRAINE WILKOWSKI
A Notary Public of New Jersey
My Commission Expires April 17, 1995

80700408

Statement of Interest in Property and Authorization to File Petitions

EDE PROPERTIES, INC. ("Owner"), certifies that it is the Owner of the subject property generally located on the southeast side of Deer Creek Country Club Boulevard and the north side of W Hillsboro Boulevard (Folio # 4842 03 05 0010) in the City of Deerfield Beach and authorizes MISKEL BACKMAN LLP, as agent, to submit and process any and all development applications to the City of Deerfield Beach, Broward County, and the State of Florida and in the approval and permitting of the proposed residential development and to appear at any meetings or public hearings necessary for the approval, permitting and development of said residential development located within the City of Deerfield Beach and Broward County.

Edward D. Eckert
Print Name


Signature

2345 W Hillsboro Blvd. 201
Address

Deerfield Beach, FL 33442
City/State/Zip

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of June, 2025, by Edward D. Eckert, as Director of Ede Properties, Inc., who is personally known to me or who has produced driver's license as identification and who did take an oath.



NOTARY PUBLIC:

Sign: Cynthia Mary DiPonti

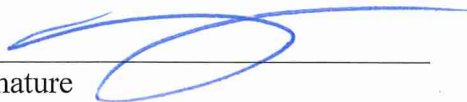
Print: Cynthia Mary DiPonti

My Commission Expires: 11/2/2028

Statement of Interest in Property and Authorization to File Petitions

K. Hovnanian Tides at Deerfield Beach, LLC ("Applicant"), certifies that it is the contract purchaser of the subject property generally located on the southeast side of Deer Creek Country Club Boulevard and the north side of W Hillsboro Boulevard (Folio # 4842 03 05 0010) in the City of Deerfield Beach and authorizes MISKEL BACKMAN LLP, as agent, to submit and process any and all development applications to the City of Deerfield Beach, Broward County, and the State of Florida and in the approval and permitting of the proposed residential development and to appear at any meetings or public hearings necessary for the approval, permitting and development of said residential development located within the City of Deerfield Beach and Broward County.

Kevin Borkenhagen
Print Name


Signature

3601 Quantum Blvd.
Address

Boynton Beach, FL 33426
City/State/Zip

State of Florida

County of Palm Beach

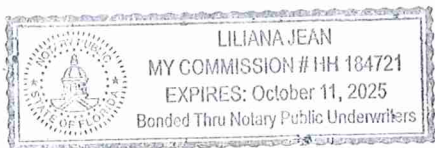
The foregoing instrument was acknowledged before me by means of physical presence or ___ online notarization, this 12 day of June, 2025, by Kevin Borkenhagen as Division President of K. Hovnanian Tides at Deerfield Beach, LLC, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: 

Print: Liliana Jean

My Commission Expires: 10/11/25





DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

None.

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

None.

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

None.

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

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

I, Dr. Edward Eckert, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Handwritten Signature]

Signature

6/26/25

Date

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

notarization, this 26th day of June, 2025 by

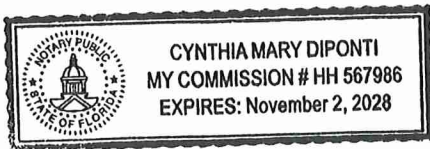
Dr. Edward Eckert

(Affiant), who is personally

known to me or has produced driver's license identification.

My commission expires: 11/2/28

Commission No.: HH 567986



Cynthia Mary DiPonti
(Signature of Notary Public - State of Florida)

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

For Office Use Only

Date: _____
Application _____
Nos.: _____



DISCLOSURE AFFIDAVIT

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

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

(Attach additional sheets as needed for each item.)

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

11/17/2022 - \$1,000 - Michael Hudak Campaign Account

02/21/2023 - \$1,000 - Ben Preston Campaign Account

07/22/2024 - \$500 - Daniel Shanetzky; 01/10/2025 - \$1,000 - Todd Drosky for Mayor Campaign

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

N/A

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

N/A

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

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

I, Sara Thompson, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

7/8/25
Date

SWORN TO AND SUBSCRIBED Before me by means of physical presence or online notarization, this 8th day of July, 2025 by Sara Thompson (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 6/28/2028

Commission No.: HH 535639



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

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

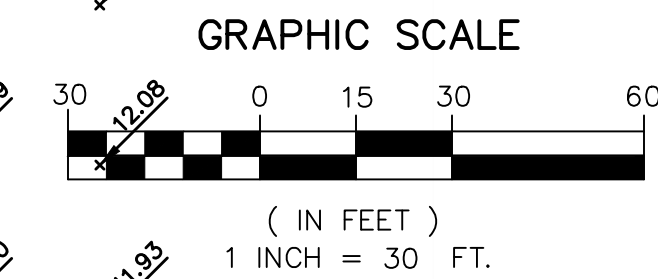
ALTA/NSPS LAND TITLE SURVEY

MATCHLINE

SEE SHEET 2 OF 2

LEGEND

A/C - AIR CONDITIONER	SQ. FT. - SQUARE FEET
ALUM. - ALUMINUM	TWP. - TOWNSHIP
B.E. - BUFFER EASEMENT	TYP. - TYPICAL
CLF - CLEANOUT	U.E. - UTILITY EASEMENT
CLF - CHAIN LINK FENCE	W.M. - WATER METER
CONC. - CONCRETE	WE - WATER EASEMENT
COV. COVERED	S.E. - SANITARY EASEMENT
D.E. - DRAINAGE EASEMENT	○ - LIGHT POLE
ELEC. - ELECTRIC	⦿ - FIRE HYDRANT
ELEV. - ELEVATION	⊠ - CATCH BASIN
EQUIP. - EQUIPMENT	⊠ - WATER VALVE
ESMT. - EASEMENT	⊠ - GAS VALVE
EXIST. - EXISTING	⊠ - SANITARY VALVE
FL - FLORIDA POWER & LIGHT	⊠ - SET 5/8" IR/CAP LB 3591
FIN. - FINISHED	⊠ - SANITARY MANHOLE
FND. - FOUND	⊠ - DRAINAGE MANHOLE
I.R./CAP - IRON ROD & CAP	⊠ - BELL SOUTH MANHOLE
INV. - INVERT	⊠ - UNKNOWN MANHOLE
IRR. - IRRIGATION	⊠ - WOOD POWER POLE (UNLESS NOTED)
NO I.D. - NO IDENTIFICATION	⊠ - CENTER LINE
O.R.B. - OFFICIAL RECORD BOOK	⊠ - EXISTING ELEVATION
P.L.S. - PROFESSIONAL LAND SURVEYOR	⊠ - TRAFFIC SIGN
P.B.C.R. - PALM BEACH COUNTY RECORD	⊠ - YARD DRAIN
P.O.B. - POINT OF BEGINNING	⊠ - CONCRETE POWER POLE
P.O.C. - POINT OF COMMENCEMENT	⊠ - FIRE DEPARTMENT CONNECTION
P.C.S. - PAGE(S)	⊠ - TRAFFIC SIGNAL BOX
P.R.M. - PERMANENT REFERENCE MONUMENT	⊠ - CROSSING SIGNAL
PROP. - PROPOSED	
R/W - RIGHT-OF-WAY	
RGE. - RANGE	
SEC. - SECTION	
Δ - DELTA (CENTRAL ANGLE)	
---	NON-VEHICULAR ACCESS LINE (PLAT)



NOTES

- THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
- LANDS SHOWN HEREON WERE ABSTRACTED BY FIRST AMERICAN TITLE INSURANCE COMPANY, OFFICE FILE NUMBER: FLX1996, DATED: JANUARY 21, 2025.
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF PARCEL A. BEARING S89°13'50"W.
- THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
- UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- FLOOD ZONE: "AH" (EL 14'); FLOOD INSURANCE RATE MAP NO. 12011C 0159 J; COMMUNITY NO. 125101; DATE: JULY 31, 2024.
- BENCHMARK ORIGIN DESCRIPTION: BROWARD COUNTY BENCHMARK #2464. ELEVATION = 12.44' (NAVD 1988).
- ADDRESS: W HILLSBORO BOULEVARD, DEERFIELD BEACH, FLORIDA 33442.
- NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT THE TIME OF SURVEY.
- NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED AT THE TIME OF SURVEY.

DESCRIPTION

PARCEL "A", BELLE TERRE OF DEER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 108 AT PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA

CONTAINING
 ONSITE: 194,766.40 SQ. FT./4.4712 ACRES, MORE OR LESS.
 NW OFFSITE: 28,823.90 SQ. FT./0.6617 ACRES, MORE OR LESS
 SE OFFSITE: 11,125.85 SQ. FT./0.2554 ACRES, MORE OR LESS
 TOTAL: 206,180.64 SQ. FT./4.7332 ACRES, MORE OR LESS

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 10, 2025. I FURTHER CERTIFY THAT THIS TOPOGRAPHIC SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

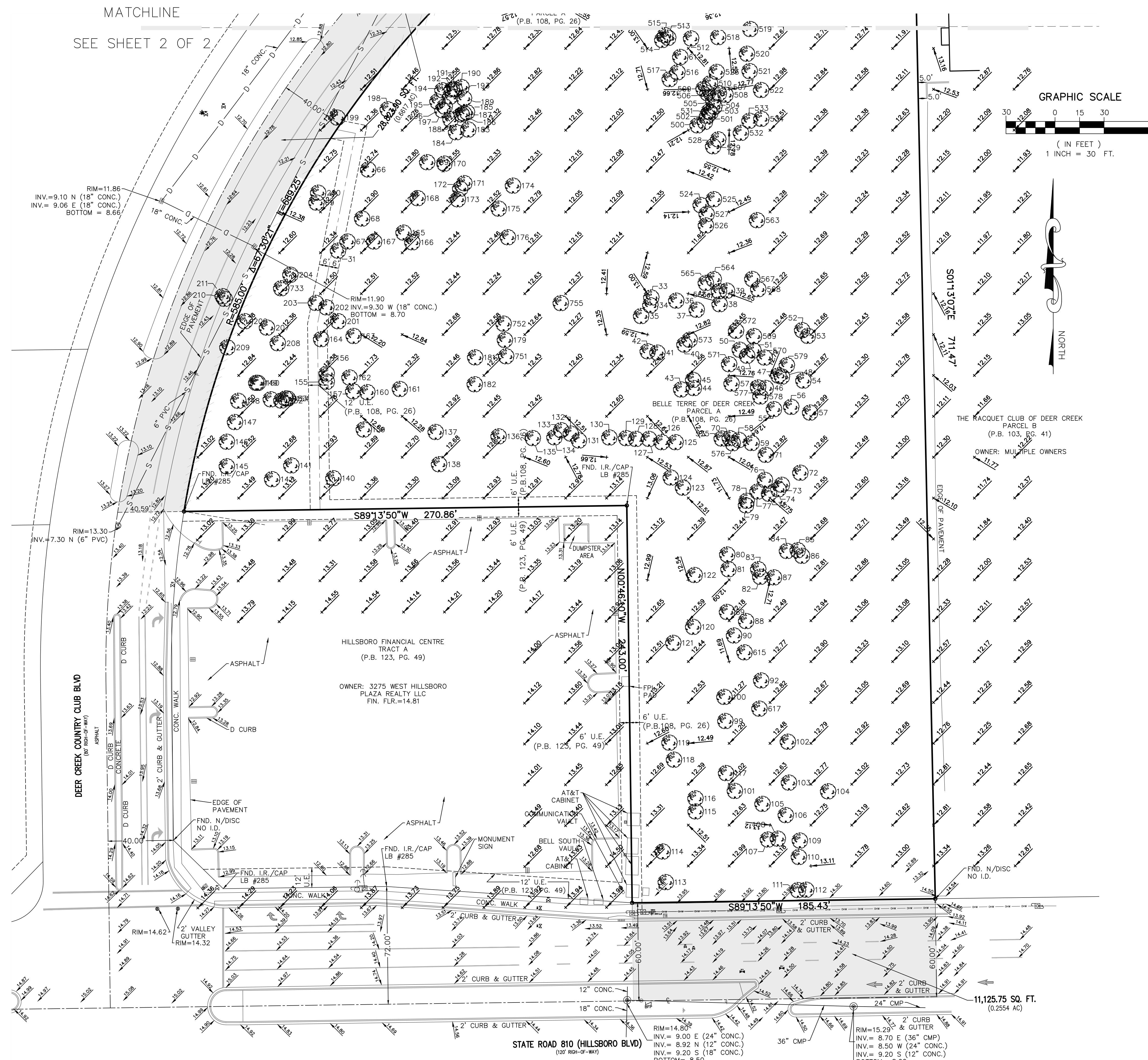
TO:
 K. HOVNANIAN FLORIDA OPERATIONS, LLC;
 EASTERN NATIONAL TITLE AGENCY FL, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(A), 8, 13, 14, 15, 16, 17, 18 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON JULY 8, 2025.

DATE OF PLAT OR MAP: 7/10/2025

JEFFREY R. WAGNER, PLS
 REG. LAND SURVEYOR #5302
 STATE OF FLORIDA - LB #3591



AGE	DATE	BY
7/10/2025	7/10/2025	RFJ
ADDED TREES AND CHART	6/20/2025	DJH
ADDED OFFICE AREAS	3/30/2025	RFJ
ADDED SEWER & WATER INFORMATION	3/10/2025	DJH
REVISIONS	DATE	BY

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

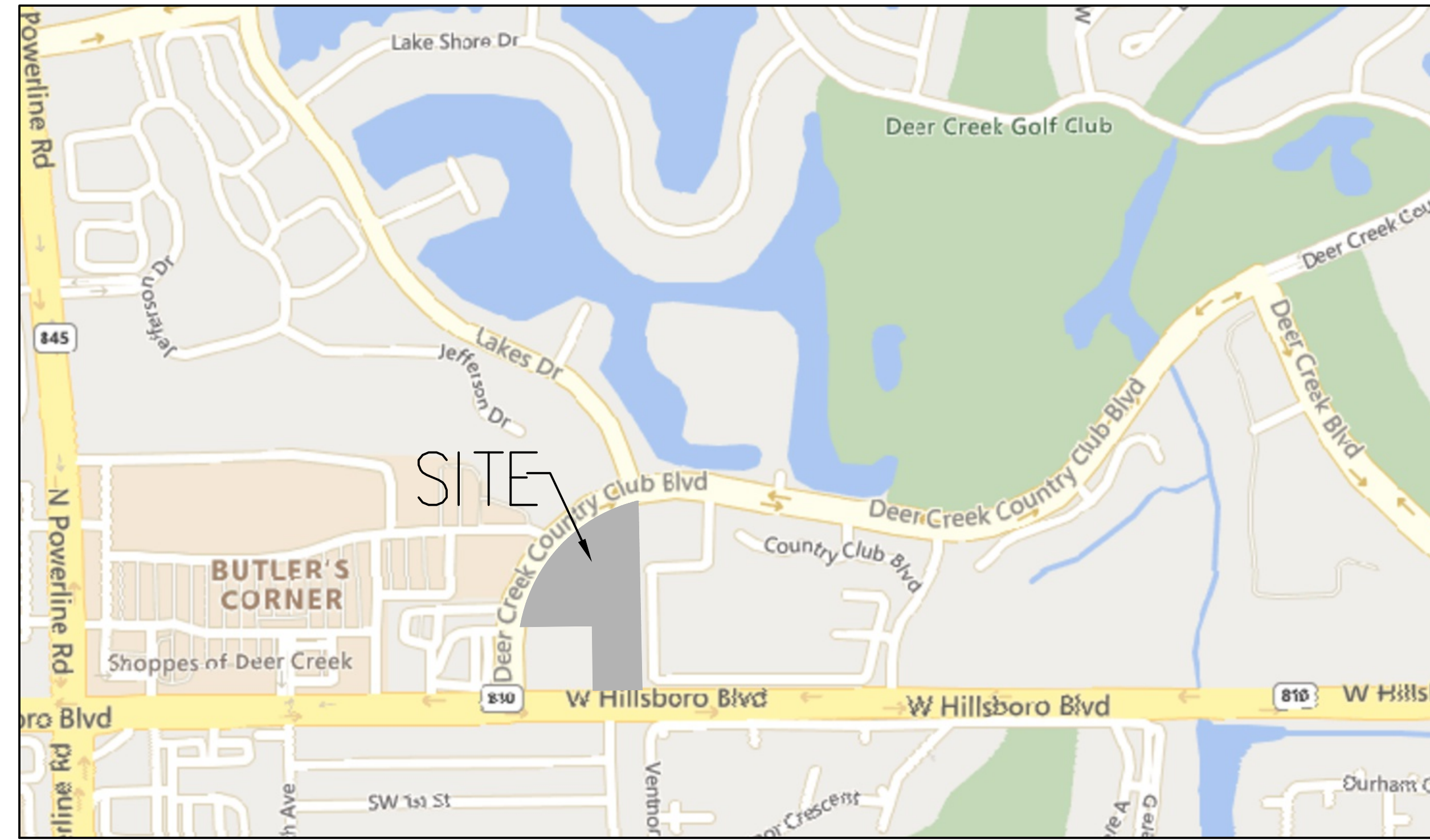
TIDES AT DEERFIELD BEACH
 ALTA/NSPS LAND TITLE SURVEY
 & TOPOGRAPHIC SURVEY

DATE	2/25/2025
DRAWN BY	RFJ
F.B./ PG.	ELEC.
SCALE	1"=30'

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(A), 8, 13, 14, 15, 16, 17, 18 OF TABLE A THEREOF.

JOB # 11333
 SHT. NO. **1**
 OF 5 SHEETS

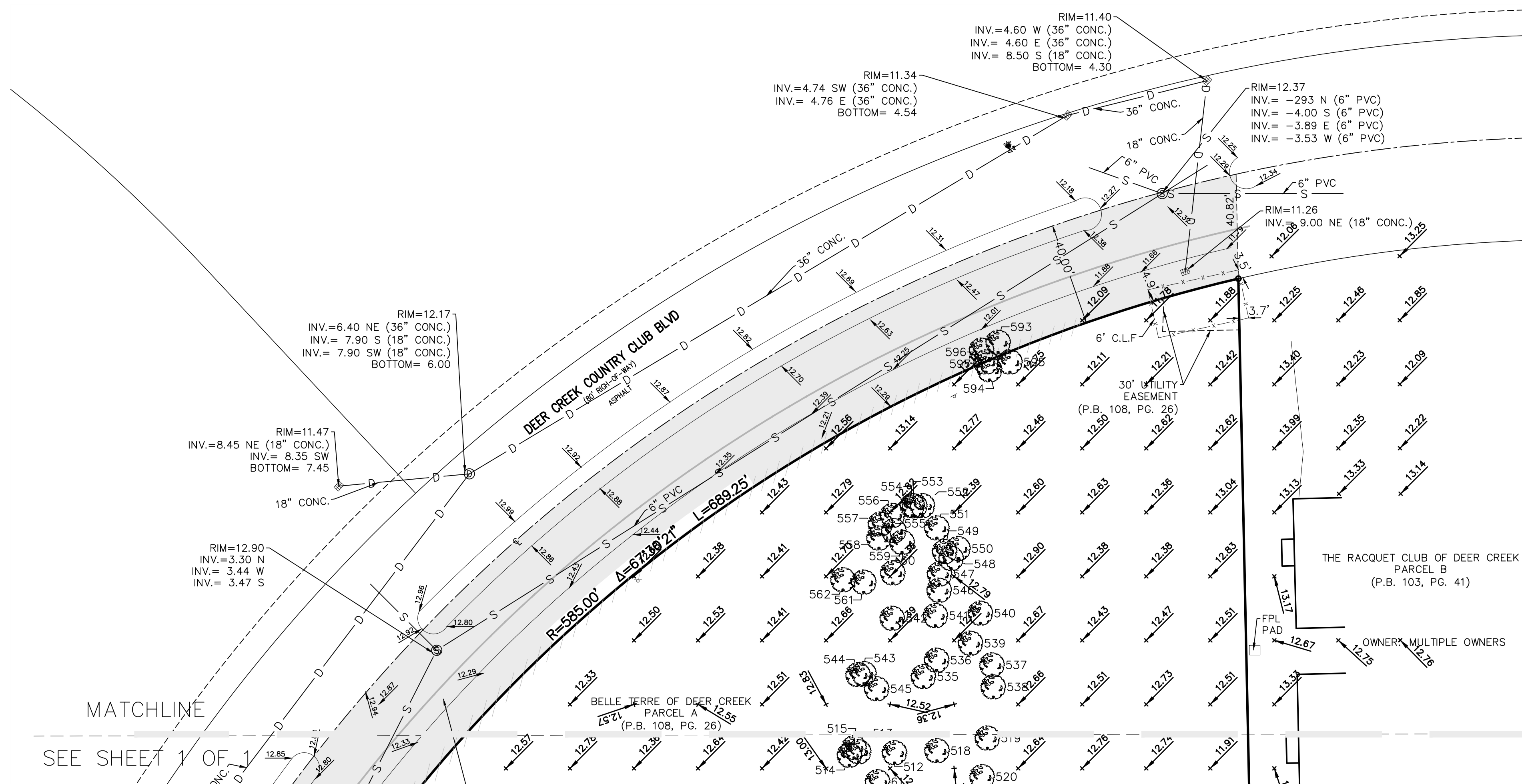
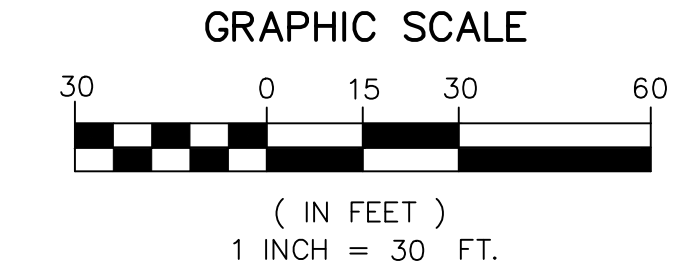
ALTA/NSPS LAND TITLE SURVEY



LOCATION MAP
NOT TO SCALE

LEGEND

A/C - AIR CONDITIONER	SQ. FT. - SQUARE FEET
L - ARC LENGTH	TWP. - TOWNSHIP
ALUM. - ALUMINUM	TYP. - TYPICAL
B.E. - BUFFER EASEMENT	U.E. - UTILITY EASEMENT
☉ - CLEANOUT	W.M. - WATER METER
CLF - CHAIN LINK FENCE	WE.E. - WATER EASEMENT
CONC. - CONCRETE	SE.E. - SANITARY EASEMENT
COV. COVERED	☉ - LIGHT POLE
D.E. - DRAINAGE EASEMENT	⚡ - FIRE HYDRANT
ELEC. - ELECTRIC	☐ - CATCH BASIN
ELEV. - ELEVATION	☐ - WATER VALVE
EQUIP. - EQUIPMENT	☐ - GAS VALVE
ESMT. - EASEMENT	☐ - SANITARY VALVE
EXIST. - EXISTING	☐ - SET 5/8" IR/CAP LB 3591
F.P.L. - FLORIDA POWER & LIGHT	☐ - SANITARY MANHOLE
FIN. - FINISHED	☐ - DRAINAGE MANHOLE
FLR. - FLOOR	☐ - BELL SOUTH MANHOLE
FND. - FOUND	☐ - UNKNOWN MANHOLE
I.R./CAP - IRON ROD & CAP	☐ - CENTER LINE
INV. - INVERT	☐ - EXISTING ELEVATION
IRR. - IRRIGATION	☐ - TRAFFIC SIGN
NO I.D. - NO IDENTIFICATION	☐ - OVERHEAD WIRES
O.R.B. - OFFICIAL RECORD BOOK	☐ - ANCHOR
PLS. - PROFESSIONAL LAND SURVEYOR	☐ - WATER METER
P.B. - PLAT BOOK	☐ - REDUCED PRESSURE ZONE
P.B.C.R. - PALM BEACH COUNTY RECORD	☐ - GROUND LIGHT
P.O.B. - POINT OF BEGINNING	☐ - ELECTRIC HAND HOLE
P.O.C. - POINT OF COMMENCEMENT	☐ - IRRIGATION CONTROL VALVE
P.P.M. - PERMANENT REFERENCE MONUMENT	☐ - COMMUNICATION HAND HOLE
PROP. - PROPOSED	☐ - YARD DRAIN
RADIUS	☐ - CONCRETE POWER POLE
R/W - RIGHT-OF-WAY	☐ - FIRE DEPARTMENT CONNECTION
RNG. - RANGE	☐ - TRAFFIC SIGNAL BOX
SEC. - SECTION	☐ - CROSSING SIGNAL
Δ - DELTA (CENTRAL ANGLE)	
☐ - NON-VEHICULAR ACCESS LINE (PLAT)	
☐ - WOOD POWER POLE (UNLESS NOTED)	



SCHEDULE B-II EXCEPTIONS
FIRST AMERICAN TITLE INSURANCE COMPANY
OFFICE FILE NUMBER: FLX1996
DATED: JANUARY 21, 2025

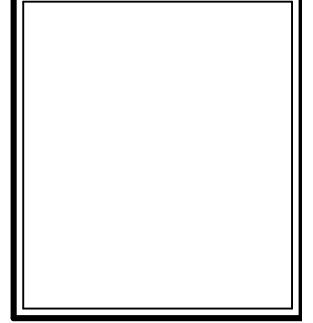
- RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF BELLE TERRE OF DEER CREEK, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED UPON RACE, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITION OR RESTRICTIONS VIOLATE 42 USC 3604 (c).
AFFECTS AS SHOWN
- RESOLUTION 82-98506 RECORDED IN BOOK 10136, PAGE 644.
- ORDINANCE NO. 2002-61 RECORDED IN BOOK 3415, PAGE 1891.
DOCUMENT MAP IS ILLEGIBLE

DATE	6/20/2025	DJH
ADDED OFFSITE AREAS	3/30/2025	RJF
ADDED SEWER & WATER INFORMATION	3/30/2025	DJH
REVISIONS	DATE	BY
FILE NAME	11333 ALTA-TOPOGRAPHIC SURVEY 1988.dwg	

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

TIDES AT DEERFIELD BEACH
ALTA/NSPS LAND TITLE SURVEY
& TOPOGRAPHIC SURVEY

DATE	2/25/2025
DRAWN BY	RFJ
F.B./ PG.	ELEC.
SCALE	1"=30'



JOB #	11333
SHT. NO.	2
OF 5 SHEETS	

TREE TABLE

Tree Number	Common Name	Genus Species	DBH (Inches)	Overall Height (Feet)	Palm Height (CT/GW) (Feet)	Canopy Spread (Feet)	Condition Rating Percentage
1	Umbrella tree	Schefflera actinophylla	5"	20'		18'	Nuisance Tree per Code
2	Brazilian pepper	Schinus terebinthifolia	7"	20'		25'	Nuisance Tree per Code
3	Live oak	Quercus virginiana	3"	30'		8'	84%
4	Brazilian pepper	Schinus terebinthifolia	20"	20'		20'	Nuisance Tree per Code
5	Brazilian pepper	Schinus terebinthifolia	5"	25'		15'	Nuisance Tree per Code
6	Brazilian pepper	Schinus terebinthifolia	9"	25'		15'	Nuisance Tree per Code
7	Brazilian pepper	Schinus terebinthifolia	4"	25'		15'	Nuisance Tree per Code
8	Brazilian pepper	Schinus terebinthifolia	7"	25'		20'	Nuisance Tree per Code
9	Brazilian pepper	Schinus terebinthifolia	30"	30'		35'	Nuisance Tree per Code
10	Brazilian pepper	Schinus terebinthifolia	5"	20'		30'	Nuisance Tree per Code
11	Brazilian pepper	Schinus terebinthifolia	22"	20'		20'	Nuisance Tree per Code
12	Brazilian pepper	Schinus terebinthifolia	4"	20'		8'	Nuisance Tree per Code
13	Brazilian pepper	Schinus terebinthifolia	6"	30'		20'	Nuisance Tree per Code
14	Brazilian pepper	Schinus terebinthifolia	22"	20'		18'	Nuisance Tree per Code
15	Ear leaf acacia	Acacia auriculiformis	3"	15'		8'	Nuisance Tree per Code
16	Brazilian pepper	Schinus terebinthifolia	5"	20'		12'	Nuisance Tree per Code
17	Brazilian pepper	Schinus terebinthifolia	8"	20'		16'	Nuisance Tree per Code
18	Brazilian pepper	Schinus terebinthifolia	4"	18'		12'	Nuisance Tree per Code
20	Ear leaf acacia	Acacia auriculiformis	14"	45'		35'	Nuisance Tree per Code
21	Live oak	Quercus virginiana	6"	25'		18'	85%
22	Brazilian pepper	Schinus terebinthifolia	6"	20'		15'	Nuisance Tree per Code
23	Live oak	Quercus virginiana	11"	30'		25'	78%
24	Ear leaf acacia	Acacia auriculiformis	5"	25'		15'	Nuisance Tree per Code
25	Live oak	Quercus virginiana	4"	20'		12'	78%
27	Brazilian pepper	Schinus terebinthifolia	13"	15'		13'	Nuisance Tree per Code
28	Brazilian pepper	Schinus terebinthifolia	5"	18'		15'	Nuisance Tree per Code
19	Brazilian pepper	Schinus terebinthifolia	15"	20'		16'	Nuisance Tree per Code
29	Live oak	Quercus virginiana	3"	18'		7'	78%
30	Brazilian pepper	Schinus terebinthifolia	9"	18'		15'	Nuisance Tree per Code
31	Ear leaf acacia	Acacia auriculiformis	22"	60'		45'	Nuisance Tree per Code
32	Live oak	Quercus virginiana	6"	25'		10'	81%
33	Brazilian pepper	Schinus terebinthifolia	9"	15'		15'	Nuisance Tree per Code
34	Brazilian pepper	Schinus terebinthifolia	4"	20'		14'	Nuisance Tree per Code
35	Brazilian pepper	Schinus terebinthifolia	9"	23'		20'	Nuisance Tree per Code
36	Live oak	Quercus virginiana	7"	30'		18'	78%
37	Brazilian pepper	Schinus terebinthifolia	6"	20'		15'	Nuisance Tree per Code
38	Brazilian pepper	Schinus terebinthifolia	6"	20'		15'	Nuisance Tree per Code
39	Brazilian pepper	Schinus terebinthifolia	20"	15'		20'	Nuisance Tree per Code
40	Brazilian pepper	Schinus terebinthifolia	16"	30'		25'	Nuisance Tree per Code
41	Brazilian pepper	Schinus terebinthifolia	10"	18'		15'	Nuisance Tree per Code
42	Brazilian pepper	Schinus terebinthifolia	5"	20'		14'	Nuisance Tree per Code
43	Live oak	Quercus virginiana	13"	30'		20'	78%
44	Brazilian pepper	Schinus terebinthifolia	18"	25'		20'	Nuisance Tree per Code
45	Brazilian pepper	Schinus terebinthifolia	14"	25'		20'	Nuisance Tree per Code

Tree Number	Common Name	Genus Species	DBH (Inches)	Overall Height (Feet)	Palm Height (CT/GW) (Feet)	Canopy Spread (Feet)	Condition Rating Percentage
46	Brazilian pepper	Schinus terebinthifolia	21"	20'		20'	Nuisance Tree per Code
47	Brazilian pepper	Schinus terebinthifolia	7"	20'		20'	Nuisance Tree per Code
48	Live oak	Quercus virginiana	12"	30'		20'	78%
49	Live oak	Quercus virginiana	7"	25'		15'	72%
50	Brazilian pepper	Schinus terebinthifolia	8"	20'		15'	Nuisance Tree per Code
51	Brazilian pepper	Schinus terebinthifolia	24"	25'		20'	Nuisance Tree per Code
52	Brazilian pepper	Schinus terebinthifolia	12"	18'		20'	Nuisance Tree per Code
53	Brazilian pepper	Schinus terebinthifolia	9"	15'		15'	Nuisance Tree per Code
54	Brazilian pepper	Schinus terebinthifolia	15"	15'		20'	Nuisance Tree per Code
55	Live oak	Quercus virginiana	5"	25'		20'	85%
56	Ear leaf acacia	Acacia auriculiformis	14"	25'		20'	Nuisance Tree per Code
57	Brazilian pepper	Schinus terebinthifolia	11"	15'		12'	Nuisance Tree per Code
58	Brazilian pepper	Schinus terebinthifolia	12"	30'		18'	Nuisance Tree per Code
59	Brazilian pepper	Schinus terebinthifolia	24"	20'		25'	Nuisance Tree per Code
60	Live oak	Quercus virginiana	11"	40'		15'	84%
61	Live oak	Quercus virginiana	9"	30'		18'	84%
63	Live oak	Quercus virginiana	15"	45'		30'	78%
64	Brazilian pepper	Schinus terebinthifolia	6"	15'		13'	Nuisance Tree per Code
65	Cabbage palm	Sabal palmetto	14"	20'	13'	15'	90%
66	Brazilian pepper	Schinus terebinthifolia	36"	25'		35'	Nuisance Tree per Code
67	Brazilian pepper	Schinus terebinthifolia	5"	15'		20'	Nuisance Tree per Code
68	Brazilian pepper	Schinus terebinthifolia	15"	25'		25'	Nuisance Tree per Code
69	Brazilian pepper	Schinus terebinthifolia	18"	25'		30'	Nuisance Tree per Code
70	Brazilian pepper	Schinus terebinthifolia	11"	20'		25'	Nuisance Tree per Code
71	Brazilian pepper	Schinus terebinthifolia	7"	17'		13'	Nuisance Tree per Code
72	Brazilian pepper	Schinus terebinthifolia	18"	18'		20'	Nuisance Tree per Code
73	Brazilian pepper	Schinus terebinthifolia	48"	18'		25'	Nuisance Tree per Code
74	Brazilian pepper	Schinus terebinthifolia	18"	20'		20'	Nuisance Tree per Code
75	Live oak	Quercus virginiana	12"	30'		20'	78%
76	Brazilian pepper	Schinus terebinthifolia	10"	15'		18'	Nuisance Tree per Code
77	Brazilian pepper	Schinus terebinthifolia	50"	25'		25'	Nuisance Tree per Code
78	Live oak	Quercus virginiana	12"	35'		25'	81%
79	Brazilian pepper	Schinus terebinthifolia	8"	16'		15'	Nuisance Tree per Code
80	Brazilian pepper	Schinus terebinthifolia	15"	25'		20'	Nuisance Tree per Code
81	Brazilian pepper	Schinus terebinthifolia	35"	20'		25'	Nuisance Tree per Code
82	Live oak	Quercus virginiana	15"	35'		30'	81%
83	Brazilian pepper	Schinus terebinthifolia	18"	20'		15'	Nuisance Tree per Code
84	Brazilian pepper	Schinus terebinthifolia	6"	13'		12'	Nuisance Tree per Code
85	Surinam cherry	Eugenia uniflora	4"	15'		15'	68%
86	Weeping fig	Ficus benjamina	6"	18'		15'	78%
87	Brazilian pepper	Schinus terebinthifolia	25"	20'		25'	Nuisance Tree per Code
88	Brazilian pepper	Schinus terebinthifolia	34"	25'		25'	Nuisance Tree per Code
89	Brazilian pepper	Schinus terebinthifolia	35"	25'		35'	Nuisance Tree per Code
90	Brazilian pepper	Schinus terebinthifolia	7"	20'		15'	Nuisance Tree per Code

Tree Number	Common Name	Genus Species	DBH (Inches)	Overall Height (Feet)	Palm Height (CT/GW) (Feet)	Canopy Spread (Feet)	Condition Rating Percentage
91	Cabbage palm	Sabal palmetto	11"	10'	3'	12'	90%
92	Live oak	Quercus virginiana	26"	50'		45'	81%
93	Brazilian pepper	Schinus terebinthifolia	15"	14'		20'	Nuisance Tree per Code
94	Carrotwood	Cupaniopsis anacardiodes	7"	18'		20'	Nuisance Tree per Code
95	Brazilian pepper	Schinus terebinthifolia	12"	14'		15'	Nuisance Tree per Code
96	Brazilian pepper	Schinus terebinthifolia	18"	10'		20'	Nuisance Tree per Code
97	Brazilian pepper	Schinus terebinthifolia	118"	15'		20'	Nuisance Tree per Code
98	Brazilian pepper	Schinus terebinthifolia	6"	20'		15'	Nuisance Tree per Code
99	Brazilian pepper	Schinus terebinthifolia	30"	20'		25'	Nuisance Tree per Code
100	Brazilian pepper	Schinus terebinthifolia	27"	25'		25'	Nuisance Tree per Code
101	Brazilian pepper	Schinus terebinthifolia	42"	30'		35'	Nuisance Tree per Code
102	Brazilian pepper	Schinus terebinthifolia	42"	25'		30'	Nuisance Tree per Code
103	Brazilian pepper	Schinus terebinthifolia	64"	25'		40'	Nuisance Tree per Code
104	Brazilian pepper	Schinus terebinthifolia	18"	25'		20'	Nuisance Tree per Code
105	Brazilian pepper	Schinus terebinthifolia	58"	30'		35'	Nuisance Tree per Code
106	Brazilian pepper	Schinus terebinthifolia	15"	18'		20'	Nuisance Tree per Code
107	Brazilian pepper	Schinus terebinthifolia	19"	25'		20'	Nuisance Tree per Code
108	Brazilian pepper	Schinus terebinthifolia	14"	20'		20'	Nuisance Tree per Code
109	Brazilian pepper	Schinus terebinthifolia	22"	20'		20'	Nuisance Tree per Code
110	Brazilian pepper	Schinus terebinthifolia	35"	25'		20'	Nuisance Tree per Code
111	Ear leaf acacia	Acacia auriculiformis	13"	30'		25'	Nuisance Tree per Code
112	Ear leaf acacia	Acacia auriculiformis	10"	30'		25'	Nuisance Tree per Code
113	Brazilian pepper	Schinus terebinthifolia	8"	16'		12'	Nuisance Tree per Code
114	Brazilian pepper	Schinus terebinthifolia	14"	20'		25'	Nuisance Tree per Code
115	Brazilian pepper	Schinus terebinthifolia	32"	30'		25'	Nuisance Tree per Code
116	Brazilian pepper	Schinus terebinthifolia	38"	30'		30'	Nuisance Tree per Code
117	Brazilian pepper	Schinus terebinthifolia	8"	20'		20'	Nuisance Tree per Code
118	Brazilian pepper	Schinus terebinthifolia	18"	20'		20'	Nuisance Tree per Code
119	Brazilian pepper	Schinus terebinthifolia	20"	20'		20'	Nuisance Tree per Code
120	Brazilian pepper	Schinus terebinthifolia	29"	25'		35'	Nuisance Tree per Code
121	Brazilian pepper	Schinus terebinthifolia	7"	18'		25'	Nuisance Tree per Code
122	Brazilian pepper	Schinus terebinthifolia	32"	30'		35'	Nuisance Tree per Code
123	Brazilian pepper	Schinus terebinthifolia	7"	20'		24'	Nuisance Tree per Code
124	Live oak	Quercus virginiana	11"	40'		25'	81%
125	Crape Myrtle	Lagerstroemia indica	8"	20'		12'	72%
126	Crape Myrtle	Lagerstroemia indica	12"	25'		15'	78%
127	Crape Myrtle	Lagerstroemia indica	10"	25'		18'	68%
128	Crape Myrtle	Lagerstroemia indica	12"	25'		20'	68%
129	Crape Myrtle	Lagerstroemia indica	10"	25'		18'	68%
130	Crape Myrtle	Lagerstroemia indica	9"	25'		18'	72%
131	Live oak	Quercus virginiana	24"	60'		55'	78%
132	Live oak	Quercus virginiana	10"	50'		25'	85%

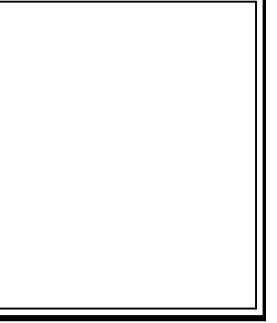
7/04/2025	R/J
6/20/2025	D/H
3/30/2025	R/J
3/10/2025	D/H
DATE	BY

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TIDES AT DEERFIELD BEACH
 ALTA/NSPS LAND TITLE SURVEY
 & TOPOGRAPHIC SURVEY

DATE 2/25/2025
 DRAWN BY R/J
 F.B./ PG. ELEC.
 SCALE 1"=30'



JOB # 11333
 SHT. NO.
3
 OF 5 SHEETS

TREE TABLE (CONTINUED)

Tree Number	Common Name	Genus Species	DBH (Inches)	Overall Height (Feet)	Palm Height (CT/GW) (Feet)	Canopy Spread (Feet)	Condition Rating Percentage
133	Live oak	<i>Quercus virginiana</i>	20"	50'		30'	84%
134	Live oak	<i>Quercus virginiana</i>	29"	60'		50'	81%
135	Brazilian pepper	<i>Schinus terebinthifolia</i>	45"	30'		25'	Nuisance Tree per Code
136	Brazilian pepper	<i>Schinus terebinthifolia</i>	7"	20'		22'	Nuisance Tree per Code
137	Brazilian pepper	<i>Schinus terebinthifolia</i>	42"	25'		35'	Nuisance Tree per Code
138	Brazilian pepper	<i>Schinus terebinthifolia</i>	24"	20'		30'	Nuisance Tree per Code
139	Brazilian pepper	<i>Schinus terebinthifolia</i>	52"	25'		40'	Nuisance Tree per Code
140	Brazilian pepper	<i>Schinus terebinthifolia</i>	24"	17'			Nuisance Tree per Code
141	Brazilian pepper	<i>Schinus terebinthifolia</i>	55"	20'		25'	Nuisance Tree per Code
142	Brazilian pepper	<i>Schinus terebinthifolia</i>	10"	20'		13'	Nuisance Tree per Code
143	Brazilian pepper	<i>Schinus terebinthifolia</i>	17"	17'		20'	Nuisance Tree per Code
144	Ear leaf acacia	<i>Acacia auriculiformis</i>	31"	45'		35'	Nuisance Tree per Code
145	Black olive	<i>Bucida buceras</i>	8"	30'		20'	81%
146	Black olive	<i>Bucida buceras</i>	25"	30'		30'	81%
147	Carrotwood	<i>Cupaniopsis anacardiodes</i>	12"	20'		18'	Nuisance Tree per Code
148	Brazilian pepper	<i>Schinus terebinthifolia</i>	12"	15'		15'	Nuisance Tree per Code
149	Brazilian pepper	<i>Schinus terebinthifolia</i>	10"	18'		20'	Nuisance Tree per Code
150	Brazilian pepper	<i>Schinus terebinthifolia</i>	3"	18'		8'	Nuisance Tree per Code
151	Alexander palm	<i>Ptychosperma elegans</i>	4"	32'	24'	10'	81%
152	Black olive	<i>Bucida buceras</i>	5"	25'		18'	81%
153	Black olive	<i>Bucida buceras</i>	8"	30'		20'	78%
154	Black olive	<i>Bucida buceras</i>	10"	30'		25'	78%
155	Brazilian pepper	<i>Schinus terebinthifolia</i>	7"	20'		15'	Nuisance Tree per Code
156	Brazilian pepper	<i>Schinus terebinthifolia</i>	7"	20'		25'	Nuisance Tree per Code
157	Brazilian pepper	<i>Schinus terebinthifolia</i>	25"	18'		25'	Nuisance Tree per Code
158	Brazilian pepper	<i>Schinus terebinthifolia</i>	27"	20'		25'	Nuisance Tree per Code
159	Brazilian pepper	<i>Schinus terebinthifolia</i>	42"	20'		35'	Nuisance Tree per Code
160	Brazilian pepper	<i>Schinus terebinthifolia</i>	20"	15'		20'	Nuisance Tree per Code
161	Brazilian pepper	<i>Schinus terebinthifolia</i>	15"	18'		25'	Nuisance Tree per Code
162	Brazilian pepper	<i>Schinus terebinthifolia</i>	22"	25'		30'	Nuisance Tree per Code
163	Brazilian pepper	<i>Schinus terebinthifolia</i>	15"	20'		20'	Nuisance Tree per Code
164	Brazilian pepper	<i>Schinus terebinthifolia</i>	11"	25'		30'	Nuisance Tree per Code
165	Brazilian pepper	<i>Schinus terebinthifolia</i>	22"	25'		35'	Nuisance Tree per Code
166	Brazilian pepper	<i>Schinus terebinthifolia</i>	12"	25'		25'	Nuisance Tree per Code
167	Brazilian pepper	<i>Schinus terebinthifolia</i>	29"	25'		25'	Nuisance Tree per Code
168	Brazilian pepper	<i>Schinus terebinthifolia</i>	10"	18'		15'	Nuisance Tree per Code
169	Brazilian pepper	<i>Schinus terebinthifolia</i>	14"	13'		18'	Nuisance Tree per Code
170	Brazilian pepper	<i>Schinus terebinthifolia</i>	8"	18'		15'	Nuisance Tree per Code
171	Brazilian pepper	<i>Schinus terebinthifolia</i>	9"	13'		12'	Nuisance Tree per Code
172	Brazilian pepper	<i>Schinus terebinthifolia</i>	6"	15'		18'	Nuisance Tree per Code
173	Brazilian pepper	<i>Schinus terebinthifolia</i>	12"	15'		25'	Nuisance Tree per Code

Tree Number	Common Name	Genus Species	DBH (Inches)	Overall Height (Feet)	Palm Height (CT/GW) (Feet)	Canopy Spread (Feet)	Condition Rating Percentage
174	Brazilian pepper	<i>Schinus terebinthifolia</i>	5"	15'		16'	Nuisance Tree per Code
175	Brazilian pepper	<i>Schinus terebinthifolia</i>	11"	18'		20'	Nuisance Tree per Code
176	Brazilian pepper	<i>Schinus terebinthifolia</i>	7"	15'		18'	Nuisance Tree per Code
177	Brazilian pepper	<i>Schinus terebinthifolia</i>	8"	15'		20'	Nuisance Tree per Code
178	Brazilian pepper	<i>Schinus terebinthifolia</i>	34"	18'		25'	Nuisance Tree per Code
179	Brazilian pepper	<i>Schinus terebinthifolia</i>	7"	15'		16'	Nuisance Tree per Code
180	Brazilian pepper	<i>Schinus terebinthifolia</i>	34"	20'		25'	Nuisance Tree per Code
181	Brazilian pepper	<i>Schinus terebinthifolia</i>	12"	15'		20'	Nuisance Tree per Code
182	Brazilian pepper	<i>Schinus terebinthifolia</i>	6"	15'		15'	Nuisance Tree per Code
183	Live oak	<i>Quercus virginiana</i>	17"	55'		45'	81%
184	Live oak	<i>Quercus virginiana</i>	14"	50'		18'	81%
185	Brazilian pepper	<i>Schinus terebinthifolia</i>	32"	25'		30'	Nuisance Tree per Code
186	Live oak	<i>Quercus virginiana</i>	15"	55'		35'	81%
187	Live oak	<i>Quercus virginiana</i>	7"	30'		20'	72%
188	Live oak	<i>Quercus virginiana</i>	30"	55'		40'	81%
189	Live oak	<i>Quercus virginiana</i>	17"	55'		30'	81%
190	Live oak	<i>Quercus virginiana</i>	18"	50'		35'	81%
191	Live oak	<i>Quercus virginiana</i>	4"	25'		15'	68%
192	Brazilian pepper	<i>Schinus terebinthifolia</i>	6"	20'		15'	Nuisance Tree per Code
193	Live oak	<i>Quercus virginiana</i>	14"	40'		35'	81%
194	Live oak	<i>Quercus virginiana</i>	4"	20'		13'	78%
195	Brazilian pepper	<i>Schinus terebinthifolia</i>	3"	15'		13'	Nuisance Tree per Code
196	Java plum	<i>Syzygium cumin</i>	3"	30'		20'	84%
197	Live oak	<i>Quercus virginiana</i>	4"	15'		5'	40%
198	Brazilian pepper	<i>Schinus terebinthifolia</i>	18"	25'		30'	Nuisance Tree per Code
199	Brazilian pepper	<i>Schinus terebinthifolia</i>	10"	15'		12'	Nuisance Tree per Code
200	Brazilian pepper	<i>Schinus terebinthifolia</i>	24"	25'		35'	Nuisance Tree per Code
201	Brazilian pepper	<i>Schinus terebinthifolia</i>	8"	25'		25'	Nuisance Tree per Code
202	Brazilian pepper	<i>Schinus terebinthifolia</i>	7"	25'		25'	Nuisance Tree per Code
203	Brazilian pepper	<i>Schinus terebinthifolia</i>	5"	20'		16'	Nuisance Tree per Code
204	Brazilian pepper	<i>Schinus terebinthifolia</i>	12"	25'		20'	Nuisance Tree per Code
205	Brazilian pepper	<i>Schinus terebinthifolia</i>	20"	15'		25'	Nuisance Tree per Code
206	Ear leaf acacia	<i>Acacia auriculiformis</i>	3"	20'		14'	Nuisance Tree per Code
207	Brazilian pepper	<i>Schinus terebinthifolia</i>	3"	17'		13'	Nuisance Tree per Code
208	Brazilian pepper	<i>Schinus terebinthifolia</i>	12"	25'		20'	Nuisance Tree per Code
209	Brazilian pepper	<i>Schinus terebinthifolia</i>	12"	15'		20'	Nuisance Tree per Code
210	Black olive	<i>Bucida buceras</i>	8"	25'		18'	81%
211	Black olive	<i>Bucida buceras</i>	4"	20'		15'	78%
500	Laurel oak	<i>Quercus laurifolia</i>	27"	55'		50'	81%
501	Live oak	<i>Quercus virginiana</i>	17"	45'		30'	85%

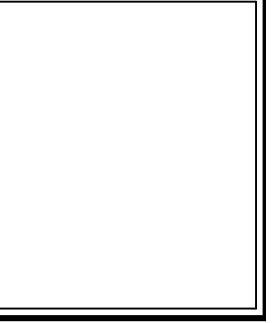
7/04/2025	R/J
6/20/2025	D/H
3/30/2025	R/J
3/10/2025	D/H
DATE	BY

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TIDES AT DEERFIELD BEACH
ALTA/NSPS LAND TITLE SURVEY
& TOPOGRAPHIC SURVEY

DATE 2/25/2025
 DRAWN BY R/J
 F.B./ PG. ELEC.
 SCALE 1"=30'



JOB # 11333
 SHT. NO. 4
 OF 5 SHEETS

TREE TABLE (CONTINUED)

Tree Number	Common Name	Genus Species	DBH (Inches)	Overall Height (Feet)	Palm Height (CT/GW) (Feet)	Canopy Spread (Feet)	Condition Rating Percentage
502	Live oak	<i>Quercus virginiana</i>	10"	40'		18'	78%
503	Laurel oak	<i>Quercus laurifolia</i>	9"	35'		25'	78%
504	Laurel oak	<i>Quercus laurifolia</i>	11"	35'		40'	72%
505	Live oak	<i>Quercus virginiana</i>	13"	50'		30'	81%
506	Sabal palm	<i>Sabal palmetto</i>	8"	22'	15'		90%
507	Live oak	<i>Quercus virginiana</i>	5"	35'		8'	84%
508	Live oak	<i>Quercus virginiana</i>	12"	35'		12'	84%
509	Live oak	<i>Quercus virginiana</i>	8"	35'		12'	84%
510	Live oak	<i>Quercus virginiana</i>	21"	40'		45'	84%
512	Live oak	<i>Quercus virginiana</i>	12"	45'		25'	84%
513	Live oak	<i>Quercus virginiana</i>	11"	45'		20'	84%
514	Live oak	<i>Quercus virginiana</i>	8"	35'		12'	84%
515	Live oak	<i>Quercus virginiana</i>	7"	25'		20'	84%
516	Live oak	<i>Quercus virginiana</i>	3"	15'		10'	84%
517	Live oak	<i>Quercus virginiana</i>	3"	18'		12'	78%
518	Laurel oak	<i>Quercus laurifolia</i>	17"	35'		32'	84%
519	Live oak	<i>Quercus virginiana</i>	10"	30'		30'	84%
520	Live oak	<i>Quercus virginiana</i>	7"	35'		20'	84%
521	Live oak	<i>Quercus virginiana</i>	9"	30'		15'	84%
522	Live oak	<i>Quercus virginiana</i>	3"	18'		8'	85%
523	Umbrella tree	<i>Schefflera actinophylla</i>	10"	30'		12'	Nuisance Tree per Code
524	Live oak	<i>Quercus virginiana</i>	8"	35'		18'	72%
525	Laurel oak	<i>Quercus laurifolia</i>	47"	55'		40'	72%
526	Live oak	<i>Quercus virginiana</i>	5"	20'		16'	68%
527	Laurel oak	<i>Quercus laurifolia</i>	3"	18'		8'	72%
528	Laurel oak	<i>Quercus laurifolia</i>	12"	40'		20'	81%
529	Live oak	<i>Quercus virginiana</i>	18"	45'		30'	81%
531	Laurel oak	<i>Quercus laurifolia</i>	3"	30'		14'	68%
532	Live oak	<i>Quercus virginiana</i>	5"	25'		15'	78%
533	Live oak	<i>Quercus virginiana</i>	5"	25'		10'	50%
535	Brazilian pepper	<i>Schinus terebinthifolia</i>	37"	45'		50'	Nuisance Tree per Code
536	Live oak	<i>Quercus virginiana</i>	11"	45'		20'	90%
537	Live oak	<i>Quercus virginiana</i>	17"	35'		30'	85%
538	Live oak	<i>Quercus virginiana</i>	4"	20'		10'	85%
539	Live oak	<i>Quercus virginiana</i>	3"	20'		20'	85%
540	Live oak	<i>Quercus virginiana</i>	22"	50'		35'	84%
541	Live oak	<i>Quercus virginiana</i>	10"	45'		15'	84%
542	Live oak	<i>Quercus virginiana</i>	26"	50'		45'	84%

Tree Number	Common Name	Genus Species	DBH (Inches)	Overall Height (Feet)	Palm Height (CT/GW) (Feet)	Canopy Spread (Feet)	Condition Rating Percentage
543	Live oak	<i>Quercus virginiana</i>	8"	40'		15'	84%
544	Live oak	<i>Quercus virginiana</i>	7"	35'		15'	84%
545	Live oak	<i>Quercus virginiana</i>	7"	40'		20'	81%
546	Live oak	<i>Quercus virginiana</i>	13"	45'		30'	84%
547	Live oak	<i>Quercus virginiana</i>	18"	50'		45'	84%
548	Live oak	<i>Quercus virginiana</i>	8"	30'		30'	84%
549	Live oak	<i>Quercus virginiana</i>	13"	45'		30'	84%
550	Live oak	<i>Quercus virginiana</i>	6"	25'		25'	84%
551	Live oak	<i>Quercus virginiana</i>	25"	45'		35'	84%
552	Live oak	<i>Quercus virginiana</i>	25"	45'		30'	78%
553	Live oak	<i>Quercus virginiana</i>	9"	35'		20'	85%
554	Live oak	<i>Quercus virginiana</i>	4"	15'		5'	78%
555	Live oak	<i>Quercus virginiana</i>	14"	45'		30'	84%
556	Live oak	<i>Quercus virginiana</i>	12"	25'		15'	85%
557	Live oak	<i>Quercus virginiana</i>	6"	35'		8'	78%
558	Live oak	<i>Quercus virginiana</i>	15"	40'		25'	84%
559	Laurel oak	<i>Quercus laurifolia</i>	11"	40'		20'	84%
561	Live oak	<i>Quercus virginiana</i>	15"	50'		40'	84%
562	Live oak	<i>Quercus virginiana</i>	4"	15'		10'	85%
563	Ear leaf acacia	<i>Acacia auriculiformis</i>	15"	35'		25'	Nuisance Tree per Code
564	Live oak	<i>Quercus virginiana</i>	11"	40'		25'	85%
565	Brazilian pepper	<i>Schinus terebinthifolia</i>	25"	25'		20'	Nuisance Tree per Code
566	Live oak	<i>Quercus virginiana</i>	12"	40'		25'	78%
567	Live oak	<i>Quercus virginiana</i>	13"	40'		30'	78%
568	Ear leaf acacia	<i>Acacia auriculiformis</i>	17"	40'		25'	Nuisance Tree per Code
569	Live oak	<i>Quercus virginiana</i>	11"	40'		25'	78%
570	Live oak	<i>Quercus virginiana</i>	8"	30'		18'	72%
571	Laurel oak	<i>Quercus laurifolia</i>	16"	45'		35'	78%
572	Live oak	<i>Quercus virginiana</i>	19"	40'		30'	78%
573	Live oak	<i>Quercus virginiana</i>	17"	40'		30'	78%
574	Brazilian pepper	<i>Schinus terebinthifolia</i>	38"	30'		30'	Nuisance Tree per Code
575	Queen palm	<i>Syagrus romanzoffiana</i>	5"	16'	8'		90%
576	Live oak	<i>Quercus virginiana</i>	16"	45'		40'	78%
577	Live oak	<i>Quercus virginiana</i>	7"	30'		15'	72%
578	Live oak	<i>Quercus virginiana</i>	22"	50'		45'	81%
593	Cabbage palm	<i>Sabal palmetto</i>	14"	22'	15'	15'	90%
594	Cabbage palm	<i>Sabal palmetto</i>	14"	22'	15'	15'	90%
595	Cabbage palm	<i>Sabal palmetto</i>	14"	22'	15'	15'	90%
596	Cabbage palm	<i>Sabal palmetto</i>	14"	22'	15'	15'	90%

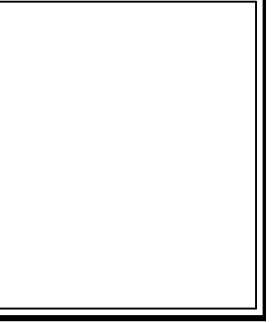
ADDED TREES AND CHART	7/04/2025	R/J
ADDED OFFSITE AREAS	6/20/2025	D/H
ADDED SEWER & WATER INFORMATION	3/30/2025	R/J
ADDED TREES	3/10/2025	D/H
REVISIONS	DATE	BY
FILE NAME	T1333 ALTA+TOPOGRAPHIC SURVEY.MXD 1988.dwg	

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



TIDES AT DEERFIELD BEACH
 ALTA/NSPS LAND TITLE SURVEY
 & TOPOGRAPHIC SURVEY

DATE 2/25/2025
 DRAWN BY R/J
 F.B./ PG. ELEC.
 SCALE 1"=30'



JOB # 11333
 SHT.NO. 5
 OF 5 SHEETS



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

ATTACHMENT E APPLICATION FOR REZONING

Pursuant to Code Section 98-12.

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

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

REQUIRED SUBMITTALS

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

- Complete Application** (*Including Development Plan Application Form*)
- Application Processing Fee** (*See fee schedule*)
- Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- (2) 24"x 36" and (1) 11"x 17" Copies of Current & Up-to-Date Boundary Survey** meeting the requirements of Code Section 98-13(8)(b).
- One (1) Digital CD** of required submittals listed above must be provided.

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

Public Notice and Advertising Requirements

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

B. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

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

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

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

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

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

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

**Tides at Deerfield
Rezoning Narrative
July 11, 2025**

K. Hovnanian Tides at Deerfield Beach LLC (“Applicant”) is the contract purchaser of the +/- 4.47 acre property generally located on the southeast side of Deer Creek Country Club Boulevard and the north side of W Hillsboro Boulevard (Folio # 4842 03 05 0010) (“Property”), in the City of Deerfield Beach (“City”). The Property has a zoning designation of B-1, Community Business, and a land use designation of Commercial. The Property is currently vacant, and the Applicant proposes to develop it with a 43-unit townhome community (“Project”). To develop the Project as proposed, the Applicant is requesting to rezone the Property from B-1 to RM-15 (Multifamily Residence). In conjunction with the rezoning, the Applicant is also seeking site plan approval, a plat note amendment, and an allocation of residential flex units.

The proposed Project thoughtfully utilizes a currently vacant site to provide a well-designed, 43-unit townhome community that fits seamlessly into the existing neighborhood. This Project supports the creation of a balanced, walkable environment by adding residential options close to commercial amenities and services. Its scale and design respect the surrounding uses, helping to enhance the overall character of the area while meeting the City’s growing housing needs. The development incorporates thoughtful site planning and architectural features that complement the neighborhood’s existing style, ensuring a cohesive and attractive residential addition to the area.

As stated above, in order to develop the proposed Project, the Applicant is requesting to rezone the Property from Community Business (B-1) to Multi-Family Residence (RM-15). The Applicant is in compliance with all five (5) criteria standards, as provided below:

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

The proposed rezoning will not result in spot zoning. Spot zoning is typically defined as a zoning that occurs on a relatively small parcel and is out of character with the zoning of the surrounding area. In this case, the Property is surrounded by a mix of uses, including single-family homes and apartments to the south and additional apartments to the north and east. In fact, the properties to the north and east are zoned RM-15, which is consistent with the proposed zoning. Additionally, just west of the Property are several major commercial destinations, a Super Target, Sprouts

Market, and the Deerfield Mall, all within walking distance. The area also includes numerous restaurants (both sit-down and fast casual), medical offices, and religious institutions. This mix of nearby residential and non-residential uses makes the Property well-suited for residential development and supports its role in creating a vibrant, walkable live-work-play environment.

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

The proposed rezoning to RM-15 is consistent with several goals, objectives, and policies of the City's Comprehensive Plan as detailed below:

Policy FLU 1.1.9: The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

The proposed townhouse development will diversify the housing opportunities for the City residents and refresh the housing stock.

Policy FLU 1.4.1: The City's subdivision regulation shall incorporate a review process for assessing the adequacy of public services and facilities. New residential development shall be established only within those areas where adequate public services and facilities exist, or are scheduled to be available in accordance with the City's adopted Capital Improvement element.

As demonstrated, adequate public services and facilities currently exist to serve the proposed new development.

Objective FLU 2.3: Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new urban development into areas where necessary regional and community facilities and services exist.

The Property is currently vacant within an urban area of the City where regional and community facilities and services already exist.

Goal FLU 3.0: Redevelop blighted and deteriorated sections of the City to provide adequate and affordable housing for a variety of income and ethnic groups, promote local businesses to support those residents, increase employment, decrease crime and expand the tax base.

The Property is currently vacant. Redevelopment of the Property into a new townhouse community will bring a different housing type into the area and provide increased housing options to the residents of the City of Deerfield Beach.

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

Conditions have substantially changed since the Property was classified B-1 on the City's Zoning Map. Since the time the current commercial zoning was established, the area surrounding the Property has experienced substantial change. The Property is located along a major thoroughfare, which has evolved to support a dynamic mix of uses, including residential neighborhoods, shopping centers like Super Target, Sprouts Market, and the Deerfield Mall, as well as numerous restaurants, medical offices, and religious institutions. The continued development of both residential and commercial uses in close proximity reflects a shift toward a more integrated, mixed-use environment. The proposed rezoning would align the Property with this evolution and support the area's role as a walkable, livable corridor that balances housing, services, and employment opportunities.

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

The proposed change will not adversely affect residential living conditions in the adjacent or nearby communities. The multifamily developments directly abutting the Property are already zoned RM-15, consistent with the proposed zoning. The single-family homes to the south are buffered by Hillsboro Boulevard, a major thoroughfare, and a commercial strip center, providing both physical and visual separation from the Project. Additionally, the proposed development consists of only 43 townhomes, which is 24 units below the maximum density permitted under the RM-15 zoning district. This lower density helps ensure compatibility with surrounding residential uses and minimizes potential impacts on nearby neighborhoods.

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

The proposed change is compatible with the existing developments and zoning within 500 feet of the Property. To the north and east, the adjacent properties are developed with multifamily residential uses and are zoned RM-15, consistent with the proposed zoning. To the south, single-family homes are separated from the Property by Hillsboro Boulevard, a major thoroughfare, and a commercial strip center that provides an additional buffer. To the west, the area includes a mix of regional commercial uses such as a Super Target, Sprouts Market, and the Deerfield Mall. The proposed 43-unit townhome development is residential in nature and designed at a lower density than what is permitted under the RM-15 district. The proposed zoning

and development are in harmony with the existing land use pattern and will complement the character of the surrounding neighborhood.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Tides at Deerfield Beach	Application No.:	25-RM15-69
Reviewer Name:	Emily Cortez	Project Address:	3116 Deer Creek Country Club Blvd
Department/Division:	Planning and Development		
Position:	Planner II		
Date of Review:	February 12, 2026		
Submittal No.:	3		

Future submittals will not be accepted if they are not in the required sheet order and/or missing sheets. Refer to comment B2 regarding sheet order.

A. GENERAL COMMENTS:

	The Project coordinator, Emily Cortez, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.				
1.					
1a.	Comment acknowledged.				
2.	The initial site plan application fee includes the first review plus two resubmittals. Per Section 98-13(b)(4) and as provided in the City's fee schedule (Resolution 2018/194), any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee to be submitted for each submittal thereafter, which will be \$759.				
2a.	Comment acknowledged.				
3.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.				
3a.	Comment acknowledged.				
4.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. <table style="margin-left: 40px; width: 60%;"> <tr> <td>1. Fire Rescue</td> <td style="text-align: right;">\$6,241.45</td> </tr> <tr> <td>2. Police</td> <td style="text-align: right;">\$2,761.03</td> </tr> </table>	1. Fire Rescue	\$6,241.45	2. Police	\$2,761.03
1. Fire Rescue	\$6,241.45				
2. Police	\$2,761.03				

Development Plan Application Comments

	3. Parks	\$44,290
4a.	Comment acknowledged.	
5.	Applicants are required to compensate the city for any costs associated for reviews made by a City consultant for items such as traffic and noise. The Certificate of Concurrency Letter shall not be issued until all associated fees are paid.	
5a.	Comment acknowledged.	
6.	This property is subject to Broward County transportation concurrency approval, based on the level of development intensity shown on the plat for this site. At this time, the applicant is advised to verify with Broward County whether an amendment to the restrictive note on the plat is required. Plat note amendments also require City approval pursuant to subsection 98-17 of the Land Development Code. The issuance of building permits may be delayed until such requirements are satisfied.	
6a.	Comment acknowledged.	
7.	Contact Broward County Resilient Environment Department, Urban Planning Division, Development and Environmental Review, 954-357-6666, Option 2, DERPLans@broward.org for the issuance of the Transportation Concurrency Certificate and Environmental Certificate.	
7a.	Comment acknowledged.	
8.	Contact Broward County Resilient Environment Department, Environmental Engineering and Permitting (954-519-1483 and EEPD@broward.org) to determine if there are any jurisdictional wetlands that need to be mitigated or provide proof of prior mitigation.	
8a.	Comment acknowledged.	
9.	Provide evidence that the wording of the plat note amendment, as submitted in this application, meets approval from Broward County Urban Planning Division.	
9a.	Comment acknowledged.	
10.	As of February 1, 2008, the Public-School Impact Application (PSIA) must be submitted to the School Board of Broward County for developments that are required to submit to the School District. Evidence of submittal of the PSIA is required prior to submittal of a development application with a residential component to the City. Be advised that the Broward County School District will not accept any development application that does not include the attached form and the appropriate application fee. The form is available at http://www.broward.k12.fl.us/propertymgmt/#GrowthMgmt . If you have any questions, contact Chris Akagbosu at 754-321-8352. A copy of the school capacity availability determination (SCAD) letter from the School Board of Broward County must be submitted to the Planning and Development Services Department prior to City Commission approval of a site plan for a residential development. Please note that school capacity availability determination has a six-month expiration period. An updated copy of the determination letter will be required prior to City Commission approval.	
10a.	Comment acknowledged.	
11.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is encouraged to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant should invite all	

Development Plan Application Comments

	properties within 500 feet of the subject site. If a meeting is held, please provide Planning and Development Services staff with the meeting details for record on the file.
11a.	Comment acknowledged.
12.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
12a.	Comment acknowledged.
13.	Per Sec. 98-35 All applications proceeding to City Commission shall comply with requirements for public notice, including payment of all required public notification fees, submittal of all documents and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
13a.	Comment acknowledged.
14.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
14a.	Comment acknowledged.
15.	A cost recovery deposit for XXXX (traffic, legal, noise) services is required to be paid by the Applicant per Ch.98, Art. VII of the Deerfield Beach Land Development Code. The amount of the deposit will be provided under separate cover. The deposit is to be made payable to the City of Deerfield Beach. Payment is required prior to the next review or the submittal will be considered incomplete. For the entirety of the project, the applicant must have a positive balance of not less than \$300.00 in their cost recovery account. At any time, the applicant's account is below this amount, the applicant will be required to deposit additional funds as needed.
15a.	Comment acknowledged.
16.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
16a.	Comment acknowledged.
17.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.
17a.	Comment acknowledged.
18.	Per Section 98-14(j), Expiration or extension of site plan approval. A site plan approval shall expire 18 months following the date of approval unless a building permit for a principal building as required by the Florida Building Code, has been issued to the applicant and kept in force so that work is proceeding towards a

Development Plan Application Comments

	completion of the site and project in a commercially reasonable time.
18a.	Comment acknowledged.
19.	Be advised that based on the corrections requested, additional DRC comments may be forthcoming following resubmittal.
19a.	Comment acknowledged.
20.	Are these fee-simple/for sale townhome units? If so, each unit must indicate a building number and unit number. Fee-simple homes will require individual surveys at time of Certificate of Occupancy.
20a.	Comment addressed.

B.

APPLICATION:	
1.	Per Section 98-13(b)(8) all pages must be signed and sealed as well as being consistently scaled using a measurement found on a civil engineer's scale. The provided site plan, landscape plan, and irrigation plan do not have a consistent scale. Choose either 1" = 40' or 1" = 20'.
1a.	Comment addressed.
2.	Per Section 98-13(b)(8), The applicant is required to provide the development plan in the required sheet order. Revise the plan sheets to be in the following order: Cover Page, Survey, Site Plan, Site Plan Details (as needed), Elevations, Floor Plans, Landscape Plan, Irrigation Plan, Photometric Plan. We require stapled sets in the above sheet order. We do not need renderings until we are ready for Community Appearance Board.
2a.	Comment addressed.
3.	Per Section 98-13(8)(j) The attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.
3a.	Comment acknowledged.
4.	Per Section 98-13(b)(7) Provide a receipt from the district showing that a Public-School Impact Application (PSIA) has been accepted for the application.
4a.	Comment addressed.
5.	Be sure that all sheets are facing the same orientation.
5a.	Comment addressed.
6.	While its less than 500 trips, entrance and exit are in line with the existing west entrance and exit creating a 4-way intersection. As the newly proposed intersection will be within an approximate 275 feet from Hillsboro Blvd and the proposed NVAL location, per section 98-17(2), a site-specific traffic study will be required to show the impact upon Deer Creek (DC) Country Club Blvd. Additionally, staff has concerns that a vehicle heading left or straight on DC Country Club Blvd will not have the appropriate space between the road and the median for a midsection stall.
6a.	Comment addressed.
7.	Consider expanding the dedicated right turn only lane that conflicts with existing bike lane. Offsite improvements may be needed.

Development Plan Application Comments

7a.	Comment acknowledged, see response to comments.
8.	Prior to the resubmittal, a traffic methodology letter must be submitted.
8a.	Comment addressed.

C.

COVERPAGE:	
1.	Provide a cover page.
1a.	Comment addressed.
2.	Per Section 98-13(8)(a)(1) Provide the name of project, address and folio number.
2a.	Comment addressed.
3.	Per Section 98-13(8)(a)(2) Provide the project description and scope of work.
3a.	Comment addressed.
4.	Per Section 98-13(8)(a)(3) Provide a location map showing adjacent land use and zoning and all curbs and median cuts within 300 feet.
4a.	Comment not addressed. In addition to the location, provide adjacent land use and zoning and all curbs and medians cuts within 300 feet.
4b.	Comment addressed.
5.	Per Section 98-13(8)(a)(4) Provide a table of contents.
5a.	Comment addressed.
6.	Per Section 98-13(8)(a)(5) Provide contact information of the applicant, property owner, and architect/engineer of record.
6a.	Comment partially addressed. Provide a main phone number or email.
6b.	Comment addressed.
7.	Per Section 98-13(8)(a)(6) Provide the revision date.
7a.	Comment addressed.

D.

SURVEY:	
1.	No comments.

E.

SITE PLAN:	
1.	Per Section 98-88(e), Minimum width of an aisle designed and intended for maneuvering of an automobile into a parking space, shall be in conformance with Schedule C. Standard driveway aisles are a minimum of 24' wide. The site plan proposes the use of the gutters to contribute to the driveway aisle and resident driveways, that is not permitted. Are you requesting a variance?
1a.	Comment addressed.
2.	If 3-bedroom units are being proposed, the driveway must accommodate for 2 parking spaces and the garage for the additional parking with a minimum width of 18 feet.
2a.	Comment addressed.
3.	Per Section 98-88(n), residential compact spaces may be provided in an amount not to exceed 75 percent of the total parking spaces provided on the site. Provide a table for the parking spaces and the sizes for guest parking.
3a.	Comment addressed.
4.	Per Section 98-88(n), Standard and compact parking spaces shall meet the

Development Plan Application Comments

	requirements of Schedule C for size and configuration for guest parking.
4a.	Comment addressed.
5.	Per Schedule C, all spaces shall be provided with concrete wheel stops or extruded curbing placed 30 inches from the edge of the pavement for guest parking.
5a.	Comment addressed.
6.	Provide the measurement for the guest parking spaces measured from the sidewalk curb. Overhang onto the sidewalk is not permitted.
6a.	Comment addressed.
7.	Per Section 98-13(8)(c)(4) Provide existing and proposed ground mounted electrical and mechanical equipment and screening. Where is the pool equipment being located? Where are the A/C units? On the roof or ground?
7a.	Comment addressed.
8.	Per Section 98-13(8)(c)(5) Provide proposed fences and walls, including location, construction material, dimensions, setbacks, and height. What is the proposed height for the fences? Provide details of all types of fencing/walls being proposed,
8a.	Comments addressed.
9.	Per Section 98-13(8)(c)(7) Provide existing and proposed light pole locations.
9a.	Comment addressed.
10.	Per Section 98-13(8)(c)(9) Provide dumpster locations and detail for both trash and recycling showing required screening. Will it be dumpster enclosures or private bins?
10a.	Comment addressed.
11.	Per Section 98-13(8)(c)(11) Provide location of ADA compliant access to the rights-of-way.
11a.	Comment addressed.
12.	Per Section 98-13(8)(c)(13) Provide the location of all existing and proposed fire hydrants, if any.
12a.	Comment addressed.
13.	Per Section 98-13(8)(c)(15) Provide the location of all existing and proposed above ground and below ground storage tanks, if any.
13a.	Comment addressed.
14.	<p>Per Section 98-13(8)(c)(16) The site data table is missing the following information:</p> <ul style="list-style-type: none"> • Gross and net acreage of total site: Gross includes ½ of the right-of-way, Gross should be 4.73 per the survey, should just be a typo on the site plan data table. • Total percentage of landscaped open space: is the landscaping within the townhomes included in the overall landscape percentage? Provide • Existing and proposed land uses and zoning designations: Rezoning application is requesting RM-15 and site plan shows RM-10 regulations. • Square footage of all existing and proposed uses • Minimum building setback to all property lines (existing, required and proposed): The proposed entry way, Deer Creek Country Club Blvd, is considered the front yard, the entire curve. The rear is the east property line bordering multiple properties. The street side is bordering W Hillsboro Blvd. The 2 interior sides are bordering the property at 3275 W Hillsboro Blvd. • Provide a setback table for each (8-unit and 9- unit) townhomes from their property lines. • Total number of access spaces (existing, required, and proposed), including compact spaces: The parking ratio for 3 bedrooms is 2.5 for each unit, not

Development Plan Application Comments

	2 spaces per unit and .50 for guests. Guests' spaces are encouraged but not required. Break it down Fix the site data tables to show RM-15 dimensional regulations and not RM-10.
14a.	Comment partially addressed. Provide a setback table for each (8-unit and 9- unit) townhomes from their property lines.
14b.	Comment addressed.
15.	Per Section 98-13(8)(c)(10) Provide proposed location and elevations of wall sign areas and ground sign locations. The setback of the monument sign is determined by the size of the sign per sec 102-8.
15a.	Comment addressed.
16.	The site data table states the proposed zoning designation is RM-10 however, the rezoning application is requesting RM-15. Be consistent.
16a.	Comment addressed.
17.	The driveway for the unit in the NE corner is too close to the gates. It may pose a problem getting in and out of the driveway. It is recommended to have a minimum 5' setback.
17a.	Comment addressed.
18.	Concrete wall at the SW corner cannot be within the landscape buffer.
18a.	Comment addressed.
19.	Provide detail of entrance and exit gates.
19a.	Comment addressed.
20.	Walkways appear to be in the middle of the dividing lines for each townhome.
20a.	Comment addressed.
21.	If providing fences for each unit, they must provide a gate for fire emergency.
21a.	Comment acknowledged.
22.	It appears the only mail kiosk is adjacent to the pool and cabana, which does not provide for sufficient parking for pick-up of mail, is one mail kiosk sufficient for 43 dwelling units?
22a.	Comment addressed.
23.	Show adjacent property to see if the proposed entrance aligns with the existing entrance/exit across the street.
23a.	Comment addressed.
24.	Provide the setback dimensions from the edge of patio cover to the rear property line.
24a.	Comment addressed.

F.

ELEVATIONS:	
1.	Per Section 98-13(8)(d)(1) Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including height, dimensions, color, surface materials and texture.
1a.	Comment addressed.
2.	Per Section 98-13(8)(d)(2) Provide the general location of building wall signs and conceptual monument sign, if any.
2a.	Comment addressed.
3.	Per Section 98-13(8)(d)(3) Show the location of all mechanical equipment showing adequate concealment.
3a.	Comment addressed.
4.	Per Section 98-13(8)(d)(4) Show the height of all buildings, overhangs, and

Development Plan Application Comments

	canopies. Must provide a minimum 14-foot height for fire access.
4a.	Comment addressed.
5.	Per Section 78-7(b)(1) Building standards shall apply to all elevations of a building or structure.
5a.	Comment addressed.
6.	Per Section 78-7(b)(2) Exterior elevations shall be designed such that all building facades include substantial wall articulation (such as projecting ribs, columns, reveals and offsets) to avoid the effect of a single long or massive wall.
6a.	Comment partially addressed. North and South elevations must have some wall articulation.
6b.	Comment addressed.
7.	Per Section 78-7(b)(3) Structures shall be of an appropriate scale and mass that is designed in context with their sites, neighboring buildings and developments, and the community.
7a.	Comment addressed.
8.	Per Section 78-7(b)(7) A coordinated palette of colors, with a minimum of two colors shall be proposed for each building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors. Bright or brilliant colors shall be minimized and may be used only for accents and must be compatible with the overall color scheme. Per the rendering, it meets the standards however, make sure it is notated on the elevations.
8a.	Comment addressed.
9.	We recommend to have an alternate color palette for the buildings.
9a.	Comment acknowledged.
	New Comments 12/8/25
10.	Per Section 78-7(b)(13), a minimum of two building materials used on all elevations. Previous submittal had renderings showing 2 different materials being used.
10a.	Comment addressed.

G. FLOOR PLANS:

1.	Remove struck details from plans.
1a.	Comment addressed.
2.	Blow-ups of specific rooms are not required. Try to have both floors for Alpharetta II on the same page.
2a.	Comment addressed.
3.	Is a covered patio being proposed? If not remove from plans. The plans show an "X" on top of the covered patio floor plan.
3a.	Comment addressed.
4.	In reference to comment E7, are the A/C units on the roof? If so, show that there is proper screening.
4a.	Comment addressed.
5.	Further clarify the reference to Bayside at Lakes Townhomes branding and East Group Orlando. Provide correct location or remove from plans. Remove the page number count and date of 7/19/2024 on the floor plan sheets.
5a.	Comment addressed.
6.	Provide page numbers and ensure they are included on the cover page sheet index.

Development Plan Application Comments

6a.	Comment addressed.
7.	Provide scale for floor plans.
7a.	Comment addressed.
8.	Garage appears to have a portion where one can't fully drive in. Is there a concrete ledge or where would the car have to stop? Minimum parking space length is 20 feet and the floor plan indicates less due to possible additional features inside garage. Provide scaling and show that a regular size vehicle can fit within the garage.
8a.	Comment addressed.
9.	Is there an Alpharetta I or Marietta I to be proposed?
9a.	Comment addressed.

H.

LANDSCAPING PLAN:	
1.	Calculations show that the minimum landscaping is not met. To verify, provide the AutoCAD file.
1a.	Comment addressed.
2.	Per Section 98-13(8)(f)(2) Provide a landscape calculation table and mitigation table.
2a.	Comment addressed.
3.	Per Section 98-13(8)(f)(3) Provide a tree survey indicating the location, number, names, species, size, disposition, and condition of all existing trees and vegetation on-site to be preserved, relocated, or removed.
3a.	Comment addressed.
4.	Per Section 98-13(8)(f)(6) Provide the location and label existing and proposed site lighting.
4a.	Comment addressed.
5.	Per Section 98-13(8)(f)(7) Provide the location and label existing and proposed fire hydrants and Fire Department check valves, if any.
5a.	Comment addressed.
6.	Per Section 98-80(h), all new development shall where possible apply green infrastructure practices. Applicant has the opportunity to provide additional storage capacity for retention areas in the form of littoral shelf or cypress tree installation in the large retention area.
6a.	Comment addressed.

I.

IRRIGATION PLAN:	
1.	Per Section 98-13(8)(g)(5) Provide the location and label existing and proposed site lighting.
1a.	Comment addressed.
2.	Per Section 98-13(8)(g)(6) Provide the location and label existing and proposed fire hydrants and Fire Department check valves, if any.
2a.	Comment addressed.
3.	Per Section 98-13(8)(g)(7) Provide the location and dimensions of all easements and above ground utility lines, FPL boxes and other related structures.
3a.	Comment addressed.

Development Plan Application Comments

J. PHOTOMETRIC PLAN:

1.	Per Section 98-13(8)(h)(4) Provide the location of all existing and proposed easements, notating any above ground utility lines.
1a.	Comment addressed.
2.	Per Section 98-13(8)(h)(5) Provide the location of all existing off-site lighting, including rights-of-way lighting.
2a.	Comment addressed.
3.	Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing maximum height, building material and color.
3a.	Comment addressed.

K. ADDITIONAL COMMENTS:

1.	Prior to resubmittal, contact Emily Cortez and Ruthie Jusino at ecortez@deerfieldbeachfl.gov and rjusino@deerfieldbeachfl.gov , respectively, to schedule a Development Review Committee meeting.
1a.	Comment acknowledged.
2.	All resubmittals shall be provided with a written narrative responding to all comments.
2a.	Comment acknowledged.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Tides at Deerfield Beach	Application No.:	25-B1-215
Reviewer Name:	Harold Hoyte	Project Address:	W Hillsboro Blvd.
Department / Division:	Landscape		
Position:	Urban Forester		
Date of Review:	3/6/26		
Submittal No.:	3		

A.	LANDSCAPING PLAN: Zoning B-1	
1.	Coordinate chart data for the overall site square footage—sheet SP1-194,713 sq ft and sheet LP4 -194,766 sq. ft.	
1.a	Comment addressed 12.24.25.	
2.	Verify the landscape area total shown on the plan by emailing an AutoCAD file showing the square footage of the landscape areas.	
2.a	Comment addressed 12.24.25.	
3.	Submit a typical building landscape plan for each building type. This will facilitate receiving the Certificate of Occupancy (CO) for each building separately.	
3.a	Comment addressed 12.24.25.	
4.	Per Section 98-80 (e)(9), add one interior island for every 10 parking spaces. 20/10=1 island.	
4.a	Comment addressed 12.24.25.	
5.	Per Section 98-80 (e)(11), add one interior island tree and 20 shrubs or groundcovers.	
5.a	Comment addressed 12.24.25.	
6.	Per Section 98-81 (h)(2) mitigation, once determined, may be achieved in two ways: (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees that cannot be mitigated on-site, the applicant will have to pay into the Tree Preservation Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized (can be a combination of the two options). Mitigation is to be 1.5 times canopy per section 98-81 (h)2 (e); for palms or trees not mitigated on-site, pay into the Tree Preservation fund at a rate of \$200 for every 3 inches Diameter at Breast Height (DBH). Note that existing or proposed trees cannot be used to meet this requirement. Provide a tree disposition chart of existing trees to be removed, showing height, spread, condition (in percentage), and DBH. Add a column for mitigation calculations.	
6.a	Pay \$294,150.00 to the Tree Preservation Fund.	

Development Plan Application Comments

7.	Appraisals are required for specimen trees (18 inches DBH or more and in good condition (60% or better)). The Trunk Method is in 'The Guide for Plant Appraisal,' 9th Edition.
7.a	Comment addressed 12.24.25.
8.	Per Section 98-80 (e)(14), 23 trees or 69 palms are required; zero trees or zero palms are shown along the facades. Add the landscape areas shown on the rendering of the "Sample Elevation" to the site landscape plan.
8.a	Comment addressed 12.24.25.
9.	Submit the appraisal calculations for the specimen trees or email the Tree Inventory and Assessment document dated July 1, 2025, in a format that allows us to access the calculations.
9.a	Comment addressed 12.24.25.
10.	Add littoral planting to the dry retention areas.
10.a	Comment addressed 12.24.25. Area not permanently wet.
11.	Per Section 98-80 (j), screen above-ground elements with landscape. This includes, but is not limited to, dumpsters, transformers, and air conditioning units.
11.a	Comment addressed 12.24.25.
12.	On the tree disposition plan, add all trees or palms within 10 feet of the property. The NE corner has plant material that should be added. Show the trees' actual canopy on the landscape plan.
12.a	Comment addressed 12.24.25.
13.	Consider adding swale trees to help offset the tree mitigation requirement. Note that required trees and palms do not count toward reducing the mitigation calculation, for example, required buffer and interior trees.
13.a	Comment addressed 12.24.25.
14.	Per Section 98-80 (e)(2), 31 large trees are required; only 16 are provided on the 5-foot perimeter buffer. Add 15 large trees. note there is an excess of 6 small trees in this buffer.
14.a	Comment addressed 12.24.25.
	<u>New Comments</u>
15.	Add tree numbers to the planting plans for retained trees.
15a	Comment addressed 3.6.26.
16.	Remove or relocate trees in the lighting offsets, for example, on the south property line.
16.a	Comment addressed 3.6.26.
17.	Remove or relocate the Verawood (BA) on the south property line under the Black Olive tree canopy.
17.a	Comment addressed 3.6.26.

B.

IRRIGATION PLAN:	
1.	Submit a rain sensor location and detail(s).
1.a	Comment addressed 3.6.26.
2.	Submit a typical building irrigation plan for each building type. This will facilitate receiving the Certificate of Occupancy (CO) for each building separately.
2.a	Comment addressed 3.6.26.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	TIDES OF DEERFIELD BEACH	Application No.:	25-RM15-69
Reviewer Name:	CAPT. MIKE HEFFERON		
Department / Division:	FIRE PREVENTION BSO		
Position:	CAPTAIN		
Date of Review:	02/12/2026		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

	APPLICATION / GENERAL COMMENTS:
1.	<p>A complete set of permitted plans must be submitted for review and approval prior to all construction.</p> <p>All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 7TH Ed., NFPA 1-Fire Code, Florida Edition 2018, NFPA 101-Life Safety Code, Florida Edition 2018.</p>
	<u>ADDRESSED</u>
	<u>NOT ADDRESSED</u>
2.	<p>PROVIDE A HYDRANT FLOW TEST TO DETERMINE THE AVAILABLE WATER SUPPLY TO THIS PROJECT AND SHALL BE PREPARED BY A PROFESSIONAL ENGINEER BASED ON THE FLORIDA FIRE PREVENTION CODE 8TH EDITION (NFPA 1 18.4.5.3 BUILDINGS OTHER THAN 1 AND 2 STORY RESIDENTIAL BUILDINGS) A FIRE HYDRANT FLOW TEST SHALL BE CONDUCTED BEFORE ANY BUILDING PERMIT CAN BE ISSUED AND/OR ANY VERTICAL RISE OF THIS PROJECT CAN BEGIN</p>
	ADDRESSED

B. SITE PLAN:

	SITE PLAN:
1.	<p>PROVIDE TURNING RADIUS THROUGHOUT 38FT INSIDE AND 50 FT OUTSIDE RADIUS</p>
	ADDRESSED

Development Plan Application Comments

2.	PROVIDE FIRE HYDRANT LOCATION ON DEER CREEK BLVD (SHALL BE NO MORE THAN 350 FT FROM BLD 1 (EMERGENCY ACCESS EXIT AREA AND MAIN ENTRANCE BLD 5 FIRE HYDRANT)
	ADDRESSED
3.	PROVIDE "CLICK 2 ENTER" FOR ALL ELECTRIC GATES
	ADDRESSED
4.	EXPLAIN STABILIZED MATERIAL FOR EMERGENCY ACCESS AREA? (38 TONS MINIMUM)
	ADDRESSED
5.	BUILDING ACCESSIBILITY FROM FIRE DEPT ACCESS ROAD EXCEEDS 150 FOR A NON SPRINKLERED BUILDING (BUILDINGS 1,2,3)
	ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Tides at Deerfield Beach Major Site Plan	Application No.:	25-B1-215
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	02-24-2026		
Submittal No.:	3		

A. SITE PLAN:	
1.	No objection to the proposed multifamily development.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Tides at Deerfield Beach Major Site Plan	Application No.:	25-B1-215
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	02-24-2026		
Submittal No.:	3		

A. Conceptual Engineering:

1.	Please provide a hydraulic analysis to demonstrate the existing stormwater system receiving the proposed developed site discharge can accommodate the proposed 21.97 CFS peak discharge for the 25Year-72-hour storm event taking into consideration the tail water elevation in the existing public R/W road system at the time of maximum offsite discharge.
1.a	Comment not addressed.
1.b	Comment addressed.
2.	Provide a water / wastewater demands calculation based on Broward County GUIDELINES FOR DETERMINING ABILITY TO PROVIDE POTABLE WATER AND WASTEWATER SERVICE manual: https://www.broward.org/WaterServices/Engineering/Documents/WWSGuidelineForDeterminingAbilityToServe.pdf
2.a	Comment not addressed.
2.b	Comment Addressed

B. ADVISORY COMMENTS:

1.	Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County
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Development Plan Application Comments

	EPGMD.
2	<p>Please, be aware of the following newly adopted Broward County Ordinance could impact the minimum proposed Finished Floor Elevation of proposed building structures.</p> <p><i>The Broward County Future Conditions 100-Year Flood Map (2060) was implemented beginning July 1, 2021 as a flood protection requirement for building Finished Floor Elevations. Please see attached Ordinance 2021-33 which outlines the updates made to Broward County Code of Ordinances Chapter 27. More specifically, these updates pertain to Section 27-200(b)(5). I have also provided a link to the online GIS Map below:</i></p> <p><i>https://bcgis.maps.arcgis.com/apps/webappviewer/index.html?id=ec160b81e7f84bdeacda62575e817380</i></p>
3.	<p>All work in public right-of-way shall be done in strict compliance with the rules and regulations of the City of Deerfield Beach Code of Ordinances, Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, the Americans with Disabilities Act, AASTHTO "Green Book", Broward County and FDOT.</p> <p>Civil Engineering Plans must include, as applicable, the following:</p> <ol style="list-style-type: none"> a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Standard Details e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition.
4.	<p>DAMAGE BY CONTRACTOR</p> <p>A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area.</p> <p>B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area.</p> <p>C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block.</p> <p>D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.</p>
5.	<p>Prior to issuance of a Certificate of Occupancy, all applicable Water and Sewer connection fees will be paid as stipulated in the City of Deerfield Beach Code Sections 70-132 and 70-75.</p>

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Tides at Deerfield Beach Major Site Plan	Application No:	25-B1-215
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	12/08/2025		
Submittal No:	2		

A. RECYCLING & SOLID WASTE DIVISION:

1.	<p>The above Site Plan Application, located at 3116 Deer Creek Country Club Blvd. Deerfield Beach, FL 33442, has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Division) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles, with the following considerations:</p> <ul style="list-style-type: none"> . The site will be serviced by automated side-loading (ASL) trucks, so residents should place their carts on the curb in front of their homes the night before collection day. <p>The streets adjacent to W. Hillsboro Blvd and Deer Creek Country Club Blvd pose a safety risk to the solid waste trucks during collection. Both roads are cul-de-sacs, and to improve safety, parking must be prohibited on both. It is recommended that these two cul-de-sacs be constructed with sufficient size and radius to allow our trucks to make a U-turn directly onto the streets mentioned above.</p>
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Development Plan Application Comments



REZONING APPLICATION COMMENTS

Project Name:	Tides at Deerfield Beach	Case No.:	25-R-206
Reviewer Name:	Emily Cortez	Project Address:	3116 Deer Creek Country Blvd
Department/Division:	Planning & Zoning		
Position:	Planner II		
Date of Review:	12/9/25		
Submittal No.:	2		

A. APPLICATION / GENERAL COMMENTS:

1.	If writing content within the text boxes, make sure the font is consistent and legible. Some parts are too small.
1a.	Comment addressed.

B. PROPOSED REZONING:

1.	The site area for gross is 4.73 per your survey.
1a.	Comment addressed.
2.	The proposed statement is not a valid reason. Explain why it has to be rezoned. For example, B-1 allows for multi-family however, the stipulations to follow do not align with the applicant's wishes.
2a.	Comment addressed.

C. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA:

1.	No comment.
2.	No comment.
3.	No comment.
4.	No comment.
5.	No comment.



PLAT AMENDMENT REVIEW COMMENTS

Project Name:	Tides at Deerfield Beach	Case No.:	25-P-243
Reviewer Name:	Emily Cortez	Project Address:	3116 Deer Creek Country Club Blvd
Department/Division:	Planning & Zoning		
Position:	Planner II		
Date of Review:	12/9/25		
Submittal No.:	2		

A. APPLICATION / GENERAL COMMENTS:

A. APPLICATION / GENERAL COMMENTS:	
1.	Provide a copy of the existing plat.
1a.	Comment addressed.

B. PROPOSED NOTE AMENDMENT:

B. PROPOSED NOTE AMENDMENT:	
1.	No comment.
2.	It is recommended to reach out to Broward County to verify the right plat note language for consistency.
2a.	Comment addressed.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-256

Agenda Date: 6/2/2026

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2026-048: ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING" SECTION 66-56 "PROHIBITIONS RELATIVE TO STOPPING, STANDING OR PARKING IN SPECIFIC PLACES" OF THE CITY CODE OF ORDINANCES TO PERMIT BACK IN PARKING IN CITY OWNED PARKING AREAS AND SPACES WITH CITY SIGNAGE PERMITTING BACK IN PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, 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

Section 66-56(5) of the City of Deerfield Beach Code of Ordinances currently prohibits back-in parking within parking spaces citywide. As presently written, the provision requires vehicles to enter parking spaces in a forward-facing manner, thereby precluding alternative parking configurations regardless of roadway design or operational context.

During a recent City Commission meeting, a resident raised concerns regarding the existing restriction, prompting staff to reevaluate the provision. In addition, back-in parking may offer several potential benefits, including improved traffic flow, enhanced safety when exiting parking spaces, and greater consistency with practices adopted in other municipalities.

Current Activity

The proposed amendment to Code Section 66-56(5) would remove the existing blanket prohibition on back-in parking and instead authorize such parking in designated areas as approved by the City. Back-in parking would be permitted only where appropriate signage and pavement markings are in place, ensuring clear direction to motorists. The amendment would also provide the City Manager or designee with the authority to determine specific locations where back-in parking is allowed or restricted based on safety, traffic flow, and operational considerations.

Recommendation

Consideration.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 “TRAFFIC AND VEHICLES,” ARTICLE II “STOPPING, STANDING, PARKING” SECTION 66-56 “PROHIBITIONS RELATIVE TO STOPPING, STANDING OR PARKING IN SPECIFIC PLACES” OF THE CITY CODE OF ORDINANCES TO PERMIT BACK IN PARKING IN CITY OWNED PARKING AREAS AND SPACES WITH CITY SIGNAGE PERMITTING BACK IN PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 66-56 of the City’s Code of Ordinances (the “City Code”) establishes regulations and prohibitions related to the stopping, standing and parking of vehicles within the City; and

WHEREAS, Section 66-56(5) of the City Code prohibits back in parking of vehicles in any parking space, which requires vehicles to enter parking spaces in a forward-facing manner, thereby precluding alternative parking configurations regardless of roadway design or operational context; and

WHEREAS, staff has reevaluated this City Code provision and recognizes that back-in parking may offer several potential benefits in certain areas, including improved traffic flow, enhanced safety when exiting parking spaces, and greater consistency with practices adopted in other municipalities; and

WHEREAS, staff is recommending that back in parking should be permitted within any City owned parking spaces and parking areas that are designated with City signage permitting back-in parking; and

WHEREAS, the City Commission finds that it is in the best interests of the citizens and residents of the City to amend City Code Section 66-56(5) as set forth in this Ordinance.

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

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

Section 2. Chapter 66 “Traffic and Vehicles”, Article II “Stopping, Standing, Parking”, Section 66-56 “Prohibitions relative to stopping, standing or parking in specific places” of the City Code is hereby amended to read as follows:¹

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

CHAPTER 66 TRAFFIC AND VEHICLES

ARTICLE II. STOPPING, STANDING, PARKING

DIVISION 3. – REGULATIONS, GENERALLY

Sec. 66-56. – Prohibitions relative to stopping, standing or parking in specific places.

(5) Back in parking ~~not allowed~~ shall be prohibited in any parking space, except in any City owned parking spaces or parking areas that are designated with City signage permitting back-in parking.

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

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

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

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

BUSINESS IMPACT ESTIMATE¹

Meeting Date: June 2, 2026

Agenda Item No. 3

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

Section 66-56 of the City's Code of Ordinances establishes regulations and prohibitions related to stopping, standing and parking of vehicles within the City. Specifically, Section 66-56(5) of the City Code prohibits back in parking of vehicles in any parking space, which requires vehicles to enter parking spaces in a forward-facing manner, thereby precluding alternative parking configurations regardless of roadway design or operational context.

City staff has reevaluated the City Code and recognizes that back-in parking may offer several potential benefits in certain areas, including improved traffic flow, enhanced safety when exiting parking spaces, and greater consistency with practices adopted in other municipalities.

The Proposed Ordinance amends Section 66-56 to permit back-in parking within any City owned parking spaces and parking areas that are designated with City signage permitting back-in parking.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information: NONE

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Development Orders and Development Permits as defined in Section 163.3164, F.S.; Development Agreements pursuant to the Florida Local Government Development Act - SS. 163.322—163.3243
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;

-
- c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).
 - e. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-261

Agenda Date: 6/2/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the development of a Flood Barrier Rebate Program for eligible single-family homesteaded properties located within FEMA designated AE and AH flood zones for flood barrier protection purchases; approving the use of stormwater funds; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City continues to prioritize storm flood initiatives to reduce vulnerability. As part of these efforts, the Department of Environmental Services has developed a proposed Flood Barrier Rebate Program designed to support single family homesteaded property owners to improve flood resilience on their properties.

Approximately 1,500 single-family homes within the City are located in FEMA-identified AE or AH flood zones. Of these, preliminary assessments indicate that more than 200 homes are at a significantly higher risk of flood damage during severe weather events.

To help mitigate this risk, the proposed program would offer eligible single-family, homesteaded properties a rebate of up to \$5,000 for the purchase of flood barrier systems for windows and doors or for City purchased flood barrier protection in the form of interlocking barriers or dam barriers.

Under the rebate scenario, a homeowner may purchase, or may have previously purchased, flood barrier protection that meets the required FEMA protective standards. For new purchases, homeowners are to obtain program eligibility confirmation and approval from the Department prior to purchase whenever feasible. Homeowners who previously purchased qualifying flood barrier systems on or after November 1, 2025, may also apply for reimbursement under the retroactive provisions of the program. Following submission of the application and supporting documentation, the City will conduct an inspection to verify that the installed barriers comply as an approved system.

Under the City purchased scenario, the City will purchase products that may be used in a storm event. These products may vary based on the home and layout. The City in coordination with the homeowner would determine product need.

Initial cost to the storm water fund could be up to \$1,000,000. Funding would be made available through the Stormwater Fund. If the initial program is successful and demonstrates measurable

benefits to residents and property protection, staff may return to the Commission in subsequent years with a recommendation to expand eligibility to other homesteaded homeowners located in AE or AH flood zones.

NEXT STEPS

Staff will finalize program guidelines, develop application and review procedures, and prepare public outreach materials. Pending Commission approval, staff anticipates launching the program by July 1, 2026.

Current Activity

Staff has conducted a preliminary review of FEMA flood zone mapping and identified approximately 1,500 single-family homes located within AE and AH flood zones throughout the City. In coordination with the City's stormwater and resiliency initiatives, the Department has evaluated potential flood mitigation measures and developed a framework for a residential Flood Barrier Rebate Program intended to improve private property flood protection and community resiliency during major storm events.

The proposed program structure includes eligibility requirements, reimbursement procedures, inspection and verification protocols, and product qualification standards to ensure compliance with FEMA-recognized flood protection measures. Staff is also evaluating operational considerations associated with the alternative City-purchased flood barrier option, including product standardization, storage, deployment logistics, homeowner coordination, and long-term program administration. In addition, staff is preparing draft application materials, internal review procedures, public outreach strategies, and funding implementation options through the Stormwater Fund. The Department is also reviewing similar resiliency programs implemented by other Florida municipalities to assist in establishing best practices and ensuring effective program delivery.

Recommendation

It is recommended that the City Commission provide direction and authorize staff to proceed with the development and implementation of the Flood Barrier Rebate Program for eligible single-family homesteaded properties located within FEMA-designated AE and AH flood zones, with an initial program funding allocation of up to \$1,000,000 from the Stormwater Fund.

Approval of this initiative will allow staff to finalize program guidelines, establish eligibility and inspection procedures, prepare outreach and application materials, and initiate the program launch targeted for July 1, 2026. The proposed program supports the City's continued commitment to resiliency, flood mitigation, and protection of residential properties vulnerable to flooding impacts during severe weather events.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE DEVELOPMENT OF A FLOOD BARRIER REBATE PROGRAM FOR ELIGIBLE SINGLE-FAMILY HOMESTEADED PROPERTIES LOCATED WITHIN FEMA DESIGNATED AE AND AH FLOOD ZONES FOR FLOOD BARRIER PROTECTION PURCHASES; APPROVING THE USE OF STORMWATER FUNDS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, South Florida is a unique geographical area that is susceptible to heavy rains and flooding; and

WHEREAS, the City of Deerfield Beach (the “City”) continues to prioritize storm flood initiatives to reduce flooding vulnerabilities within the City; and

WHEREAS, there are approximately 1,500 single-family homes within the City that are located in FEMA designated AE or AH flood zones, and preliminary assessments indicate that more than 200 homes are at significantly higher risk of flood damage during severe weather events; and

WHEREAS, in order to help mitigate these risks, the Department of Environmental Services desire to develop and implement a Flood Barrier Rebate Program (the “Program”), which would: (1) provide rebate funding of up to \$5,000 for eligible single-family homesteaded homes within the FEMA designated areas to purchase flood barrier protection materials, such as windows or doors; (2) provide reimbursement to those eligible single-family homesteaded homes that previously purchased flood barrier protection materials on or after November 1, 2025; and (3) allow the City to purchase products to be used in storm events, including interlocking barriers or dams, and coordinate with those eligible single-family homeowners for utilization of such products based on certain requirements and guidelines; and

WHEREAS, the Program would require that barrier protection materials funded by the Program need to meet FEMA protective standards and guidelines; and

WHEREAS, City staff anticipates funding the Program through the City's Stormwater Fund consistent with all applicable ordinances, laws and regulations, and the initial cost is estimated to be up to \$1,000,000.00; and

WHEREAS, the Department recommends that the City Commission authorize staff to develop and implement the Program, including creating the Program's guidelines, regulations eligibility criteria and grant approval process, and inspection procedures.

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 authorizes staff to develop the Flood Barrier Rebate Program for eligible single-family homesteaded properties within the FEMA designated AE or AH flood zones, including creating the Program's guidelines, regulations eligibility criteria and grant approval process, and inspection procedures, and approves the use of Stormwater Funds to fund the Program, subject to compliance with all applicable laws.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

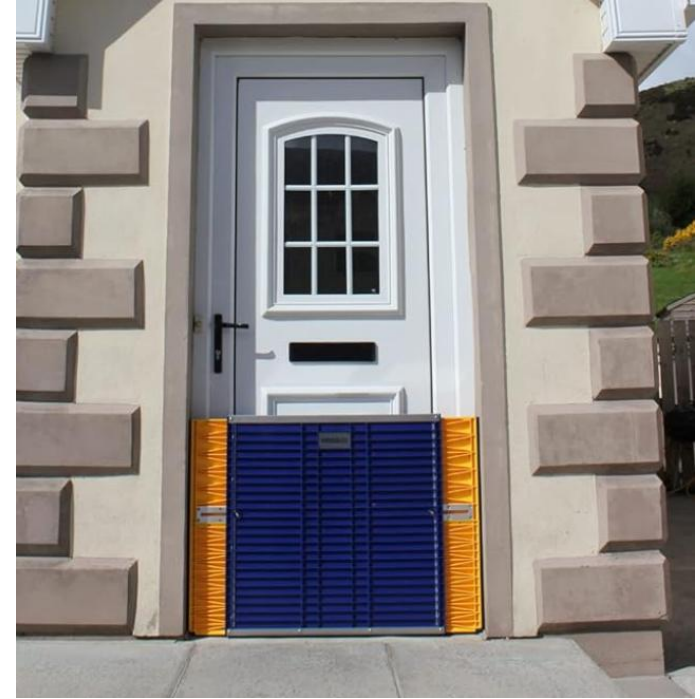
TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



The City will seek to purchase materials that can be used to protect flooding and provide to those who qualify for the program.



Residents may choose to purchase products that meet their homes exact needs and seek reimbursement.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-269

Agenda Date: 6/2/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Rummel, Klepper & Kahl, LLP, to provide professional hydrogeological engineering services for the West Wellfield Well No. 22 Rehabilitation Project in the amount of \$29,845.00; approving an additional \$10,000.00 city contingency for the Rehabilitation Project; providing for execution and an effective date. (Funds from Account #401-300-360-3602-000-53600-503099 - 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: \$39,845.00 (includes \$10,000 City contingency)

Account Name: Other Professional Services

Account Number: 401-300-360-3602-000-53600-503099

Background/History

Raw Water Well No. 22 at the City's Water Treatment Plant was recently taken out of service due to a failure of the pump and motor assembly. Preliminary evaluations have indicated that, in addition to the mechanical failure, structural deficiencies may exist within the well casing and screen assembly requiring further inspection and rehabilitation.

Well No. 22 is part of the City's west wellfield system, which provides critical raw water supply to the Water Treatment Plant and supports overall treatment capacity and operational reliability.

Due to the critical nature of the infrastructure and the need to restore the well to service as quickly as possible, the City initiated emergency procurement procedures for the repair and structural rehabilitation work.

Current Activity

The City is proceeding with the repair and structural rehabilitation of Raw Water Well No. 22, including replacement of the failed motor and and perform regular maintenance of the well including mechanical and chemical cleaning, and camera inspection. Given the specialized nature of the rehabilitation work, professional engineering oversight and construction engineering inspection services are necessary to monitor field activities, document conditions, review contractor operations, and verify compliance with technical specifications and industry standards.

RK&K currently serves as one of the City's continuing professional services consultants and has the

technical qualifications and experience necessary to provide inspection and engineering support services for this project.

Recommendation

It is recommended that the City Commission approve the Resolution authorizing a work authorization to RK&K in the amount of \$ \$39,845.00, including a \$10,000.00 contingency, for construction engineering inspection and professional engineering services associated with the repair and structural rehabilitation of Raw Water Well No. 22 at the Water Treatment Plant.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH RUMMEL, KLEPPER & KAHL, LLP, TO PROVIDE PROFESSIONAL HYDROGEOLOGICAL ENGINEERING SERVICES FOR THE WEST WELLFIELD WELL NO. 22 REHABILITATION PROJECT IN THE AMOUNT OF \$29,845.00; APPROVING AN ADDITIONAL \$10,000.00 CITY CONTINGENCY FOR THE REHABILITATION PROJECT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the West Wellfield Raw Water Well No. 22 (the “Well”) at the City's Water Treatment Plant (the “Plant”) was recently taken out of service due to a failure of the pump and motor assembly; and

WHEREAS, the Well is part of the City's West Wellfield system, which provides critical raw water supply to the Plant and supports overall treatment capacity and operational reliability; and

WHEREAS, the Department of Environmental Services staff's preliminary evaluation of the Well has indicated that in addition to the mechanical failure, structural deficiencies may exist within the well casing and screen assembly requiring further inspection and rehabilitation; and

WHEREAS, due to the critical nature of the infrastructure and the need to restore the Well as expeditiously as possible, the City initiated non-declared emergency procurements for the repair and structural rehabilitation work; and

WHEREAS, due to the specialized nature of the repair and rehabilitation work, professional engineering oversight and construction engineering inspection services are necessary to monitor the field activities, document conditions, review contractor operations, and verify compliance with technical specifications and industry standards (the “Project”); and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering services on an as needed basis, including a continuing contract with Rummel, Klepper & Kahl, LLP (“RKK”) dated April 12, 2021, and renewed and extended until October 11, 2026 (the “Continuing Contract”); and

WHEREAS, RKK has historical and institutional knowledge relating to the City’s well system, and the Department determined RKK is the most qualified firm to perform the required engineering and inspection services related to the Project, as further described in Exhibit “A” to the Work Authorization (collectively, the “Services”); and

WHEREAS, the Department requested a proposal from RKK for the Services and negotiated a project scope and fee in an amount not to exceed \$29,845.00, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, City staff has determined that this Project should include a City contingency amount of \$10,000.00 to address unforeseen conditions or necessary adjustments during the Project; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with RKK, attached as Exhibit “1”, (the “Work Authorization”) for the Services in an amount not to exceed \$29,845.00, and approve a \$10,000.00 City contingency to address unforeseen conditions or necessary adjustments for the Project, for a total amount not to exceed \$39,845.00.

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

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

Section 2. The City Commission hereby approves the Work Authorization with RKK, attached as Exhibit “1”, for the Services in the amount of \$29,845.00, and approves a City contingency amount of \$10,000.00 to address unforeseen conditions or necessary adjustments during the Project.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with RKK, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND RUMMEL, KLEPPER & KAHL, LLP FOR PROFESSIONAL HYDROGEOLOGICAL ENGINEERING SERVICES FOR WEST WELLFIELD WELL NO. 22 REHABILITATION

This Work Authorization is entered into this ____ day of _____, 2026, (the "Execution Date") by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and Rummel, Klepper & Kahl, LLP, a Foreign Profit Corporation authorized to do business in the State of Florida (the "Consultant").

RECITALS

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

WHEREAS, the Continuing Contract was renewed by the parties for a one-year period and has been extended by the parties until October 11, 2026; and

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

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

SECTION 1
RECITALS

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

SECTION 2
SCOPE OF SERVICES

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

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant in an amount not-to-exceed \$29,845.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following

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

SECTION 4
TERM OF WORK AUTHORIZATION

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

SECTION 5
TERMINATION OF WORK AUTHORIZATION

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

SECTION 6
CONTINUING CONTRACT

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

SECTION 7
INDEPENDENT CONSULTANT

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

SECTION 8
INDEMNIFICATION / HOLD HARMLESS CLAUSE

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

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

SECTION 9 **INSURANCE**

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

9.2 General

9.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least

thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

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

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

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

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

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

SECTION 10 **NON-APPROPRIATION OF FUNDS**

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

SECTION 11 **MISCELLANEOUS**

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

SECTION 12 **AUDIT AND INSPECTION RIGHTS**

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

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

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

SECTION 13
AMENDMENTS AND ASSIGNMENT

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

SECTION 14
NOTICES

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

SECTION 15
GOVERNING LAW AND VENUE

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

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

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

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

SECTION 17
NON-DISCRIMINATION

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

SECTION 18
PUBLIC RECORDS

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

SECTION 19
HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 20
FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

In accordance with Section 287.138, Florida Statutes, the Consultant is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 21
SEVERABILITY

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

SECTION 22
SURVIVAL

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

SECTION 23
JOINT PREPARATION

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

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

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

Date: _____, 2026.

Approved As To Form And Legal Sufficiency for the use of and reliance by the City of Deerfield Beach, Florida, only.

Anthony C. Soroka, City Attorney

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND RUMMEL, KLEPPER & KAHL, LLP FOR PROFESSIONAL HYDROGEOLOGICAL ENGINEERING SERVICES FOR WEST WELLFIELD WELL NO. 22 REHABILITATION

Attest:

Corporate Secretary

Witnesses:

Signature

Signature

CONSULTANT

By: 

Signature

Print Name: Brad McMahan, P.E.

Title: Water/Wastewater Practice Leader

Date: March 18, 2026

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EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional hydrogeological engineering services for professional hydrogeological consulting and onsite representation during the rehabilitation procedures on West Wellfield Well 22 by a water-well contractor to be retained by the City. The RK&K proposed scope of work, compensation, assumptions and anticipated schedule are provided below.

SCOPE OF WORK: The proposed Scope of Work includes the following:

- 1) Onsite consulting (project representation) for critical rehabilitation activities during rehabilitation and pump motor replacement services on the City's Western Well No. 22 by the selected water-well contractor;
- 2) Brief, electronic format progress-milestone updates, and process recommendations as necessary (to improve the rehabilitation process);
- 3) A brief (two- to four -page) summary and evaluation of the results of the applicable rehabilitation and repair procedures for each well; and
- 4) Attend up to three (3) project meetings at the pre-work, monthly, and the draft and/or final submittal stages of the selected contractor's rehabilitation results.

PROPOSED COMPENSATION

RK&K will provide the above-referenced services on a lump-sum fee basis for twenty-nine thousand, eight hundred and forty-five dollars (\$29,845.00). A breakdown of estimated labor hours and reimbursable expenses is enclosed as **Attachment 1** (Project Fee Estimate). The following section describes assumptions and specific limitations that formed the basis upon which we developed the proposed lump sum compensation to perform the above scope of work.

ASSUMPTIONS

The above-referenced scope assumes the following:

1. The City will, if possible, provide available copies of well record drawings, their most recent performance history, well reports and pump data to facilitate development of recommendations.
2. Meetings will be in-person and/or remote video teleconferences at the preference of City Staff. RK&K can attend and support additional meetings not identified above if the budget allows.
3. RK&K draft documents will be submitted in the application of origin and final deliverables will be submitted as Portable Document Format (PDF) submittals.
4. Permitting for the discharge of well treatment fluids from well site activity is not included in the proposed work scope and is assumed to be the responsibility of the selected contractor.
5. If laboratory analytical testing is requested, the City will be responsible for contract invoices.

EXHIBIT A CONTINUED

SCHEDULE

The rehabilitation services are assumed to occur over not more than a three (3) month period during workdays from sunrise to sunset (if conducted sequentially), and the proposed schedule and compensation requested is based on both the rehabilitation procedures and the estimated period of service.

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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-262

Agenda Date: 6/2/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITBC No. 26-014 for the construction of a pickleball court and walkway at the SE 19th Avenue Park to Tennis Holdings Acquisition, LLC d/b/a Fast-Dry Courts; authorizing execution of a contract with Tennis Holdings Acquisition, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$50,995.00; providing for an effective date. (Funds from Account 399-700-720-7200-000-57200-506530 - CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$50,995

Account Name: CIP INFRASTRUCTURE

Account Number: 399-700-720-7200-000-57200-506530

Background/History

The popularity of pickleball has grown significantly throughout the City of Deerfield Beach and across South Florida, resulting in increased community demand for dedicated recreational court facilities. Residents of all ages actively participate in pickleball due to its accessibility, health benefits, and ability to promote social interaction and active lifestyles. Existing recreational facilities within the City experience substantial utilization, and the addition of dedicated pickleball courts within SE 19th Avenue Park will enhance recreational opportunities, support wellness initiatives, and help address the increasing demand for court space.

Current Activity

As part of the City's continued investment in parks and recreation amenities, the Procurement and Contract Administration Division issued Invitation to Bid Construction (ITBC) #26-014 for the construction of Pickleball Court and Walkway for SE 19th Avenue Park - Phase 2. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. The solicitation was advertised on February 19, 2026, in the legal notices section of the Broward County website and distributed to 275 prospective bidders through the City's Procurement Marketplace, with 32 vendors viewing the solicitation documents. To encourage additional participation, the bid closing date was extended twice, with responses ultimately due on March 25, 2026.

On March 25, 2026, the Procurement and Contract Administration Division publicly unsealed four bid responses. Following review and evaluation of the submissions, Tennis Holdings Acquisition LLC

d/b/a Fast-Dry Courts was determined to be the lowest responsive and responsible bidder meeting all of the ITBC requirements. Parks and Recreation staff concurred with the recommendation, and reference checks for the firm revealed positive performance ratings. Pursuant to the ITBC terms, the project shall be substantially complete within 60 calendar days from the City's issuance of the Notice to Proceed, with final competition required within 90 days from issuance of the Notice to proceed.

Recommendation

The Parks and Recreation Department recommends approval.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITBC NO. 26-014 FOR THE CONSTRUCTION OF A PICKLEBALL COURT AND WALKWAY AT THE SE 19TH AVENUE PARK TO TENNIS HOLDINGS ACQUISITION, LLC D/B/A FAST-DRY COURTS; AUTHORIZING EXECUTION OF A CONTRACT WITH TENNIS HOLDINGS ACQUISITION, LLC, THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$50,995.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued Invitation to Bid Construction No. 26-014 (the “ITBC”) seeking a qualified contractor for the construction of a Pickleball Court and Walkway located at the SE 19th Avenue Park, pursuant to the terms and conditions set forth in the ITBC (the “Services”); and

WHEREAS, the ITBC was advertised in the legal notices section on the Broward County designated website on February 19, 2026, and the notice was sent to 275 prospective firms via the e-Procurement Marketplace with 32 firms viewing the ITBC documents; and

WHEREAS, on March 25, 2026, at 2:00 p.m., the ITBC due date and time, the Procurement and Contract Administration Division (the “Division”) opened the four bids that were timely received, and reviewed the bids to ensure that they met the ITBC requirements; and

WHEREAS, the Division reviewed the bid submitted by Tennis Holdings Acquisition, LLC, d/b/a Fast-Dry Courts (“Fast-Dry”), the apparent lowest priced responsive and responsible bidder, and concluded that Fast-Dry met all of the requirements of the ITBC; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITBC to Fast-Dry, the lowest priced responsive and responsible bidder to the ITBC, and authorize execution of a contract with Fast-Dry for the construction Services for the Pickleball Court and Walkway at SE 19th Avenue Park Project (the “Project”) in an amount not to exceed \$50,995.00 (the “Contract”);

WHEREAS, pursuant to the terms of the ITBC, substantial completion of the Project shall be completed within 60 calendar days from the Notice to Proceed and final completion shall be achieved within 90 calendar days from the issuance of the Notice to Proceed.

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

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

Section 2. The City Commission hereby approves the award of ITBC No. 26-014 to Fast-Dry.

Section 3. The City Manager is hereby authorized to execute a Contract with Fast-Dry for Services for the Project in an amount not to exceed \$50,995.00, based upon the terms and conditions of the ITBC, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Greg Warner, Director of Parks and Recreation
FROM: Vanessa Pierre-Pajotte, Buyer
THRU: Oleg Gorokhovsky, Chief Financial Officer
DATE: May 13, 2026
SUBJECT: ITBC#26-014 – Construction of Pickleball Court and Walkway for SE 19th Avenue Park – Phase 2.

The Procurement and Contract Administration Division issued an Invitation to Bid Construction (ITBC) # 26-014 for the Construction of Pickleball Court and Walkway for SE 19th Avenue Park – Phase 2. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On February 19, 2026, the ITBC was advertised in the legal notices section of the Broward County Website. The notice was sent to two hundred seventy-five (275) prospective bidders via the e-Procurement Marketplace.
- Thirty-two (32) interested vendors viewed the documents of the ITBC.
- On March 13, 2026, the ITBC closing date was extended to March 20, 2026 to allow additional time for bidders to submit their responses.
- On March 20, 2026, the ITBC closing date was extended to March 25, 2026 to allow additional time for bidders to submit their responses.
- On March 25, 2026 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed four (4) responses, Alexander & Johnson Project Management and Development Inc.; Tennis Holdings Acquisition LLC DBA Fast-Dry Courts; Bejar Construction Inc.; HG Construction Dev. & Inv Inc. The responses were reviewed by the Procurement and Contract Administration Division to ensure the responses met the ITBC requirements.
- The City of Deerfield Beach staff has reviewed the responsive and responsible bids received and recommended award to one (1) vendor providing responsive and responsible price(s) of the required products and services.
- Tennis Holdings Acquisition LLC DBA Fast-Dry Courts, one (1) out of the four (4) bids received, was determined the lowest responsive, and responsible bidder meeting all the requirements of the ITBC.
- The Procurement and Contract Administration Division discussed the responses with Parks and Recreation staff of which concurred that Tennis Holdings Acquisition LLC DBA Fast-Dry Courts meets all the requirements of the ITBC.

- Reference checks were conducted for Tennis Holdings Acquisition LLC DBA Fast-Dry Courts, which revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing vpajotte@deerfield-beach.com. You may contact the Procurement and Contract Administration Division at (954) 250-4054 with any questions.

In summary, Tennis Holdings Acquisition LLC DBA Fast-Dry Courts is the responsive and responsible bidder able to meet the ITBC requirements. Therefore, the award recommendation of this ITBC is to one (1) bidder. The term of the contract shall be for a period of sixty (60) calendar days of the City's issuance of Notice to proceed with final completion within ninety (90) days from the issuance of the notice to proceed.

Please use this memorandum and all attachments as your backup for the next City Commission meeting.

Att. Bid Tabulation, Bid Tabulation Summary, and Scope of Work.

SECTION VI – SCOPE OF WORK

1. General

- a. The City of Deerfield Beach requires the services of a qualified Contractor to provide all labor, materials, equipment, tools, travel, supervision, insurances, permitting and incidentals for the Construction of Asphalt Pickleball Court and Walkway for SE 19th Avenue Park, in accordance with all terms, conditions, scope of work and drawings of the Invitation to Bid documents herein.
- b. The work consists of the construction of one (1) asphalt Pickleball court and walkway which includes the following:
 - Earthwork Preparation
 - Installation of Asphalt Court and Walkway
 - Top-coat and Paint Court
 - Installation of Pickleball net post, net and straps
 - Clean-up of Construction Site

2. Contractor's Responsibilities

- Contractor shall provide sealed drawings to obtain a Building Permit within twenty-one (21) consecutive calendar days from receipt of a Purchase Order. City is providing these drawings.
- Provide temporary safety fencing and public notice signage surrounding the work area.
- Locate and identify any underground utilities.
- Removal and stripping of existing grass and dirt for preparation of the areas for construction of the Pickleball Court and Walkway. Dimensions: Pickleball Court (34' W. x 64' L), Walkway (6' W. x 10' L.). Walkway shall be connected to the existing asphalt walkway from the Pickleball Court. Refer to Exhibit A – Location Site Plan for location and layout of the Pickleball Court and Walkway.
- Install + 3" clean fill, 6" rock base laser graded, compacted and primed.
- Provide paving over the prepared areas with 1" VIRGIN USTA Type SP 9.5 hot mix asphalt.
- Supply and Install Pickleball net post footers with PVC sleeves and center anchor.
- After asphalt surface has cured, the surface will be fine patched and coated with (2) coats of Laykold NuSurf acrylic resurfacer, (2) coats of Tropiccoat® acrylic court paint and regulation playing lines.
- Install NeverRust all aluminum external wind Pickleball net posts, net and center strap.
- Provide temporary Portable Toilet, if required.
- Provide no disturbance of surrounding trees, plants, and vegetation areas.
- Provide clean-up and restoration of area surrounding the work zone.

3. Location and Layout for Pickleball Court and Walkway

The location and layout of the Pickleball Court and Walkway on the Park's property, Refer to: Exhibit I – Location Site Plan.

4. Pickleball Court Dimensions and Playing Lines

The Pickleball Court Dimensions and Official Playing Lines, Refer to Exhibit B – Pickleball Court Dimensions and Playing Lines.

5. Vehicle/Pedestrian Traffic

Contractor shall provide all items necessary to protect, warn and/or maintain vehicular and pedestrian traffic during the course of construction.

6. Protection of Property

a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Capital Projects Manager or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.

b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

7. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

8. Personnel

a. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.

b. The Contractor's employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.

d. All employees shall be competent and highly skilled in their particular job, in order to properly perform the work assigned to them.

9. Contractor's Vehicles

Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.

Event Number	26-014	Organization	City of Deerfield Be
Event Title	Construction of Pickleball Court and Walkw	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting seal	Event Owner	Vanessa Pierre-Pajc
Event Type	ITB (Construction)	Email	vpajotte@deerfield
Issue Date	2/19/2026 05:28:41 PM (ET)	Phone	(954) 250-4054
Close Date	3/25/2026 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded
Fast-Dry Courts	Pompano Beach	FL	3/23/2026 01:04:36 PM (ET)	2
Bejar Construction, Inc.	Pembroke Pines	FL	3/24/2026 03:18:19 PM (ET)	2
HG Construction Dev & Inv Inc (HG Construction)	Miami	FL	3/25/2026 10:37:00 AM (ET)	2
Alexander & Johnson Project Management and Develc	Pompano Beach	FL	3/19/2026 05:26:23 PM (ET)	2

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

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l-beach.com

Response Total
\$50,995.00
\$88,859.00
\$108,632.00
\$176,890.30

1	Construction of Pickleball Court and Walkway as per bid documents.					
	Supplier	QTY	UOM	Estimated	Price	Extended
	Fast-Dry Courts	1	Lump Sum		\$44,995.00	\$44,995.00
	Bejar Construction, Inc.	1	Lump Sum		\$86,359.00	\$86,359.00
	HG Construction Dev & Inv Inc (†	1	Lump Sum		\$106,046.00	\$106,046.00
	Alexander & Johnson Project M	1	Lump Sum		\$147,912.59	\$147,912.59

2	Sealed Drawings and Permit Fees.					
	Supplier	QTY	UOM	Estimated	Price	Extended
	Bejar Construction, Inc.	1	Lump Sum		\$2,500.00	\$2,500.00
	HG Construction Dev & Inv Inc (†	1	Lump Sum		\$2,586.00	\$2,586.00
	Fast-Dry Courts	1	Lump Sum		\$6,000.00	\$6,000.00
	Alexander & Johnson Project M	1	Lump Sum		\$28,977.71	\$28,977.71



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-267

Agenda Date: 6/2/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the Annual DX Divers Pier Cleanup Special Event at the Deerfield Beach International Fishing Pier on June 13, 2026, from 7:30 a.m. to 11:45 a.m.; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Lighthouse Capital Partners, Inc. d/b/a Dixie Divers (the "Applicant") is requesting the Annual DX Divers Deerfield Beach Underwater Pier Cleanup for June 13th. The cleanup serves as a way to promote safe diving and environmental consciousness through preservation.

Current Activity

Parks and Recreation staff received a Special Event Application from the applicant to host their annual Underwater Pier Cleanup at 200 NE 21st Avenue on Saturday, June 13, 2026, from 7:30 a.m. to 11:45 a.m. The application anticipates more than 500 attendees. This event is required to receive Commission approval, as participation involves a fee of either \$20 for a bag with supplies or \$25, which constitutes a charge associated with the event. During the event, the Pier will be closed to fishermen but will remain open for sightseeing and will fully reopen at the conclusion of the dive.

Recommendation

Staff recommends approval of this application.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY LIGHTHOUSE CAPITAL PARTNERS, INC. D/B/A DIXIE DIVERS FOR THE ANNUAL DX DIVERS PIER CLEANUP SPECIAL EVENT AT THE DEERFIELD BEACH INTERNATIONAL FISHING PIER ON JUNE 13, 2026, FROM 7:30 A.M. TO 11:45 A.M.; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Lighthouse Capital Partners, Inc. d/b/a Dixie Divers (the “Applicant”) intends to hold the Annual DX Divers Deerfield Beach Pier Cleanup event on June 13, 2026, from 7:30 a.m. to 11:45 a.m. at the Deerfield Beach International Fishing Pier (the “Event”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), approximately 500 individuals will be participating in the Event, which will include approximately 15-20 tents for conservation organizations and marine/dive companies focusing on ocean conservation; and

WHEREAS, the Applicant intends on charging a \$25.00 fee to participants or the participant may purchase a \$20 bag with supplies (the “Participation Charge”); and

WHEREAS, during the clean-up Event, the International Fishing Pier will be closed for fishing, but will remain open for sightseeing; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, and to approve the Participation Charge for the 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 Application, including the Participation Charge, for the Event, subject to Applicant’s compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Event.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

Special Event Application

The City of Deerfield Beach reserves the right to evaluate and consider all applications based on suitability and alignment with our community’s standards. We prioritize maintaining the integrity of our City by ensuring safety, cleanliness of our beaches and community, optimal utilization of resources, and adherence to ethical principles. We maintain the right to approve or deny applications as deemed necessary.

Application #		Complete Application Received:	
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**Above is for City use only*

A **non-refundable application processing** fee (based on below timeline) is **required** with this application but does not guarantee approval. A Permit Application will be determined complete on the date which all required documentation, including fee, is submitted. The non-refundable application fee must be submitted with enough time to get the application approved. **Please allow time for processing applications; depending on the scope of event, applicant may be required to attend the Special Events Review Committee meeting and/or require City Commission approval. This may take up to 60 days.**

Days Until Event	Resident Fee	Non-Resident Fee
90+ days before event	\$200	\$300
45 to 89 days before event	\$250	\$350
30 to 44 days before event	\$300	\$400
14 to 29 days before event	\$350	\$450
Non-Profit Rate	\$100	\$100
Beach Deposit on City Property	\$2,500-\$5,000	\$2,500-\$10,000

**Non-profits must show proof of non-profit status to receive non-profit rates.*

APPLICANT INFORMATION	
Organization Name:	
Contact Name:	Contact Phone:
Email Address:	
Address:	City, State, ZIP:
Organization Status:	
<input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit (must include IRS 501(c) tax exempt letter) <input type="checkbox"/> Other:	

EVENT INFORMATION

Event Name:	Proposed Date:	Alternative Date:
--------------------	-----------------------	--------------------------

Event Address: _____ **City, State, ZIP:** _____

Venue/Location Name (if applicable): _____

Type of Event: _____

Description of Event: _____

	Date	Day	Start Time	End Time
Setup				
Event Start				
Event End				
Breakdown				

of years this event has taken place (including previous locations & attendance if applicable): _____

Anticipated Attendance: _____

Property Owner Permission
 I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. **City property is exempt (no signature necessary).*

Name: _____ **Signature:** _____
Phone: _____ **Date:** _____

**Additional documentation may be requested depending on location of event*

Will you require the use of a City park? If yes, please specify park: _____

**City park must have a [park rental permit](#)*

Will your event require use of the beach?

No
 Yes (Any events taking place on the beach during sea turtle nesting season, March 1st – October 31st, must contact the Florida Department of Environmental Protection and obtain a [field permit](#).)

Will you require parking spaces in the Main Beach Parking Lot?

No
 Yes, _____ spaces

Will you require parking spaces along Ocean Way?

No
 Yes, _____ spaces

Will you require parking spaces in the Pier Parking Lot?

No
 Yes, _____ spaces

**City parking spaces require fees (fees start at \$25 per day, per space)*

VENDOR INFORMATION

Will your event be serving food?

- No
- Yes, food will be prepared:
 - Off-Site
 - On-Site

If prepared on-site, method used for cooking:

- N/A
- Gas
- Propane
- Charcoal
- Fryer
- Food truck
- Other, please list:

*Food vendors require proper licensing & COI

*Food vendors may require inspection(s), at the cost of the Organizer

List other vendors:

ADDITIONAL BSO/BUILDING/PERMIT REQUIREMENTS

Will there be alcohol at this Event?

- No
- Yes (requires City Commission approval)
If yes, a [State of Florida alcohol license](#) is required

Will you be using tents for your Event?

Tent Size	# of Tents

*If on City property, tents must be weighted; no stakes allowed

*Tents over 10x10 require a permit ([Building Department](#))

Will there be a stage at your Event?

- No
- Yes
If yes, an additional permit may be required ([Building Department](#))

Will your event have bounce houses or inflatables?

- No
- Yes

If yes, provide name of company & phone number:

*Vendor must provide a copy of the company's Certificate of Insurance to the City

Will your event have amusement ride(s)?

- No
- Yes

If yes, ride(s) will require [State](#) and City inspections, at the cost of the Organizer; a Certificate of Insurance is required

Will your event require electricity? (NOTE: The City does not provide POWER or WATER)

- No
- Yes

Will a generator be used?

- No
- Yes, generator will be:
 - Over 5,000 Watts
 - Under 5,000 Watts

*Generator over 5,000 Watts require a permit ([Building Department](#))

Will your event include the use of fireworks or pyrotechnics?

- No
- Yes

If yes, please describe (additional information may be required):

Will your event require road closures?

- No
- Yes

If yes, please attach map with closures clearly marked. Identify all barricades, blockades, fencing, etc.

***If closing [FDOT](#) roads, City Commission is required**

Will your event be using a licensed security company?

- No
- Yes

If yes, provide name of company and phone number:

*Vendor must provide a copy of the company's Certificate of Insurance to the City

The applicant will be responsible for traffic and crowd control and may be required to hire off-duty detail Broward Sheriff Office deputies for traffic, safety and crowd control at the discretion of the BSO.

Initial: _____

*Request forms available through Special_Details@sherrif.org

PROMOTIONAL INFORMATION

Website/Social Media:

How do you plan on advertising your event? Please list.

Promotional & Event Signs/Banners

Sign/Banner Size	Location	Description

ADDITIONAL EVENT INFORMATION

Will amplified sound be used?

- No
- Yes

Will musical entertainment be used?

- No
- Yes

Is there a fee for this event?

- No
- Yes (if yes, describe below)

If there is a fee, this is a ticketed event, or you are charging for space, describe and include fee amounts (requires City Commission approval):

Will this event create an impact on parking?

- No
- Yes

If yes, please list where additional parking will be located:

The applicant shall be responsible for maintaining all areas encompassed by the event in a safe, clean and orderly condition. The applicant will be responsible for the removal of trash or debris, restoration of damaged shrubs, plants, turf, underground utilities, structures, irrigation, trees, and paved surfaces on any portion of City or other public property.

Initial: _____

Completed Application Packet Checklist

	Special Event Permit Application completed.
	A map/site plan for event location including parking, traffic flow, rides, location of signage, tents, staging, generators, fences, pyrotechnic materials, emergency access routes, etc. Must be legible and dimensioned.
	Non-refundable application fee.
	Certification of State of Florida not-for-profit status (if applicable).
	Property owner permission as a notarized letter from event site landowner authorizing the event on their property (if not on applicant's property).
	Certificates of insurance from the individual or organization naming the City of Deerfield Beach (150 NE 2nd Ave) and Broward Sheriff's Office (2601 W Broward Blvd) as additionally insured.
	Any applicable Certificates of Insurance and/or licensing for vendors
	Signed Hold Harmless Agreement.
	Approved rental permit from the Parks and Recreation Department, if the event location is at a City of Deerfield Beach public park.

Contact Numbers

Broward Sheriff's Office	954-480-4300
BSO Special Detail Office	954-831-8199
Building Department	954-480-4250
Code Enforcement	954-480-4238
Risk Management	954-480-4255
Special Events	954-480-4429
Parks & Recreation	954-480-4433

**The City of Deerfield Beach is now 100% digital.
Be sure to have an account created on our online
platform [CIVIC REC](#) for all payments.**



INDEMNIFICATION AGREEMENT

I, Michelle Russell, individually and as the agent/
(Individual's Name)

representing Lighthouse Capital Partners, do hereby agree to indemnify
(Vendor/Company's Name)

and hold harmless and defend the City of Deerfield Beach, Florida, its elected officials, officers, agents, employees and contractors from and against any and all loss, damage, claim, suit, actions, demand, liability or expense by reason of any damage or injury to property or person, including death, which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by


Lighthouse Capital Partners during the conduct
(Vendor/Company's Name/description of service/performance/product being sold)

of Annual DXDivers Pier Clean-Up (the "Special Event") being held at DFB Fishing Pier
on the date(s) of:

Saturday, June 13th, 2026

Such obligation to indemnify and hold harmless and defend shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses, attorney's fees and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

I agree that through the execution of this document by me and/or by an authorized representative, that this agreement is intended to legally bind myself, the authorized representative, agent, the company/corporation named herein and their heirs executors, administrators and corporate officers.


Signature

Michelle Russell
Print Name

Manager
Title

954-420-0009
Daytime phone number

Date: 5/14/26

Address: 455 S Federal Hwy

City: Deerfield Beach **State:** Florida **Zip:** 33441


Signature

Print Name: William Russell **Date:** 5/14/26

Additional Special Event Permit Information

Each year the City of Deerfield Beach is the site of an ever-growing number of special events. The City of Deerfield Beach recognizes the value that special events can have to organizations as well as to the community; they are a great way to highlight your organization, fundraise and bring the community together.

The City of Deerfield Beach is committed to supporting quality special events throughout the community. For each event to take place, the City has established an application process along with a set of guidelines that must be followed to ensure that the event is safe as well as successful. If you are unsure about the availability of a venue or have a question regarding a possible event, a preliminary conversation with City staff will help allow for a seamless event planning experience.

On the subsequent pages, you will find a checklist of the documents that are required to process your special event application. This information is intended to assist in the planning of your event and to help organizers better understand the special event permitting process. There is a contact information page located at the end of this guide for any questions or clarifications you may have while preparing your application and site plan.

A Special Event in the City of Deerfield Beach is defined as any sale, grand opening, photo shoot, party, holiday celebration, bazaar, concert or other performance, fair, carnival, tent revival, fundraising event, art festival, race, tour, rally, parade, bicycle run, demonstration, contest, exhibition, block party, outdoor display or similar event or occurrence, including the use of tents, or other devices or structures to conduct, advertise or promote any such event occurring on public or non-public lands or in a public right-of-way such as a public or non-public street, shared-use path, alley or other public place or building, park, beach, parking lot, vacant lot, where the event would substantially inhibit the usual flow of pedestrian or vehicular travel or which occupies any public area or building so as to preempt use of said area by the general public for its intended use or which deviates from the established use of said area or building.

Should any of the below items reflect your event, you may need a permit:

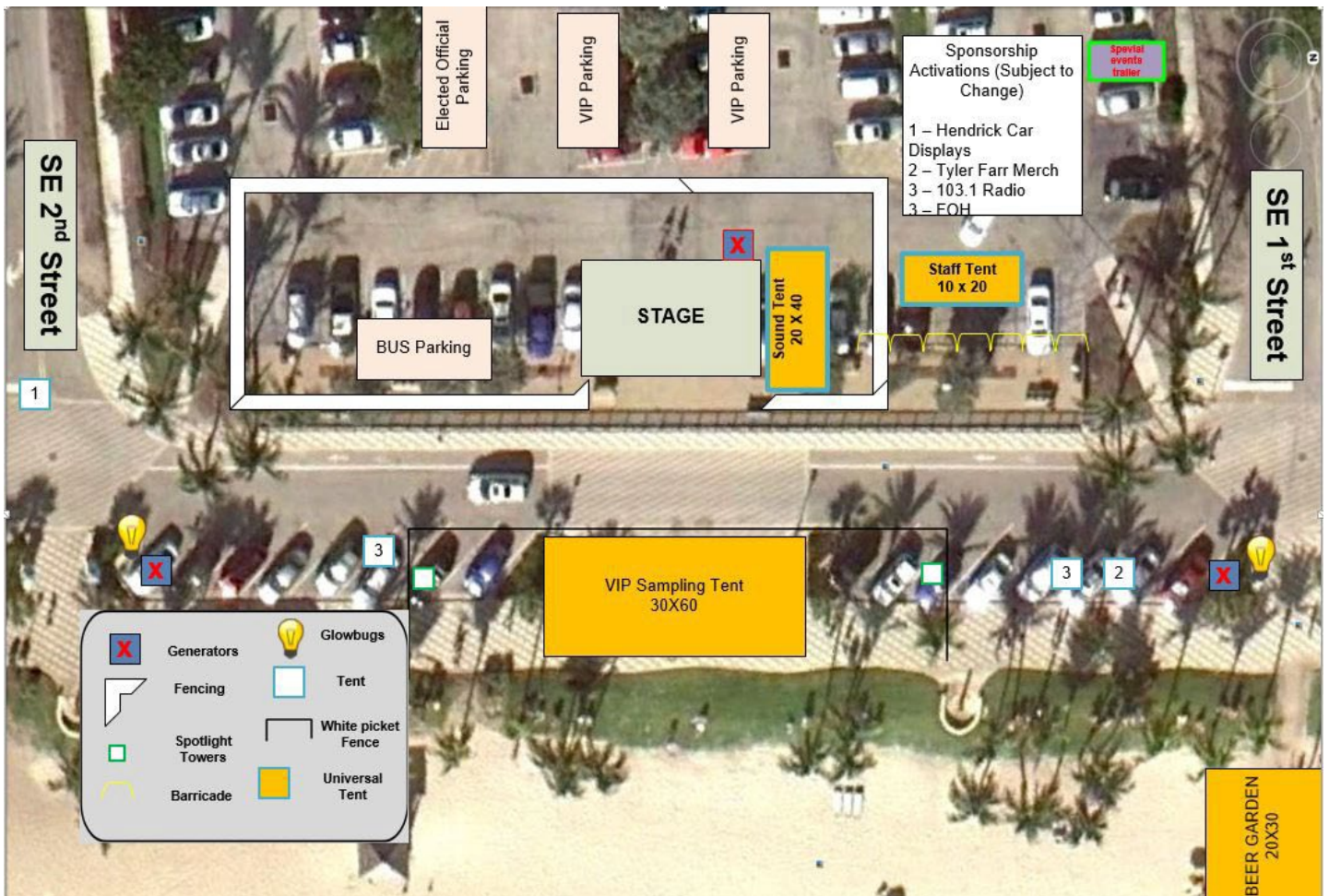
- Gathering of 20 or more peoples
- Use of mechanical rides or inflatables
- Amplified music/entertainment
- Block parties
- Sale of alcoholic beverages
- Construction/Assembly of temporary structures (for example, tents)
- Parking Lot/ Road Closures

Site Plan Information:

Your legible and dimensioned site plan/map must contain the following:

- Existing Designs:
 - ✓ Permanent Structures
 - ✓ Parking Spaces
 - ✓ Sidewalks/Driveways
 - ✓ Fences, Walls, Hedges
- Temporary Improvements (what you plan on adding or bringing):
 - ✓ Tents & Canopies
 - ✓ Stages
 - ✓ Mechanical rides and inflatables
 - ✓ Generators
 - ✓ Cooking appliances (grills, food trucks, etc.)
 - ✓ Fencing, barricades, cones
 - ✓ Size, location of signage
 - ✓ Trash containers and receptacles
 - ✓ Portable restrooms

SAMPLE:



Special Event General Fire Inspection Information:

Department of Fire Rescue & Emergency Services Fire Marshal's Bureau



GENERAL REQUIREMENTS:

All fire extinguishers must be properly tagged within the State of Florida by a licensed certifying agency. Compressed gas tanks, such as helium tanks, must be adequately secured to prevent tank from falling over.

TENTS & CANOPIES:

Tents larger than 10' x 10' must be permitted through the City of Deerfield Beach Building Department. Tents and canopies must be fire resistant with proper documentation/tags provided. A proper certified fire extinguisher must be present and properly tagged.

ELECTRIC/EXTENSION CORDS:

Extension cords must be UL listed for outdoor use (indoor extension cords may not be used outdoor). When in a crossing path, they must be properly covered and protected. The cords must be free from splices, damage or deterioration and must be grounded. Cords must have proper amperage capacity that is not less than the capacity of the appliance.

GENERATORS:

All generators must be grounded. If larger than 5KW (5000 Watts) an additional permit is required through the City of Deerfield Beach Building Dept. Generators must be 10ft away from any structure, completely surrounded by a barrier and placed on a firm, flat, level surface outdoors. Must be fully fueled prior to use. Refueling may be conducted only when generator has been turned off and is cool to touch. All fuel being used in the generator must be stored in the proper fuel containers and properly sealed with appropriate spout covers, caps, etc. A proper certified fire extinguisher (minimum 2A:10BC) must be present and properly tagged.

COOKING:

A 10ft minimum clearance is required on both sides of any cooking vendor and shall not be located within 10ft of any amusement rides. Open flame cooking equipment must be a minimum of 10ft from any structure. Cooking areas must be enclosed by approved means from the general public. LP tanks will be required to be tested and certified by a licensed person or company and will be checked in place on the day of the event with paperwork provided to the Fire Department, Fire Marshal's Bureau when completed. LP tanks must be properly secured to prevent the tank from falling over and must be at least 10ft from any open flame. If using a commercial cooking appliance which is self-contained and does not require the LP tank to be located 10ft away, documentation must be submitted to the Fire Department, Fire Marshal's Bureau for review prior to event. Appliances must be placed on firm, flat and level outdoor surfaces. Food preparation and sale (excluding non-profit agencies) must contact the Florida Department of Business & Professional Regulation, Division of Hotels and Restaurants (850-487-1395) to schedule an inspection prior to selling food. Fire suppression systems in food trucks or trailers must be properly tagged by a State of Florida certifying agency.

Insurance Information:

If the special event is located on public property, a certificate of liability insurance is required from the individual or organization at the time of application. The certificate must name the City of Deerfield Beach as additionally insured for the date(s) of the event and must show general liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence.

Product liability for \$100,000 is required if food or beverages are served or sold. A copy of public premises liability insurance for \$1,000,000 naming the Broward Sheriff's Office additionally insured shall be submitted.

NOTE: These are minimum requirements. The City reserves the right require additional insurance based on the scope of the event.

Addresses for additionally insured:

- a. City of Deerfield Beach, 150 NE 2nd Ave, Deerfield Beach, FL 33441
- b. Broward Sheriff's Office, 2601 W Broward Blvd, Fort Lauderdale, FL 33312

SAMPLE:

Certificate of Liability Insurance

Please review the below to make sure all requirements have been met to prevent any delays with your event approval.

Producer Information:
Insurance provider

Insured Information:
Organization name

Additional Insured Box:
Must include an 'X' in box.

Policy Information:
Policy number
Policy dates

Description Box Verbiage:
"Certificate holder is listed as an Additional Insured with respects to General Liability" Date(s) of the event
Event description

Certificate Holder Box:
City of Deerfield Beach
150 NE 2nd Ave.
Deerfield Beach, FL 33441

Broward Sheriff's Office
2601 W Broward Blvd
Fort Lauderdale, FL 33312

Issued Date:
Must be no more than 30 days out.

Authorized Representative Information:
Name
Phone number
E-mail address
Insurance provider

Signature:
Authorized representative completed signature

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: [Redacted] **CONTACT NAME:** [Redacted]
PHONE: [Redacted] **FAX:** [Redacted]
EMAIL: [Redacted] **ADDRESS:** [Redacted]

INSURED: [Redacted] **INSURED ADDRESS:** [Redacted]
PHONE NO.: [Redacted] **INSURER A:** [Redacted] **INSURER B:** [Redacted]
INSURER C: [Redacted] **INSURER D:** [Redacted] **INSURER E:** [Redacted] **INSURER F:** [Redacted]

COVERAGES: CERTIFICATE NUMBER: 678020 REVISION NUMBER: [Redacted]

LINE	TYPE OF INSURANCE	ACORD FORM	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS	
1	COMMERCIAL GENERAL LIABILITY		[Redacted]	[Redacted]	[Redacted]	BACH OCCURRENCE \$ 1,000,000	
	CLAIMS HANDLED	<input checked="" type="checkbox"/> OCCUR				COVERAGE PERMITTED	\$ 100,000
						MED EXP. (per one person)	\$ 5,000
						PERSONAL & ADV. INJURY	\$ 1,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC					PRODUCTS - COMP/OP ADG	\$ 1,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY					COVERED SINGLE LIMIT \$	
	ANY AUTO					BODILY INJURY (per person)	\$
	OWNED					BODILY INJURY (per accident)	\$
	NON-OWNED					PROPERTY DAMAGE (per accident)	\$
	HIRING					\$	\$
	OTHER:					\$	\$
	UMBRELLA LIAB					BACH OCCURRENCE	\$
	EXCESS LIAB					AGGREGATE	\$
	COB					\$	\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					EL BACH ACCIDENT	\$
	AN EMPLOYEE OR PARTNER RESOLUTIVE (OPTIONAL MEMBER EXCLUDED)					EL DISEASE - EA EMPLOYEE	\$
	Mandatory in NJ					EL DISEASE - POLICY LIMIT	\$
	If yes, describe and description of operations below					\$	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: [Redacted] Coverage Location: United States & Canada

CERTIFICATE HOLDER: City of Deerfield Beach, 150 NE 2nd Ave, Deerfield Beach, FL 33441, United States Of America

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: [Redacted]

PHONE NO.: [Redacted] **FAX NO.:** [Redacted]

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD.
This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-298

Agenda Date: 6/2/2026

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the conflict resolution procedures of Chapter 164, Florida Statutes, to the extent required prior to initiating court action, regarding actions of the Broward Sheriff's Office ("BSO") related to the transition of police and fire rescue services to the City of Deerfield Beach Police and Fire Departments; retaining outside counsel to represent the City regarding the dispute with BSO and in the Chapter 164 process to the extent required, and to take all necessary actions to enforce the contractual transition provisions, including but not limited to filing litigation against BSO, and pursuing such other lawful remedies to protect the health, safety, and welfare of the residents of the City; providing for severability, implementation and an effective date. (Funds from Account #100-100-140-1400-000-51400-503008 - Legal Services Outside)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: See enclosed Engagement Agreement

Account Name: 100-100-140-1400-000-51400-503008

Account Number: Legal Services Outside

Background/History

Article VIII, Section 2 of the Florida Constitution, and Section 166.021, Florida Statutes, grant municipalities the power to conduct municipal government, perform municipal functions and render municipal services, including the authority to establish and operate municipal police and fire-rescue departments to provide police and fire rescue services to residents, businesses, and visitors.

On June 23, 2025, BSO sent a notice of termination of the police and fire rescues services contracts (collectively, the "Public Safety Contracts") between BSO and the City, with termination effective as of September 30, 2025. On January 20, 2026, the City Commission voted to proceed with transitioning police and fire rescue services from BSO and establishing City police and fire departments. On March 3, 2026, the City Commission approved a Resolution to establish the City of Deerfield Beach Police Department and City of Deerfield Beach Fire Department (collectively, the "Departments"), and authorize and direct the City Manager and Office of Public Safety to take the necessary actions to provide for the establishment and development of the Departments and the transition of police and fire-rescue services from BSO to fully integrated, stand-alone City police and fire rescue Departments (the "Transition").

Section 14(d) of the Police Services Agreement between BSO and the City provides that in the event of termination of the Agreement, BSO and the City shall “cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a City police department or other provider of police services and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement”. Section 14(d) of the Police Services Agreement provides further that in the event of termination of the Agreement, “and in the further event that the City is unable to provide for the same level of police protection at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until City is capable of rendering such police service, whichever occurs sooner.”

Current Activity

Despite the 24-month transition provision provided for in the Police Services Contract, which 24-month period would end on September 30, 2027, BSO has informed the City that, effective August 1, 2026, approximately 10 months after the transition went into effect, BSO plans to remove the BSO law enforcement personnel that currently service the six patrol zones in the western portion of the City (west of I-95). BSO has also disregarded the City’s transition timeline that was provided to BSO on May 15, 2026, and recently disseminated mailings to City residents informing them of BSO’s plan to phase out BSO provided police services, with their Phase I effective August 1, 2026.

The City maintains that BSO’s actions are contrary to the terms of the transition provisions of the Contract, unnecessarily generate public confusion inconsistent with the parties’ obligations to “cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a City police department” and to the same high quality of police service as contemplated by the Contract during the transition, and adversely and unacceptably affect City residents’ health, safety, and welfare.

Therefore, the Resolution authorizes initiating the Chapter 164, Fla. Stat., conflict resolution process to the extent required by law prior to court action. The Resolution also authorizes the retention of special legal counsel, Gerald Greenberg, Esq. and Gelber, Schachter, & Greenberg, P.A., to represent the City in the dispute with BSO, including participation in the Chapter 164 process to the extent required, filing litigation if necessary, and pursuing any other lawful remedies to protect the health, safety and welfare of the public and enforce the City’s contractual rights. The Resolution also provides that the City Commission finds BSO’s removal or reduction of BSO provided police services to the City (or portions thereof) on August 1, 2026, or at any time prior to September 30, 2027, would constitute an immediate danger to the health, safety, and welfare of the public, requiring immediate action, including but not limited to commencement of court proceedings, to protect the public and avoid compromising significant legal rights.

Recommendation

Approval is recommended to enforce the transition contractual provisions.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE CONFLICT RESOLUTION PROCEDURES OF CHAPTER 164, FLORIDA STATUTES, TO THE EXTENT REQUIRED PRIOR TO INITIATING COURT ACTION, REGARDING ACTIONS OF THE BROWARD SHERIFF'S OFFICE ("BSO") RELATED TO THE TRANSITION OF POLICE AND FIRE RESCUE SERVICES TO THE CITY OF DEERFIELD BEACH POLICE AND FIRE DEPARTMENTS; RETAINING OUTSIDE COUNSEL TO REPRESENT THE CITY REGARDING THE DISPUTE WITH BSO AND IN THE CHAPTER 164 PROCESS TO THE EXTENT REQUIRED, AND TO TAKE ALL NECESSARY ACTIONS TO ENFORCE THE CONTRACTUAL TRANSITION PROVISIONS, INCLUDING BUT NOT LIMITED TO FILING LITIGATION AGAINST BSO, AND PURSUING SUCH OTHER LAWFUL REMEDIES TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF THE CITY; PROVIDING FOR SEVERABILITY, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Section 166.021, Florida Statutes, grant municipalities the power to conduct municipal government, perform municipal functions and render municipal services, including the authority to establish and operate municipal police and fire-rescue departments to provide police and fire rescue services to residents, businesses, and visitors; and

WHEREAS, on June 23, 2025, BSO sent a notice of termination of the police and fire rescues services contracts (collectively, the "Public Safety Contracts") between BSO and the City, with termination effective as of September 30, 2025; and

WHEREAS, on January 20, 2026, the City Commission voted to proceed with transitioning police and fire rescue services from BSO and establishing City police and fire departments; and

WHEREAS, on March 3, 2026, the City Commission approved a Resolution to establish the City of Deerfield Beach Police Department and City of Deerfield Beach Fire Department (collectively, the "Departments"), and authorize and direct the City Manager and Office of Public Safety to take the necessary actions to provide for the establishment and development of the Departments and the transition of police and fire-rescue services from BSO to fully integrated, stand-alone City police and fire rescue Departments (the "Transition"); and

WHEREAS, Section 14(d) of the Police Services Agreement between BSO and the City provides that in the event of termination of the Agreement, BSO and the City shall "cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a City police

department or other provider of police services and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement”; and

WHEREAS, Section 14(d) of the Police Services Agreement provides further that in the event of termination of the Agreement, “and in the further event that the City is unable to provide for the same level of police protection at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until City is capable of rendering such police service, whichever occurs sooner”; and

WHEREAS, the City desires to provide for a smooth and harmonious Transition from BSO to the City of Deerfield Beach Police Department and the City of Deerfield Beach Fire Department consistent with the terms of the Public Safety Contracts; and

WHEREAS, despite the 24-month transition provision provided for in the Police Services Contract, which 24 month period would end on September 30, 2027, BSO has informed the City that, effective August 1, 2026, approximately 10 months after the transition went into effect, BSO plans to remove the BSO law enforcement personnel that currently service the six patrol zones in the western portion of the City (west of I-95); and

WHEREAS, BSO has also disregarded the City’s transition timeline that was provided to BSO on May 15, 2026, and recently disseminated mailings to City residents informing them of BSO’s plan to phase out BSO provided police services, with their Phase I effective August 1, 2026; and

WHEREAS, the City maintains that BSO’s actions are contrary to the terms of the transition provisions of the Contract, unnecessarily generate public confusion inconsistent with the parties’ obligations to “cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a City police department” and to the same high quality of police service as contemplated by the Contract during the transition, and adversely and unacceptably affect City residents’ health, safety, and welfare; and

WHEREAS, the governmental dispute resolution process set forth in Chapter 164, Florida Statutes, calls for notice, a conflict assessment meeting within 30 days, an opportunity for participation by affected third party governments, a joint public meeting of the governing bodies of the affected governments within 50 days, initiation of a formal mediation process within 14 days of the joint public meeting, and sufficient time for the mediation process to run its course, and also allows for immediate litigation in the event that an immediate danger to the health, safety, or welfare of the public requires immediate action; and

WHEREAS, the City Commission of the City of Deerfield Beach deems it to be in the best interest of the residents and citizens of the City to initiate the Chapter 164 Process with BSO regarding the Transition to the extent required by law prior to court action, and to engage Gerald Greenberg, Esq. and Gelber, Schachter & Greenberg, P.A. (“Special Counsel”) to represent the City regarding the dispute with BSO, and to take all actions necessary to enforce the City’s rights

under the Public Safety Contracts, including but not limited to filing litigation against BSO and participation in the Chapter 164 process to the extent deemed appropriate by Special Counsel; and

WHEREAS, the City Commission of the City of Deerfield Beach hereby finds that BSO's removal or reduction of BSO provided police services to the City (or portions thereof) on August 1, 2026, or at any time prior to September 30, 2027, would constitute an immediate danger to the health, safety, and welfare of the public, requiring immediate action, including but not limited to commencement of court proceedings, to protect the public and avoid compromising significant legal rights.

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 and findings are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby authorizes and directs the City Manager, or designee, to take all actions to initiate the conflict resolution proceedings set forth in Chapter 164, Florida Statutes, with BSO regarding the Transition to the extent required by law, including but not limited to, preparing the letter required by Section 164.1052, Florida Statutes, and publishing all notices of meetings required by Chapter 164, and scheduling all meetings required by Chapter 164, Florida Statutes, with BSO, if such actions are deemed necessary.

Section 3. The City Commission hereby authorizes and approves Gerald Greenberg, Esq. and Gelber, Schachter & Greenberg, P.A. to represent the City regarding the dispute with BSO and to take all actions necessary to enforce the City's rights under the Public Safety Contracts, including but not limited to filing litigation against BSO, participation in the Chapter 164 process to the extent considered appropriate by Special Counsel, and pursuing such other lawful remedies to protect the health, safety and welfare of the residents of the City.

Section 4. The City Manager, City Attorney and Special Counsel are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. If any clause, section, or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Gelber Schachter & Greenberg

Gerald E. Greenberg
Direct: (305) 728-0953
E-mail: ggreenberg@gsgpa.com

One Downtown
One Southeast Third Avenue, Suite 2600
Miami, Florida 33131-1715
Telephone: (305) 728-0950
Facsimile: (305) 728-0951

May 25, 2026

Via E-mail

Anthony Soroka
City Attorney
City of Deerfield Beach
asoroka@wsh-law.com

Re: Legal Representation

Dear Anthony:

This letter agreement sets forth all understandings relating to the engagement of the law firm of Gelber Schachter & Greenberg, P.A. (“GSG” or the “firm”) to serve as special legal counsel for the City of Deerfield Beach in its dispute with the Broward Sherriff’s Office.

For this matter, my firm will charge substantially discounted rates of \$475.00 per hour for all attorneys – including partners, associates, and counsel – and \$200.00 for paralegals. We reserve the right to utilize attorneys and paralegals within our discretion in order to handle your representation more efficiently. The above-referenced fees do not include costs incurred in connection with our representation. Costs generally include, but are not limited to, serving and filing fees; express delivery services; travel expenses; trial, hearing, and deposition transcript fees; and fees for audio and visual presentation of evidence in hearings or trials. Costs also include any necessary fees for investigators, court reporters, expert witnesses, accountants, and other such services. Costs may also include the hiring of other professionals, including experts and other attorneys, whom we decide may be of assistance to this representation. Certain costs may be billed directly to you by the vendors or professionals engaged. We will not incur any unusual cost items without first consulting with you.

Invoices will be prepared on a monthly basis and are due and payable upon receipt. The firm is entitled to collect any expenses, costs, and attorney’s fees, including for appeal, for collection of unpaid balances. In signing below, you agree and understand that you must notify the firm in writing within twenty (20) days of the invoice date of any disagreement they may have with an invoice or otherwise will waive their right to dispute that invoice. Although the firm typically requires a retainer deposit at the outset of any new matter, we will not seek one here given the nature of the client and matter. We do, however, reserve the right to seek a retainer if the representation changes significantly or if our monthly invoices are not paid in a timely manner.

Anthony Soroka
City of Deerfield Beach
May 25, 2026
Page 2

Either the City of Deerfield Beach or GSG may terminate this engagement at any time for any reason, subject on GSG's part only to the Florida Rules of Professional Responsibility. Without limiting the foregoing, you hereby consent to GSG's withdrawal from this engagement if continuing with it would be, in GSG's professional opinion, unlawful or unethical. You also consent to GSG's withdrawal in the event that GSG's invoices are not paid in accordance with this agreement. It is understood that in the event of any termination or withdrawal, GSG will be entitled to receive all unpaid fees and expenses.

Please sign a copy of this letter where indicated and return it to us. The effective date of this agreement will be the date we first performed work related to this matter, regardless of the date on which it is signed. If you have any questions about this agreement, please let us know before signing.

Thank you again. We look forward to working with you.

Sincerely,

Gelber Schachter & Greenberg, P.A.



By: _____
Gerald Greenberg

FOR THE CITY OF DEERFIELD BEACH:

I HAVE READ THE FOREGOING AND IT CLEARLY REFLECTS OUR AGREEMENT AS TO THE NATURE OF THE REPRESENTATION AS WELL AS FEES AND COSTS IN THIS MATTER. IN SIGNING BELOW, I AFFIRM THAT I AM AUTHORIZED TO BIND THE CITY OF DEERFIELD BEACH TO ALL TERMS SET FORTH ABOVE.

Signed: _____

Date: _____

RESOLUTION NO. 2021/034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR POLICE SERVICES FOR A FIVE-YEAR TERM; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City entered into an agreement with the Broward Sherriff's Office ("BSO"), dated October 1, 2015, for BSO to provide a high level of professional police services to the City for the benefit of the citizens of Deerfield Beach (the "Agreement"); and

WHEREAS, the City is desirous of maintaining a high level of competent professional police services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the initial five-year term of the Agreement was set to expire on September 30, 2020; and

WHEREAS, on September 14, 2020, the City and BSO entered into an Amendment to the Agreement to extend the term of the Agreement for six months while the parties negotiate a new agreement for police services; and

WHEREAS, the City and BSO have negotiated a new agreement for police services, attached as Exhibit "1" (the "Police Services Agreement"), for a five-year term commencing on April 1, 2021 and continuing through March 31, 2026.

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

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

Section 2. The City Commission hereby approves the Police Services Agreement with BSO, attached as Exhibit "1," for a five-year term commencing on April 1, 2021 and continuing through March 31, 2026.

Section 3. The Mayor and City Manager are hereby authorized to execute the Police Services Agreement, attached as Exhibit "1", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS 16TH DAY OF MARCH, 2021.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the 1st day of April, 2021, is made by and between the City of Deerfield Beach, (hereinafter referred to as the “CITY”) and the Broward Sheriff’s Office (hereinafter referred to as “BSO”).

W I T N E S S E T H:

WHEREAS, the CITY has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the CITY is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional police services, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

THE REMAINDER OF THIS PAGE INTENTIONALLY REMAINS BLANK

AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF DEERFIELD BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA

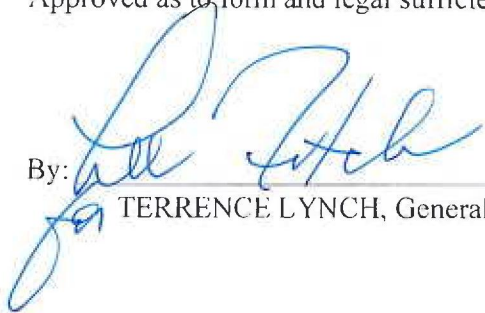
IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By:  _____
GREGORY TONY, Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By:  _____
TERRENCE LYNCH, General Counsel

CITY OF DEERFIELD BEACH, FLORIDA

Witnesses:



Print Name:

 Jocelyn McGowan

Print Name:

By: 

BILL GANZ, MAYOR

Date: 3-16-21

ATTESTED:



SAMANTHA GILLIARD, CITY CLERK

APPROVED AS TO FORM:



ANTHONY SOROKA, CITY ATTORNEY

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Deerfield Beach, FL
EFFECTIVE DATE:	April 1, 2021
FIRST YEAR:	April 1, 2021 – March 31, 2022
TERM:	April 1, 2021 – March 31, 2026
RENEWAL OPTION:	Renewable for one (1) five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
STAFFING STRUCTURE:	<p>District Complement</p> <ul style="list-style-type: none"> 1 Captain 1 Executive Officer/Lieutenant 2 Lieutenants 13 Deputy Sheriff Sergeants 115 Deputy Sheriffs 6 Community Service Aides 1 Crime Analyst 7 Part-time Parking Enforcement Specialists 2 Clerical Personnel 1 Secretary 149 TOTAL PERSONNEL
MINIMUM STAFFING:	BSO will assign 28 sworn patrol personnel (excluding CST and CI) in a twenty-four hour period, each working a twelve (12) hour shift. A minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy such Deputies as needed to meet the law enforcement needs of the CITY during any shift.

CONSIDERATION: Monthly Consideration	\$ 2,131,258.67 (FY 2021)
POLICE SERVICES CENTER ADDRESS:	300 Northeast 2 nd Street Deerfield Beach, FL 33441
FACILITIES ADDRESSES:	Police Headquarters 300 Northeast 2 nd Street, FL 33004 Deerfield Beach, FL 33441
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	City Manager David Santucci City of Deerfield Beach 150 Northeast 2nd Avenue Deerfield Beach, Florida 33441
Specific Terms:	<p><i>Criminal Investigative Unit and Selective Enforcement Unit</i></p> <p>A Criminal Investigations Unit and Crime Suppression Team (CST) shall be established to conduct the necessary investigations of criminal activity within the CITY. The CST Team's and Criminal Investigative Unit's caseload responsibility will be determined by the District Chief or designee. The District Criminal Investigations Unit and CST Team are specialized assignments within the CITY for particular investigations where and as the need for same requires. The Units shall not operate in the traditional shift structure. The on duty status of the Units will be determined by the District Chief or designee subject to recognized labor guidelines.</p> <p><i>Parking Enforcement</i></p> <p>BSO agrees to provide the CITY with seven (7) part-time Parking Enforcement Specialists. Parking Enforcement Specialists shall perform those functions as described in the job description on file with BSO. All candidates for Parking</p>

Enforcement Specialist shall be subject to BSO hiring procedures. The scheduling of Parking Enforcement Specialists shall be in the sole discretion of the District Chief or his designee in consultation with the City Manager. BSO COPS Program members may assist with parking enforcement within the CITY as mutually agreed upon between BSO and the CITY.

School Crossing Guard Program

BSO shall assist the CITY with the management of the Deerfield Beach School Crossing Guard Program in the field, monitor the Crossing Guards performance of their duties and report to the CITY on their performance in a manner and frequency agreed upon between the City Manager and the District Chief.

The School Crossing Guard Program includes school crossing guards employed by the CITY (collectively, the "Employee Guards") and school crossing guards (the "Contracted Guards") employed by a firm (the "Contractor") that perform school crossing guard services pursuant to a contract with the CITY (collectively, the "Crossing Guard Contract"). The CITY, as an employer of the , has the ultimate authority with regards to any and all employment related issues concerning the Employee Guards, which include but are not limited to, hiring, scheduling (times and locations), supervision, control, pay, discipline, training, promotions, uniforms, and policies and procedures. BSO and the CITY acknowledge that the Contractor shall have the ultimate authority regarding any and all employment related issues concerning the Contracted Guards, subject to the terms of the Crossing Guard Contract.

Any and all School Crossing Guards assigned to the City School Crossing Guard Program shall either be deemed employees of the CITY as to Employee Guards or of the Contractor as to Contractor Guards, but not of BSO.

The CITY shall be responsible for any and all costs attributed to the employment of the City Employees including, but not limited to, salaries, uniforms, work supplies, retirement contributions, insurance benefits, worker's compensation, unemployment compensation, leave accruals, FICA taxes, unemployment taxes, and any other recognized employee benefit or right. The CITY shall be responsible for any and all costs for the Crossing Guard Contract.

BSO shall not be liable for and the CITY agrees to indemnify BSO against any and all liability resulting from injury or illness, or any kind whatsoever, to the School Crossing Guards; however this indemnity does not include any negligence of BSO or BSO's employees.

The CITY shall be responsible for withholding employment related taxes including, but not limited to, FICA and Federal withholdings, from the Employee Guards' pay.

BSO shall not be responsible, in any manner, for any costs or expenses attributed to the CITY's School Crossing Guard Program, the Crossing Guard Contract or the employment of the School Crossing Guards.

To the extent permitted by law, the CITY shall indemnify, hold harmless, and defend BSO, his deputies, employees, agents, servants, designees, attorneys, and representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of the School Crossing Guards. BSO reserves the right to select defense counsel. Provisions of this section shall survive the expiration or nearly termination of this Agreement.

To the extent permitted by law, the CITY shall indemnify, hold harmless, and defend BSO, his deputies, employees, agents, servants, designees, attorneys, and representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from any School Crossing Guard employment related benefits or rights including, but not limited to, salaries, uniforms, work supplies, retirement contributions, insurance benefits, worker's compensation, unemployment compensation, leave accruals, FICA taxes, unemployment taxes, and any other recognized employee benefit or right.

To the extent permitted by law, BSO shall hold harmless, indemnify and defend the CITY against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, which may result from or arise out of the negligent acts of the employees of BSO while acting within the scope of their employment.

BSO and CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

BSO reserves the right to terminate the BSO'S assistance to the School Crossing Guard Program, provided BSO gives the CITY written notice of such termination no less than sixty (60) days prior to the commencement of the school year. The CITY reserves the right to terminate BSO's assistance to the School Crossing Guard Program upon providing BSO with no less than ninety (90) days prior written notice.

The CITY shall comply with all applicable sections of the Americans with Disabilities Act, Family Medical Leave Act, Fair Labor Standards Act, and all other federal, state, and local laws, rules, regulations, codes, and ordinances. The CITY shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, or physical or mental disability.

Special Event Detail

Three Details for City Sponsored Events are included in the annual consideration. The three events may include the following:

1. July 4th Celebration – one day event
2. Festival of the Arts – two day event
3. Pioneer Days – three day event,

or such other events as agreed upon between the City Manager and District Chief not to exceed six days per year.

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

I. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the CITY and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. CITY. "CITY" shall mean the City that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY, as shown in the Special Terms and Conditions of this Agreement.
- f. City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean the CITY Boundaries and any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between CITY and BSO.
- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.

- k. **Effective Date.** “Effective Date” shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. **Facilities.** “Facilities” shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. **Lien.** “Lien” shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- n. **Patrol Zone** shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.
- o. **Police Services Center.** “Police Services Center” shall mean the premises owned by the CITY in which the BSO command staff assigned to the CITY maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. **Police Services.** “Police Services” shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. **Renewal Option.** “Renewal Option” shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- r. **Term.** “Term” shall mean the length of this Agreement and any extensions thereto.
- s. **Uniformed Deputy.** “Uniformed Deputy” shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. STAFFING

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

BSO and the CITY shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the CITY.

- b. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO’s opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO’s employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The City may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement with the same formality as the original Agreement, and the compensation shall be

adjusted accordingly. Minor administrative modifications to the staffing which do not affect the cost of the agreement may be made with the mutual agreement of BSO and the City Manager.

- c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled BSO shift pick at least sixty (60) calendar days from the date that BSO and City Manager agree upon the modification.
- d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the CITY.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief shall keep the City Manager informed of the deployment of such personnel on a weekly basis and through regular staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief shall discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the CITY shall only be utilized for appropriate police services within the CITY, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

- e. **Minimum Staffing.** BSO shall provide to the CITY a minimum number of patrol deputies to patrol the CITY per day/shift. The minimum number of patrol deputies, excluding CST and CI deputies, shall be set forth in the Special Terms and Conditions of this Agreement.
- f. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide police services to the CITY.
- g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation, contributions to pension funds (unless otherwise specified in this Agreement), insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this Agreement.

BSO shall be responsible for the deduction and remission to the City of the employee contribution deducted biweekly by the BSO payroll process for those employees still in the City Pension plan. The CITY shall remain responsible for CITY contributions to the City Pension Plan. Nothing in this agreement shall affect the City's right to continue to receive Chapter 185, Florida Statutes premium tax money.

Notwithstanding the above, City shall continue to be directly responsible for the payment of the following costs in addition to the consideration set forth in this Agreement:

1. any claims, including workers compensation claims incurred prior to the date of the transition to BSO;
 2. The financial pension cost attributed to "past service" and the pension actuarial liability for the City Pension Plan which shall be paid directly by the CITY to the Pension Plan; and
 3. City shall bear the financial and actuarial responsibility for those participants in the City Pension Plan.
- h. Staffing Review and Modifications.** As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations in writing to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and the Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Chief and City Manager shall meet and discuss the need for such adjustment. The City Manager shall also have the right to request a staffing adjustment at any time during the year. Upon making such a request to the District Chief, the City Manager and the District Chief shall meet and discuss the need for such adjustment. If the City Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to BSO and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law. The reason for the disagreement shall be provided in writing to the other party.

- i. Transfers – BSO's Rights.** BSO shall have the right to transfer any Employee out of the District. BSO will provide the City Manager with written notice of the transfer and indicate whether the transfer is voluntary or involuntary.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

- j. **Transfers – City Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee’s rank and the reason for the request (the “Transfer Request”). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.
- k. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff’s Office.
- l. **Replacements.** Any Personnel transferred or reassigned out of the CITY shall be replaced within thirty (30) days of the transfer.
- m. **Staffing Continuity.** The CITY and BSO recognize the importance of combining the efforts and resources of BSO and the CITY in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and creating a public awareness to public safety related issues thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.
- n. **Education.** The parties acknowledge the importance of the District Employees’ knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, the City’s organizational structure and staff, its City Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District’s general make-up, geographic areas, industrial, business, City’s Code of Ordinances and residential composition and public safety related issues. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. ASSIGNMENT OF POLICE POWERS

The CITY does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the CITY which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the CITY while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce

the ordinances of the CITY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. QUARTERLY GOALS AND OBJECTIVES

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss law enforcement activities within the City occurring during the previous three (3) month period. At such meeting, the District Chief shall present the City Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing and Transfers;
- g. Vacancy Credits;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Overtime staffing costs;
- k. Response time reports, citizen complaints and their status/disposition;
- l. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- m. Any additional information requested by the City Manager.

Based upon the information presented by the District Chief to the City Manager, the District Chief, in concert with BSO command, and the City Manager shall review the law enforcement goals and objectives of the CITY, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO shall develop and implement operational initiatives to further such goals and objectives.

BSO shall provide monthly reports to the City Manager that include the following information:

- Monthly Crime Report (FDLE/~~UCR~~ NIBRS/FIBRS) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and

- Monthly crime prevention activities (past month and planned current month).
- The deployment of BSO personnel as a result of automatic or mutual aid agreements.

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s). BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the District Chief shall be mutually agreed upon by BSO and the City Manager.

BSO shall provide the City with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Chief.

5. DELETED

6. CONSIDERATION

- a. For the period from the Effective Date through the end of the September 30, 2021, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.
- b. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:
 1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums, and pension contributions, not to exceed an annual increase of 5% over the budgeted costs in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the CITY under the First Amendment to the Regional Interlocal Agreement with Broward County, effective as of January 1, 2021.
 2. BSO's budgeted costs for workers compensation premiums and pension contributions attributable to District Employees, which shall be based upon projected costs. The projected cost of these items shall be supported with third party documentation.
 3. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs in the preceding year. The projected costs of these items shall be supported with third party documentation.
- c. BSO shall submit a proposed budget to the CITY on or before the preceding May 1st. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, etc.).
- d. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District on the second payroll period in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the

CITY on or before May 1st as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in the second payroll period of February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the filled Employee positions within the same job classification for the second payroll period in February.

- e. The CITY and BSO shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before August 15th.
- f. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.
- h. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and work towards the goal of maintaining a full staff of deputies working within the District.
- i. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to BSO. The CITY's credit shall be calculated using the average budgeted cost of District Employees within the same job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the City Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment.

- j. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee and includes such information in the quarterly report to the City Manager. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its public safety related issues. The CITY shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing, and if BSO receives a salary savings.

- k. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In the event that BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for police services (an "Eligible Agreement"), BSO shall post the Eligible Agreement on BSO's website within 10 business days of execution thereof and shall notify the CITY of such posting within 14 business days of the. If the CITY reasonably determines that the Eligible Agreement overall includes material terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities, or (ii) the terms, services or equipment under the Eligible Agreement, at the City's sole discretion, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that BSO may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.
- m. In addition to the consideration being paid by the CITY to BSO under this Agreement, and pursuant to the First Amendment to the Regional Interlocal Agreement Between Broward County and the CITY Providing for Cooperative Participation in a Regional Public Safety Intranet, the CITY agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District in accordance with the First Amendment to the Regional Interlocal Agreement.

7. VEHICLE MARKINGS

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, the name of the CITY in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. FACILITIES

BSO shall operate at the following facilities as directed by the CITY - Police Services Center, required stations and substations. The Police Services Center and any other facilities owned by the CITY and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". Notwithstanding anything set forth herein to the contrary, City shall retain all dominion and control of the Facilities and BSO shall obtain no possessory interest in the Facilities by virtue of this contract. BSO's only activities on or in the Facilities shall be those related to fulfilling its contractual obligations as set forth herein. It is understood and agreed that the City shall continue to use the facilities for municipal purposes to the extent those activities do not materially interfere with the provision of services to the City within the City as required herein. Non-BSO employees shall comply with BSO security requirements for entry into BSO occupied areas of the Facilities. BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO but only for the term of this Agreement.

The CITY shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). BSO shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

City shall pay for all utility costs including, but not limited to, voice and data hardware, software [except for BSO network and system hardware and software], and connectivity, electric, sewer and water for the facilities.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate police services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities or the vehicles provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

BSO shall not permit unaccompanied minors in the Facilities except for minors participating in BSO approved youth programs.

The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

Each party will maintain insurance coverage, as it deems necessary, to cover such party's responsibilities as set forth in Agreement. The adequacy of such coverage shall not limit the party's responsibilities set forth herein.

Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishing and CITY-owned equipment within the Facilities that are occupied by BSO to provide services within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except for ordinary wear and tear and items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy under any provisions of this Agreement.

9. DISTRICT CHIEF

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the CITY and shall provide direct supervision of activities at the CITY's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the CITY. BSO's District Chief shall also function as a member of the CITY's staff with regard to law enforcement issues and report to the City Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the CITY and the areas of unincorporated Broward County, as described herein. The CITY and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the CITY's District Chief.

The CITY currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the CITY. BSO shall provide the CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the CITY's receipt of such notice, representatives from both BSO and the CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the City Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the District Chief. The CITY shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

The District Chief shall meet and confer with the City Manager or designee as needed and directed by the City Manager, for the purpose of maintaining the viability and vitality of this Agreement. The District Chief shall maintain his/her principal office and shall be principally located in the Police Headquarters at all times during the Term and shall serve on a full-time basis, until such time as there is a transfer or change of duty of him/her according to the terms of this Agreement.

The District Chief shall have the rank of Captain or higher. The District Chief shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the CITY and the Broward Sheriff's Office. In order to effectively administer issues such as promotions, special assignments, discipline, succession planning and personal development, BSO shall notify and confer with the City Manager prior to any reassignment of the District Chief.

In the event the CITY becomes dissatisfied with the performance of the District Chief, the CITY shall provide notification to BSO. Thereafter, representatives of BSO and the CITY

shall meet to discuss possible remedies of the problems experienced by the CITY. BSO agrees to act in good faith in resolving any problems experienced by the CITY. The City Manager may remove the District Chief at any time, without cause. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Chief from the CITY at any time for any of the following reasons:

- a. The District Chief is being promoted in rank;
- b. The District Chief is being demoted;
- c. The District Chief is being disciplined;
- d. The District Chief is retiring;
- e. The District Chief submits a request to transfer out of the City;
- f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
- g. The District Chief's failure to meet documented BSO performance standards and requirements; or
- h. Prior to the removal of the District Chief, BSO meets with the City Manager and notifies the City Manager that BSO has lost confidence in the District Chief.

The removal of the District Chief from the City for any reason not specified above shall require the prior approval of the City Manager.

10. FINES, FORFEITURES, REVENUES: PAYMENT

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.
- c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within

the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO.

- d. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through the active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds shall be equitably distributed by the applicable Task Force Memorandum of Understanding, less any costs as described herein, and any funds allocated for the City's share shall be deposited into the BSO's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Funds"). Such funds will be earmarked for BSO's use within the City as provided under federal law. BSO agrees that any currency seized within the CITY, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, or Federal regulations and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the CITY, or BSO Federal LETF fund as applicable, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "Funds"). The State Funds shall be and shall always remain in the ownership of the CITY and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:
 1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of such Funds, within the boundaries of the CITY, if such application is in compliance with Florida Statutes.
 2. The District Chief shall first submit the request to BSO's legal counsel for a determination as to whether the request complies with applicable law. If BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, to the City Manager.
 3. If the request and accompanied written certification are acceptable to the City Manager, the City Manager may place the request and written certification on the agenda for the City Commission's consideration.
 4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City. The City shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.
- e. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the CITY through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, shall be in the sole discretion of the CITY.

1. If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the City shall reimburse BSO for any costs, as described in paragraph 10(h), below, incurred in the seizure and forfeiture of such property.
 2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the CITY on or before September 30th of each fiscal year;
 3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved by the CITY, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
 4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.
 5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.
 6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, or Federal law, proceeds of the sale of such property, less costs as described in paragraph 12 (h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's use as required by Federal law. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d) above.
 7. If the personal property is approved by the CITY for use by BSO outside of the City boundaries, BSO will promptly notify the City Manager of such use.
- f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.
1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's

Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d), above.

2. If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.
 - i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice;
 - ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
 - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.
- g. In the event that real or personal property is seized within the CITY through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, or Federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (defined in Section 10(h)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.
- h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:
 1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
 2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.
- i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. The report(s) shall detail the quarterly revenues and

expenditures from the CITY's Law Enforcement Trust Fund. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.

- j. CITY shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO shall also provide technical assistance to CITY staff if requested with regard to the reporting procedure.
- k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY shall make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY's current agreement.

11. TOWING

It is recognized that the CITY may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the CITY enters into a towing agreement with a local vendor, BSO shall honor the CITY's agreement for tows occurring within the municipal boundaries of the CITY; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the CITY or in need of towing within the CITY are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the CITY's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the CITY's vendor with regards to all confiscations/forfeiture cases occurring within the CITY. On an annual basis, BSO shall provide the CITY with a credit equal to the amount of total revenues received by BSO from towing services provided within the CITY.

12. INSURANCE

BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

General Liability \$1,000,000/\$2,000,000

Automobile Liability \$1,000,000/\$2,000,000

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program.

The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

13. DEFAULT

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
 1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
 1. Terminate this Agreement pursuant to Section 14 herein;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;

3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

14. TERMINATION

- a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 14 shall commence.
- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection (c) of this Section 14. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.
- c. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable due to lack of payment of consideration by City, BSO may provide CITY with thirty (30) calendar days written notice of termination. At the expiration of the thirty (30) day notice period as described in the preceding provision, the transition period as set forth in the subsection D of this Section 14 shall commence. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- d. In the event of termination or expiration of this Agreement, BSO and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from

BSO to a CITY police department or other provider of police services and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the CITY is unable to provide for the same level of police protection at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until CITY is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to BSO during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by BSO. In the event this Agreement expires while the parties are negotiating a new agreement, this Agreement may be extended for a period of time not to exceed 90 days with the mutual agreement of BSO and the City Manager under the same terms and conditions. Any extension of the 90 day time period will require the approval of the City Commission.

- e. Equipment and Vehicles. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, including police vehicles owned by BSO that is directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.

Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the CITY until such time as the CITY and BSO execute such documents as are necessary to transfer liability for such vehicles and/or equipment from BSO to the CITY at the time the CITY takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment pursuant to this Section, and payment by the CITY, BSO shall convey all of its rights, title and interest, thereto, including police vehicles, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

15. INDEMNIFICATION

- a. The CITY and BSO shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.
- b. To the extent permitted by law, the CITY shall indemnify, defend, and hold BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of the CITY, its employees, agents, or servants and the CITY shall indemnify BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the CITY, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of BSO and BSO's employees shall not be deemed agents or servants of the

CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

- c. To the extent permitted by law, BSO shall indemnify, defend, and hold the CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, servants and BSO shall indemnify the CITY, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of BSO and BSO's employees shall not be deemed agents or servants of the CITY. BSO shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16. CONTRACTOR RELATIONSHIP

CITY hereby retains BSO as an independent contractor to provide Police Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 3 hereof.

17. NO PARTNERSHIP

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

18. REPRESENTATIONS AND WARRANTIES OF CITY

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The CITY is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida. The CITY has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as may be limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document governing the actions of CITY, or (d) require CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

19. REPRESENTATIONS AND WARRANTIES OF BSO

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. BSO is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and

provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 6(l). Additionally, neither party shall have the right of setoff nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

20. INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

21. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

22. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

23. DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

24. NOTICE

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY:

See Special Terms and Conditions

BSO:

Sheriff
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

25. NON-ASSIGNABILITY

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

26. TIME OF THE ESSENCE

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

27. ENTIRE AGREEMENT

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

29. WAIVER OF RIGHTS

CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

30. SEPARABILITY

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

31. WAIVER

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

32. ATTORNEYS' FEES

In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and reasonable attorney's fees (both trial and appellate) incurred in connection therewith.

33. DESCRIPTION OF SERVICES

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the CITY which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the CITY in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of BSO’s deputies during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

- a. *Uniformed law enforcement patrol*

BSO shall provide uniformed law enforcement patrol services for the CITY twenty-four (24) hours per day, seven (7) days a week as required by Exhibit A.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the City Manager. In order to address the ever-changing law enforcement needs of the City, the District Chief or the Chief’s designee shall have the discretion to modify the deployment of BSO staff within those patrol zones. Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO’s response standards and protocols.

- b. *Other Law Enforcement Services*

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the CITY:

1. BSO shall provide public education programs;
2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the CITY or as requested by the City Manager. If the requested action results in additional costs the consideration shall be adjusted accordingly.
3. The District Chief or designee shall attend and participate at CITY staff meetings, CITY Commission meetings as requested by the City Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting for the purpose of addressing District operations;
5. BSO shall provide the CITY with School Resource Deputies consistent with CITY's contractual arrangement with the School Board of Broward County. School Resource Deputies shall report to the District Chief and shall be assigned to schools subject to CITY approval. Any money paid to BSO from the School Board of Broward County for School Resource Deputies assigned to schools within the CITY shall be transferred to the CITY or credited to the CITY; and
6. BSO shall provide the Specific Services set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a) Administration;
- b) Budget and Management;
- c) Central Supply;
- d) Citizen Observer Patrol;
- e) Compensation and Assessment;
- f) Employee Assistance Program;
- g) Employee Benefits;
- h) Information Technology Division;
- i) Equal Employment Opportunity Division;
- j) Evidence and Property;
- k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
- l) Finance;
- m) Fleet Services;
- n) Grants Management;

- o) Human Resources;
- p) Training;
- q) Office of the General Counsel;
- r) Labor Relations;
- s) Purchasing;
- t) Records;
- u) Recruitment;
- v) Selection and Assessment;
- w) Victim Services; and
- x) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

- a. BSO shall provide security and traffic detail deputies to support special event activities occurring within the CITY in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for CITY-sponsored events shall be provided based upon the terms set forth in Exhibit A, Special Terms and Conditions.
- b. BSO will provide special detail services for CITY sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the CITY will be charged at BSO's special detail rates at the time of the event. BSO will provide the required level of services at no cost to the CITY for up to three (3) CITY sponsored events, as set forth in Exhibit A, per fiscal year. Any CITY sponsored events in excess of the three (3) aforementioned events will be charged to CITY at BSO's cost.
- c. Any and all special details requested by the CITY in excess of the above referenced three (3) CITY sponsored events shall be paid based upon the terms and conditions of the CITY's permit.

- d. District Employees shall be offered first choice to work the special details requested by the CITY for a City-sponsored event, unless interested personnel from the District cannot be identified, in which case other BSO personnel may be assigned.

COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the CITY by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the CITY has a contract with BSO for such services:

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Case filing;
- e) Marine/dive team;
- f) Canine deployment;
- g) SWAT team response;
- h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
- i) Drug enforcement and money laundering; and
- j) Strategic intelligence functions;
- k) The use of the mounted patrol;
- l) Law enforcement technical support services;
- m) Street crimes enforcement;
- n) Full-service crime lab;
- o) Helicopter patrol and air rescue services;
- p) Prisoner and jail services for municipal ordinance violators;
- q) E-911 (law enforcement, fire, and EMS dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the CITY and the County; and
- t) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service shall be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

If Broward County does not fully fund the E-911 services and equipment used for dispatch, confirmations, teletype, locates and other queries conducted by BSO for CITY, then CITY shall timely pay BSO all costs associated with the personnel and equipment for such E 911 services rendered by BSO to the extent not funded by Broward County, in addition to the other fees and costs mentioned in this Agreement.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the CITY, in whole or in part, BSO's obligation to provide such services to the CITY shall cease accordingly, unless the CITY agrees to fund the shortfall in BSO funding.

SHERIFF shall provide notice to the CITY of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

ADDITIONAL SERVICES:

Upon the request of the CITY Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

RESOLUTION NO. 2022/197

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE POLICE SERVICES AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE; AUTHORIZING EXECUTION OF THE FIRST AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the City's home rule powers, the City has the authority to provide or enter into a contract for the provision of police services within the municipal boundaries of the City; and

WHEREAS, on March 16, 2021, the City Commission approved a new agreement for police services with the Broward Sheriff's Office ("BSO") for a five-year term commencing on April 1, 2021 and continuing through March 31, 2026 (the "Police Service Agreement"); and

WHEREAS, the City and BSO desire to enter into a First Amendment to the Police Services Agreement, under the terms and conditions set forth in the attached Exhibit "1", to: (i) amend the staffing structure to replace two unfilled Deputy positions with one additional Deputy Sheriff Sergeant, and (ii) remove provisions relating to School Crossing Guards as employees of the City (the "First Amendment"); and

WHEREAS, the First Amendment to the Police Services Agreement takes effect commencing as of October 1, 2022; and

WHEREAS, the City Commission finds it in the best interest of the City to approve, and authorize execution of, the First Amendment to the Police Services Agreement with BSO.

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

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

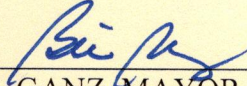
Section 2. The First Amendment to the Police Services Agreement with BSO, attached as Exhibit "1", is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the First Amendment, attached as Exhibit "1", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

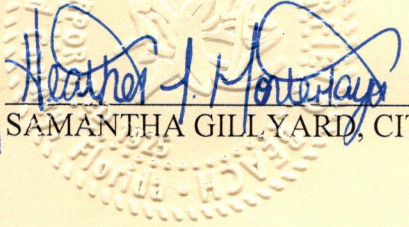

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF DECEMBER, 2022.



BILL GANZ, MAYOR

ATTEST:



for SAMANTHA GILLIARD, CITY CLERK

**FIRST AMENDMENT TO
AGREEMENT FOR POLICE SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES, dated as of October 1, 2022, is made by and between the City of Deerfield Beach, (hereinafter referred to as the “CITY”) and the Broward Sheriff’s Office (hereinafter referred to as “BSO”).

W I T N E S S E T H:

WHEREAS, the CITY has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, on March 16, 2021, the City Commission approved a new agreement for police services with the Broward Sheriff’s Office (“BSO”) for a five year term commencing on April 1, 2021 and continuing through March 31, 2026 (the “Police Service Agreement”); and

WHEREAS, the CITY and the SHERIFF desire to amend Exhibit “A” of the Police Services Agreement to (i) amend the staffing structure to replace two unfilled Deputy positions with one additional Deputy Sheriff Sergeant, and (ii) remove provisions relating to School Crossing Guards as employees of the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Effective October 1, 2022, the staffing structure as listed on Exhibit “A” to the Police Services Agreement shall be amended to replace two unfilled Deputy positions with one additional Deputy Sheriff Sergeant.
3. The amended staffing structure and consideration for Fiscal Year 2022/2023, is set forth in the attached Exhibit “A”, which is hereby adopted by the parties. The struck through provisions in the attached Exhibit “A” regarding School Crossing Guards are hereby deleted.
4. All other Sections of the Police Services Agreement remained unchanged and shall remain in full force and effect.

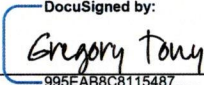
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FIRST AMENDMENT TO AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF DEERFIELD BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA

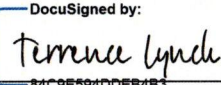
IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: 
995EAB8C8115487
GREGORY TONY, Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: 
84C9E594DDEB4B3...
TERRENCE LYNCH, General Counsel

CITY OF DEERFIELD BEACH, FLORIDA

Witnesses:

Kasey Wenhfield

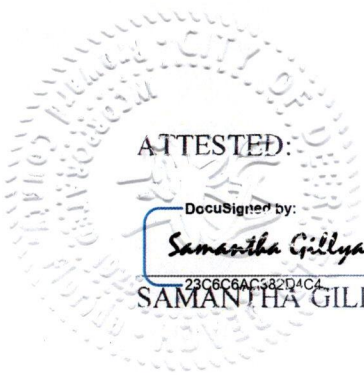
Print Name:

Tracy Batten

Print Name:

By: *Bill Ganz*
BILL GANZ, MAYOR

Date: *12/6/22*



ATTESTED:

DocuSigned by:

Samantha Gillyard

23C8C6AC582D4CA

SAMANTHA GILLYARD, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

Anthony Soroka

5CAA0437D59A4C4

ANTHONY SOROKA, CITY ATTORNEY

FIRST AMENDMENT
EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Deerfield Beach, FL
FIRST AMENDMENT EFFECTIVE DATE:	October 1, 2022
FIRST YEAR:	April 1, 2021 – March 31, 2022
TERM:	April 1, 2021 – March 31, 2026
RENEWAL OPTION:	Renewable for one (1) five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
STAFFING STRUCTURE:	<p>District Complement</p> <p>1 Captain</p> <p>1 Executive Officer/Lieutenant</p> <p>2 Lieutenants</p> <p>1314 Deputy Sheriff Sergeants</p> <p>115117 Deputy Sheriffs</p> <p>6 Community Service Aides</p> <p>1 Crime Analyst</p> <p>7 Part-time Parking Enforcement Specialists</p> <p>2 Clerical Personnel</p> <p>1 Secretary</p> <p>149152 TOTAL PERSONNEL</p>
MINIMUM STAFFING:	BSO will assign 28 sworn patrol personnel (excluding CST and CI) in a twenty-four hour period, each working a twelve (12) hour shift. A minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy such

	Deputies as needed to meet the law enforcement needs of the CITY during any shift.
CONSIDERATION:	
Monthly Consideration FY 2021	\$ 2,131,258.67 (FY 2021)
Monthly Consideration FY 2023	\$ 2,365,055.75 (FY 2023)
POLICE SERVICES CENTER ADDRESS:	300 Northeast 2 nd Street Deerfield Beach, FL 33441
FACILITIES ADDRESSES:	Police Headquarters 300 Northeast 2 nd Street, FL 33004 Deerfield Beach, FL 33441
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	City Manager David Santucci City of Deerfield Beach 150 Northeast 2nd Avenue Deerfield Beach, Florida 33441
Specific Terms:	<p><i>Criminal Investigative Unit and Selective Enforcement Unit</i></p> <p>A Criminal Investigations Unit and Crime Suppression Team (CST) shall be established to conduct the necessary investigations of criminal activity within the CITY. The CST Team's and Criminal Investigative Unit's caseload responsibility will be determined by the District Chief or designee. The District Criminal Investigations Unit and CST Team are specialized assignments within the CITY for particular investigations where and as the need for same requires. The Units shall not operate in the traditional shift structure. The on duty status of the Units will be determined by the District Chief or designee subject to recognized labor guidelines.</p> <p><i>Parking Enforcement</i></p>

BSO agrees to provide the CITY with seven (7) part-time Parking Enforcement Specialists. Parking Enforcement Specialists shall perform those functions as described in the job description on file with BSO. All candidates for Parking Enforcement Specialist shall be subject to BSO hiring procedures. The scheduling of Parking Enforcement Specialists shall be in the sole discretion of the District Chief or his designee in consultation with the City Manager. BSO COPS Program members may assist with parking enforcement within the CITY as mutually agreed upon between BSO and the CITY.

School Crossing Guard Program

BSO shall assist the CITY with the management of the Deerfield Beach School Crossing Guard Program in the field, monitor the Crossing Guards performance of their duties and report to the CITY on their performance in a manner and frequency agreed upon between the City Manager and the District Chief.

The School Crossing Guard Program includes school crossing guards ~~employed by the CITY (collectively, the "Employee Guards") and school crossing guards~~ (the "Contracted Guards") employed by a firm (the "Contractor") that perform school crossing guard services pursuant to a contract with the CITY (collectively, the "Crossing Guard Contract"). ~~The CITY, as an employer of the , has the ultimate authority with regards to any and all employment related issues concerning the Employee Guards, which include but are not limited to, hiring, scheduling (times and locations), supervision, control, pay, discipline, training, promotions, uniforms, and policies and procedures.~~ BSO and the CITY acknowledge that the Contractor shall have the ultimate authority regarding any and all employment related issues concerning the Contracted Guards, subject to the terms of the Crossing Guard Contract.

Any and all School Crossing Guards assigned to the City School Crossing Guard Program shall ~~either~~ be deemed employees ~~of the CITY as to Employee Guards or of the Contractor as to Contractor Guards, but not of BSO or the CITY.~~

~~The CITY shall be responsible for any and all costs attributed to the employment of the City Employees including, but not limited to, salaries, uniforms, work supplies, retirement contributions, insurance benefits, worker's compensation, unemployment compensation, leave accruals, FICA taxes, unemployment taxes, and any other recognized employee benefit or right. The CITY shall be responsible for any and all costs for the Crossing Guard Contract.~~

BSO shall not be liable for and the CITY agrees to indemnify BSO against any and all liability resulting from injury or illness, or any kind whatsoever, to the School Crossing Guards; however this indemnity does not include any negligence of BSO or BSO's employees.

~~The CITY shall be responsible for withholding employment related taxes including, but not limited to, FICA and Federal withholdings, from the Employee Guards' pay.~~

BSO shall not be responsible, in any manner, for any costs or expenses attributed to the CITY's School Crossing Guard Program, the Crossing Guard Contract or the employment of the School Crossing Guards.

To the extent permitted by law, the CITY shall cause the Contractor to indemnify, hold harmless, and defend BSO, his deputies, employees, agents, servants, designees, attorneys, and representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of the School Crossing Guards. BSO reserves the right to select defense counsel. Provisions of this section shall survive the expiration or nearly termination of this Agreement.

~~To the extent permitted by law, the CITY shall indemnify, hold harmless, and defend BSO, his deputies, employees, agents, servants, designees, attorneys, and representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from any School Crossing Guard employment related benefits or rights including, but not limited to, salaries, uniforms, work supplies, retirement contributions, insurance benefits, worker's compensation, unemployment compensation, leave accruals,~~

	<p>FICA taxes, unemployment taxes, and any other recognized employee benefit or right.</p> <p>To the extent permitted by law, BSO shall hold harmless, indemnify and defend the CITY against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, which may result from or arise out of the negligent acts of the employees of BSO while acting within the scope of their employment.</p> <p>BSO and CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.</p> <p>BSO reserves the right to terminate the BSO'S assistance to the School Crossing Guard Program, provided BSO gives the CITY written notice of such termination no less than sixty (60) days prior to the commencement of the school year. The CITY reserves the right to terminate BSO's assistance to the School Crossing Guard Program upon providing BSO with no less than ninety (90) days prior written notice.</p> <p>The CITY shall comply with all applicable sections of the Americans with Disabilities Act, Family Medical Leave Act, Fair Labor Standards Act, and all other federal, state, and local laws, rules, regulations, codes, and ordinances. The CITY shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, or physical or mental disability.</p> <p><u>Special Event Detail</u></p> <p>Three Details for City Sponsored Events are included in the annual consideration. The three events may include the following:</p> <ol style="list-style-type: none">1. July 4th Celebration – one day event2. Festival of the Arts – two day event3. Pioneer Days – three day event, <p>or such other events as agreed upon between the City Manager and District Chief not to exceed six days per year.</p>
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