



Regular City Commission Meeting Agenda

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

Mayor Todd Drosky

Vice Mayor Ben Preston

District 1 Commissioner Michael Hudak

District 3 Commissioner Daniel Shanetzky

District 4 Commissioner Tom Plaut

Tuesday

May 6, 2025

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: April 1, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Hillsboro Inlet District Meeting Minutes

Attachment: March 17, 2025

Community Appearance Board Meeting Minutes

Attachment: March 26, 2025

APPROVAL OF THE AGENDA

May 6, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/88937240656?pwd=aMbuRYtppGmgOLZFAr37o5tQb28vgl.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 889 3724 0656#

Participant ID: #

Passcode: 112532#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificate of Recognition presented to the Pompano Beach Vet Center for Veteran Outreach in Century Village.**

Sponsor: Commissioner Shanetzky

2. **Proclamation presented to Filthy Organics in recognition of International Compost Awareness Week.**

Sponsor: Department of Sustainable Management

PUBLIC COMMENT

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

determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENTS

- 3. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Marine Advisory Board; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Shanetzky & Mayor Drosky

Attachment: Marine Advisory Board

- 4. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the election results for members to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: Municipal Firefighters' Pension Trust Fund

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 5. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Community Bridge of Hope Fellowship, Inc., for a birthday gala to be held at the Johnny L. Tigner Community Center on August 30, 2025 from 4:00 pm to 10:00 pm; approval of admission sales and book sales by Community Bridge of Hope Fellowship, Inc. for the event; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Community Bridge of Hope Fellowship, Inc.

6. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Cove Brewery, LLC, for the Covechella Event taking place at 1500 SE 3rd Court within the Cove Shopping Plaza on July 26, 2025 from noon to 11:00 pm; approving use of the southwest side of the Cove Shopping Plaza and a road closure on the southwest side of the plaza from 5:00 am to midnight; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Cove Brewery, LLC

7. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-014 for city-wide tree trimming, removal and maintenance services; authorizing execution of a contract with Southern Arbor Services, Inc., the lowest priced responsive and responsible bidder, for a three-year term with two additional one-year renewal options in an annual amount not to exceed \$450,000.00; and providing an effective date. (*Funds from Account #100-700-720-7201-000-57200-503219 - Tree Maintenance*)**

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: Southern Arbor Services, Inc.

8. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the second contract renewal for fireworks display with Zambelli Fireworks Manufacturing Company for the 2025 Fourth of July fireworks display and drone show event in an amount not to exceed \$141,390.00; providing for conflicts, implementation and an effective date. (*Funds from Account #190-500-520-5200-000-55200-503574 - CRA Fund/Special Events & Account #100-700-720-7400-000-57400-503550 - General Fund/Centennial Celebration*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Zambelli Fireworks Manufacturing Company

DEPARTMENTAL BUSINESS

9. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the entitlement period provided in the Purchase and Sale Agreement with MBA Development Partners of Florida, LLC, ("MBA") through May 7, 2026, with the potential for two additional four month extensions provided MBA is diligently pursuing the final development approvals, contingent on MBA expediting the Mayo Howard Park improvements; and providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Economic Development

Attachment: MBA Development Partners of Florida, LLC

10. **ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH CAFÉ, LLC, FOR THE LEASE OF THE CITY'S PIER RESTAURANT FOR A TWENTY-YEAR TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for May 20, 2025

Voting Requirement: Adoption requires a 4/5 vote of the City Commission at Second Reading.

Sponsor: Office of the City Attorney

Attachment: Pier Restaurant Lease

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, May 20, 2025

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, April 1, 2025

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 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

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

Also Present:

City Manager Rodney Brimlow
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.

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes - January 14 & February 11, 2025

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

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

APPROVAL OF CITY COMMISSION AGENDA

April 1, 2025

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

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

AWARDS & RECOGNITION

1. Proclamation presented to Children's Services Council of Broward County in recognition of Child Abuse Prevention Month.

Mayor Drosky presented a proclamation to the Children's Services Council of Broward County in recognition of Child Abuse Prevention Month.

Commissioner Hudak briefly commented on the importance of child abuse prevention month. Thereafter, he thanked the Children's Services Council of Broward County for their ongoing efforts.

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

Captain Hofstein recognized various law enforcement staff for their ongoing efforts with keeping the community safe.

PRESENTATIONS

3. Presentation regarding the Dune Management Plan.

Patrick Bardes, Coastal and Waterways Coordinator, highlighted a brief PowerPoint presentation. The Dune Master Plan highlights design standards and implementation, maintenance guidelines, plant species recommendations, funding considerations, and stakeholder engagement. Maintenance guidelines consists of a 4-8-foot buffer from grassy berm to reduce landward spreading of dunes; construction or retrofit access points to a 45-degree angle to reduce sand intrusion; trim back vegetation to provide six feet of clearance in areas where the vegetation has overgrown the existing beach access points; and inspection events should be conducted annually with maintenance activities provided on an as-needed basis. Further, he commented on issues that have occurred, whereby, staff was able to maintain the dunes and clean up the area. Thereafter, he introduced Mark Hartman, Broward County Environmental Specialist, and Lee Gottlieb.

Mr. Hartman said Broward County provides grant funding for dunes that have been overgrown by invasive species, or for the creation of new dunes that have been removed or placed in areas that have not historically been utilized by dunes. Further, he said Broward County partners with various outside agencies who help with the dune removal and/or planting. Thereafter, he introduced Lee Gottlieb, South Florida Audubon Society.

Mr. Gottlieb briefly commented on a previous project that was completed on the southside of the beach, which is currently in great condition due to ongoing maintenance. He hopes to assist the City with finding volunteers, engaging funding opportunities, and bringing in corporate partnerships. Further, he said the County understands the importance of coastal dune systems, and Deerfield Beach is a very important part of the process.

Mr. Bardes said staff will be moving forward with the implementation of the dune master plan, whereby, the first project is anticipated to begin in the fall of 2025, and funding requests will be proposed in the upcoming FY26 budget. Thereafter, he provided a brief overview of the purpose of the dune system. Lastly, he said the current dune systems were installed 10 years ago, and have not grown higher than the brown screen.

Mayor Drosky opened the public hearing.

Tom Connick, 411 E. Hillsboro Blvd., Deerfield Beach, spoke in opposition of the Dune Master Plan.

Mayor Drosky closed the public hearing.

Commissioner Hudak said dune systems have been an ongoing issue, so when the Master Plan was first discussed, he requested that certain restrictions be included, i.e. dune systems should not be more than 20 feet wide, and the height must be properly maintained. He reiterated that the current dune systems are 10 years old, and have captured a large amount of sand, which not only has protected against beach erosion, but has protected the businesses and sand from blowing into the street. Thereafter, he commented on Fort Lauderdale beach.

PRESENTATIONS - CONTINUED

In response to Commissioner Shanetzky's questions, Mr. Bardes replied that the beach will still be safely accessible to the public. Further, he provided a brief overview of the pros and cons for a beach wall, whereby, the State encourages dune plantings.

Commissioner Hudak displayed photographs of the wall on Fort Lauderdale beach, and stated that dune systems are the best defense against sand infiltrating the roadways. Further, he said the dunes are cheaper to maintain than the windscreen; therefore, he supports the Dune Master Plan.

In response to Commissioner Shanetzky's question, Mr. Bardes replied that there are offshore resources that would prevent the City from obtaining permits for a longer jetty.

PUBLIC HEARINGS - SECOND READING

4. **P.H. 2025-050: ORDINANCE 2025/001 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING A PORTION OF A FIFTEEN-FOOT-WIDE ALLEY RIGHT-OF-WAY LOCATED IN THE VICINITY OF 1400 & 1498 SW 3RD STREET, DEERFIELD BEACH; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

QUASI-JUDICIAL PUBLIC HEARINGS

5. **P.H. 2025-051: Application 25-P-239**

Applicant: **Alliance 3rd Street Deerfield LLC represented by Bohler Engineering**

Proposal: Seeking PLAT application approval to replat a 3.28-acre site restricted to 71,248 square feet of warehouse to be known as "Alliance 3rd Street Deerfield, A Replat of Tract 'A', Welch Plat".

Location: The property is generally described as WELCH PLAT 133-7 B PARCEL A and, SUB OF SECTION 35-47-42 2-63 PB TR 62 E 228.15 OF S1/2 LESS N 30 FOR RD & LESS COMM INTER C/L OF LOCK RD & C/L NW 3 ST, ELY ALG C/L NW 3 ST 440.13 TO POB, CONT ELY 179.87, SLY 330.64, WLY 165.82 NLY 330.88 M/L TO POB, LESS N 30, TR 63, W 301.88 OF S1/2 LESS N 30 FOR RD and located at **1400 & 1498 NW 3rd Street**.

6. **P.H. 2025-052: APPLICATION 05-B3-94 Rev 3**

Applicant: **Alliance 3rd Street Deerfield LCC represented by Bohler Engineering**

Proposal: Seeking Major Site Plan approval to construct a new one-story 71,248 square-foot industrial building consisting of 7,000 square feet of office space and 64,248 square feet of warehouse space with associated site improvements on a 3.28-acre site consisting of two lots.

Location: The property is generally described as WELCH PLAT 133-7 B PARCEL A and, SUB OF SECTION 35-47-42 2-63 PB TR 62 E 228.15 OF S1/2 LESS N 30 FOR RD & LESS COMM INTER C/L OF LOCK RD & C/L NW 3 ST, ELY ALG C/L NW 3 ST 440.13 TO POB, CONT ELY 179.87, SLY 330.64, WLY 165.82 NLY 330.88 M/L TO POB, LESS N 30, TR 63, W 301.88 OF S1/2 LESS N 30 FOR RD and located at **1400 & 1498 NW 3rd Street**.

Items 4 - 6 were discussed simultaneously, but voted on separately.

Thereafter, the Ordinance and both Resolutions were read into the record by title only.

Heidi Davis Knapik, 450 E. Las Olas Blvd, Suite 1400, Fort Lauderdale, representing the applicant, waived the quasi-judicial. Thereafter, she highlighted a brief PowerPoint presentation. She explained that the property consists of two parcels that are approximately 137,693 square feet, and zoned B-3 General Business, with a city land use designation of industrial. The applicant is seeking approval for a major site plan, right-of-way abandonment, plat, parking deviation, and deed restricted uses. The proposed use is for a one-story, 71,248 square foot industrial distribution center, whereby, 64,248 square feet will be used for industrial and 7,000 square feet for office use. The building will be divided into 4 to 5 tenant bays that will be consistent with the zoning and land use, and compatible with the surrounding uses and area. Thereafter, she briefly outlined the design and architectural features, as well as the landscape plan.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Continuing, Ms. Davis Knapik stated that the applicant is requesting a parking deviation due to the uses of the bays, whereby, only 78 are needed in lieu of the required 103. The proposed uses on the property will not be open to the public and the applicant has voluntarily agreed to restrict certain permitted uses in the B-3 that typically have larger parking needs. Further, the applicant is requesting to vacate a 15' right-of-way (ROW) at the rear of the 1498 parcel, as it is unused and not traversable. The ROW application was reviewed and approved by the abutting neighbor, whereby, the area will be cleaned up and used as part of the landscape buffer for the project. Lastly, the applicant is also requesting plat approval, whereby, the 1400 parcel was already platted, but not 1498, so the applicant will be combining 1400, 1498, and the 15' ROW into one parcel. The plat will be restricted to the 71,248 square feet of warehouse use.

Mayor Drosky opened the public hearing.

James McGeary, 1442 SE 6th Street, Deerfield Beach, asked if this property is accessible from Hillsboro Boulevard.

Ms. Davis Knapik replied that it is not.

Mayor Drosky closed the public hearing.

In response to Commissioner Hudak's question, Eric Power, Director of Planning & Development Services/Interim Director of Environmental Services, replied that the agreement was requested by staff to ensure that parking would not be an issue in the future.

Commissioner Plaut spoke in support of each of the applications.

Heather Montemayor, City Clerk, advised that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, the applicant's representative made the following campaign contributions: Mayor Todd Drosky - \$750 on February 26, 2025.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Item 4, adopted Ordinance 2025/001. Voice Vote:

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

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 5, adopted Resolution 2025/033. Voice Vote:

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

MOTION was made by Commissioner Plaut, seconded by Commissioner Shanetzky, to approve Item 6, adopted Resolution 2025/034. Voice Vote:

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

7. P.H. 2025-053: Application Sign Variance No. 784

Applicant: **Sprouts Farmers Market represented by Paragon Development, LLC**

Proposal: Seeking a sign variance approval from Code Section 102-8(a)(3) of the Land Development Code to allow for a total wall sign area of 149 square feet in lieu of the permitted maximum square footage of 100 square feet.

Location: The property is generally described as Grand Union Deerfield Beach 117-12 B Parcel "A" LESS PT DESC AS, BEG AT NW COR, SLY 298.06, ELY FOR 297.33, NLY 209.50, 2LY 495.98 to POB & LESS PT K/A Pumping Station Site & LESS PART DESC IN OR 15251/989 and located at **3701 West Hillsboro Boulevard**.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Leo Ferraro, 12565 Orange Drive, Suite 402, Davie, representing the applicant, waived the quasi-judicial. Thereafter, he briefly outlined the proposed application.

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

Commissioner Plaut spoke in support of the proposed application, so it's more visible to drivers.

Commissioner Shanetzky spoke in support of the proposed application, as the neighboring businesses have the same size signage.

Mayor Drosky spoke in support of the proposed application, as the setback makes it nearly impossible to see anything smaller than what is being proposed.

MOTION was made by Commissioner Shanetzky, seconded by Commissioner Plaut, to approve Item 7, adopted Resolution 2025/035. Voice Vote:

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

Nays: 0

8. P.H. 2025-054: APPLICATION: TECHNICAL DEVIATION CASE #2635

Applicant: **NEW HOPE BRAZILIAN BAPTIST CHURCH, REPRESENTED BY RAPHAEL CARVALHO**

Proposal: Seeking approval of a TECHNICAL DEVIATION of forty-one (41) parking spaces in accordance with Section 98-88(q)(ii) of the Deerfield Beach Land Development Code to permit a house of worship use to operate with thirty-two (32) allocated spaces, in lieu of seventy-three (73) spaces as required by Code.

Location: The property is generally described as COLONNADE BUSINESS CENTER 1 139-49 B A POR OF PAR A DESC AS: COMM AT NW COR SAID PAR A; E 420.24; S 107.30 TO POB CONT S 248.97; E 431.71; N 356.23 TO N LINE OF, and located at **2100-2150 SW 10 ST, A.**

Raphael Martins, General Contractor, representing the applicant, waived the quasi-judicial. Thereafter, he briefly outlined the proposed application.

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

Commissioner Plaut stated that when services are held, the surrounding businesses will be closed and not impacted; therefore, he spoke in support of the proposed application.

Vice Mayor Preston spoke in support of the proposed of the application.

MOTION was made by Commissioner Plaut, seconded by Commissioner Shanetzky, to approve Item 8, adopted Resolution 2025/036. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on comments made at previous meetings, the City's organizational chart, reopening of the pier, the pier restaurant, and code compliance and building services contracts.

April Bolowich, 899 NE 4th Street, Deerfield Beach, commented on various legislative bills regarding redevelopment, which she is opposed to.

PUBLIC COMMENT - CONTINUED

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, commented on a code issue, whereby, she was advised by Code Compliance to take pictures, which she believes is not her job.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, commented on a situation that occurred between a child and law enforcement.

Dean Kallan, 3250 SW 2nd Court, Deerfield Beach, said something must be done with the building permitting process, as the current system is extremely antiquated and contractors do not want to be bothered. Further, he said codes must be re-evaluated, as they do not meet the current needs of the City; therefore, he suggested the establishment of a review board.

James Gorman, 2896 NE 13th Avenue, Deerfield Beach, commented on a seawall permit he is currently experiencing issues with.

Angel Santana, 533 NE 1st Avenue, Deerfield Beach, commented on illegal dumping that is occurring on 1st Avenue, as well as construction at the entrance of 1st Avenue, which is an eyesore.

Cal Sharpe, 800 NW 41st Court, Deerfield Beach, expressed concerns with the parking situation in his neighborhood, particularly around the cul-de-sac in front of his home.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

9. Resolution 2025/037 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the disposal and removal from the City's applicable capital asset records of certain fixed assets disposed of or surplus prior to September 30, 2023, in accordance with Chapter 274, Florida Statutes; providing for implementation and an effective date.
10. Resolution 2025/038 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by FlamingoCon, Inc. for a tabletop gaming/sidewalk market to be held at the Johnny L. Tigner Community Center on May 17, 2025 from 10:00 am to 9:00 pm; approval of ticket sales for the event; and providing for an effective date.
11. Resolution 2025/039 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Deerfield Beach Christian Ministerial Association for the Easter Sunrise Service Special Event taking place on the beach sand north of the pier in front of the Main Beach parking lot at 149 SE 21st Avenue on April 20, 2025 from 6:00 am to 8:00 am; approving a waiver of fees; providing for an effective date.

Mayor Drosky opened the public hearing on Item 9 - 11.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Item 9.

Mayor Drosky closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Items 9 - 11 in concert. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - *None*.

CITY MANAGER

Braithwaite Center for Active Aging - Rodney Brimlow, City Manager, stated that the Areawide Council on Agency of Broward County performed an audit, and he is happy to report there were no findings.

Department of Government Efficiency - Mr. Brimlow provided a brief overview of DOGE, whereby, a timely response was sent to the Governor.

CITY COMMISSION BUSINESS

12. Consideration to approve the voting delegates to the 2025-2026 Board of Directors for Broward League of Cities.

13. Consideration to appoint a representative to the Broward Metropolitan Planning Organization (MPO) Board.

Items 12 & 13 were discussed together, but voted on separately.

There was a brief discussion to select Commissioner Hudak as the voting delegate, Mayor Drosky as the alternate, and Commissioner Hudak as the second alternate for the Broward League of Cities.

Thereafter, there was a brief discussion regarding the appointment to the Broward MPO, whereby, it was decided to select Mayor Drosky as the representative.

Mayor Drosky opened the public hearing for Item 12.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, ask for clarification on the cost for the platinum sponsorship at the Annual Gala.

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Commissioner Shanetzky, to approve Commissioner Plaut as the voting delegate, Mayor Drosky as the alternate, and Commissioner Hudak as the second alternate. Voice Vote:

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

Mayor Drosky opened the public hearing for Item 13.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, commented on the importance of the Elected Officials being involved, as they must represent the City.

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Mayor Drosky as the Broward MPO representative. Voice Vote:

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

ADDENDUM**14. Discussion and potential action regarding County ordinances related to the Monarch landfill expansion.**

Anthony Soroka, City Attorney, provided a brief overview of the next steps.

Thereafter, Ralph Demaio, outside counsel, entertained questions posed by the City Commission.

Mayor Drosky opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked for the clarification on the cost, if this item moves forward.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, spoke in support of moving forward with Coconut Creek.

MOTION was made by Commissioner Hudak, seconded by Commissioner Shanetzky, to direct outside counsel to make the necessary filings to have Deerfield Beach participate along with Coconut Creek in the Chapter 163 Challenge and Formal Administrative Hearing. Roll Call:

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

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

Thank You - Commissioner Plaut thanked his constituents again for trusting in him. Additionally, he thanked staff for their ongoing efforts.

Meetings/Events - Commissioner Plaut provided a brief overview of various meetings and events he's attended since being elected.

COMMISSIONER SHANETZKY**DISTRICT 3**

Upcoming/Ongoing Projects - Commissioner Shanetzky provided a brief update on the main gate at Century Village. Further, he commented on the wall being built around Century Village.

NW 45th Street Stormwater Project - Commissioner Shanetzky stated that a meeting will take place on Monday, April 28th in the City Commission Chambers to discuss the project.

Meadows of Crystal Lake - Commissioner Shanetzky stated that the community was complaining about the ingress and egress, which has since been resolved.

COMMISSIONER HUDAK**DISTRICT 1**

D1 Community Meeting - Commissioner Hudak said the meeting will take place on Thursday, April 10th at 7:00 p.m. in the City Commission Chambers.

Women's History Hall of Fame Inductee Brunch - Commissioner Hudak briefly commented on the event, and thanked the current and past inductees for their ongoing efforts.

Upcoming Events - Commissioner Hudak said the easter egg roll will be held at the Middle School on April 12th at 9:00 a.m. and the Bernard Adams Municipal Complex dedication will be held on April 12th at 9:00 a.m.

VICE MAYOR PRESTON**DISTRICT 2**

Women's History Hall of Fame Inductee Brunch - Vice Mayor Preston briefly commented on the event, which was a well-attended event. Thereafter, he thanked staff for their efforts.

D2 Meeting - Vice Mayor Preston thanked staff for their efforts.

Park Ridge Elementary - Vice Mayor Preston stated that Real Men Read will take place on Friday, April 4th at 8:15 a.m.

Meeting Changes - Vice Mayor Preston expressed concerns with the public being able to comment on the dune management presentation, as he believes the entire commission should have had a say. Additionally, he spoke in opposition to the additional minute being eliminated.

Mayor Drosky said the additional minute was offered by the former mayor, and some would get it, and others would not; nonetheless, he believes people should be able to make their point in three minutes. Further, he did not see any harm in opening the public comment for the dune management presentation, as there were members of the public that wanted to speak, and Commissioner Hudak asked to hold his comments until after public comment.

MAYOR DROSKY

Real Men Read - Mayor Drosky said he will be attending the event.

Invocation - Mayor Drosky said he has received a lot of feedback from individuals requesting to bring back the invocation, and wanted to see how the Commission felt.

After a brief discussion, it was the consensus of the Commission to continue with the moment of silence.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston, to adjourn the meeting at 9:29 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

Heather Montemayor, CMC, City Clerk

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, March 17, 2025
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

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

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L.
Captain, Woodworth Draughon
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews

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

APPROVAL OF MINUTES: A Motion to approve the February 24, 2025 Regular Meeting Minutes was made by Commissioner O'Neill and seconded by Commissioner Strauss.

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

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

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Campbell and seconded by Commissioner Chappell for approval of all outstanding bills in the amount of \$53,900.93. The bills were reviewed and discussed in detail.

Chair Denise Bryan	Yes
Vice Chair Laurence Gore	Yes
Commissioner Tyler Chappell	Yes
Commissioner Randy Strauss	Yes
Commissioner Robert O'Neill	Yes
Commissioner Max Turner	Yes
Commissioner Tom Campbell	Yes

The Motion to approve the outstanding bills in the amount of \$53,900.93 was approved unanimously. (7-0)

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

Chair Denise Bryan	Yes
Vice Chair Laurence Gore	Yes
Commissioner Tyler Chappell	Yes
Commissioner Randy Strauss	Yes
Commissioner Robert O'Neill	Yes
Commissioner Max Turner	Yes
Commissioner Tom Campbell	Yes

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

INLET STATUS REPORT: Captain Draughon advised the Board no depth chart due to weather and advised that he will provide soundings when weather permits. There was 4.5 hours dredging time, resulting in about 2,025 yd³ of sand bypassed to Pompano Beach.

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

1. Completed C9 auxiliary engine heat exchanger installation;
2. Primed hydraulic system. There was some contamination. A final flush was performed;
3. Replaced electrical power switch on C9 engine;
4. Repaired leak on flapper valve; 3 months lead time;
5. Repaired and reconditioned buoys;
6. Replaced faulty air-conditioner unit in trailer;
7. Performed lube oil and filter; and
8. Repaired electrical monitors, control modules have burned out.

Captain Draughon advised that the crane is down right now and being repaired and advised that he will provide updates. He has been communicating with the crane company.

Commissioner Campbell inquired if there is still plenty of sand in the inlet that can be dredged. Captain Draughon advised that there is a lot of sand still to be dredged.

PUBLIC COMMENTS: None.

OLD BUSINESS

INSURANCE BENEFIT BROKER INFORMATION – ANNA MARIA STUDLEY, RISK STRATEGIES/GEHRING: Attorney Tolces advised that this item will be continued until next

month and advised that Anna Maria Studley of Risk Strategies/Gehring is still putting together information. Attorney Tolces advised that the next meeting will be on April 21, 2025.

UPDATE REGARDING DEP AND USACOE PERMIT APPLICATIONS: Attorney Tolces advised they have a meeting with the Division of State Lands Department of Environmental Protection zoom meeting tomorrow total about the submerged lands easement and what their concerns are so the District can find out what is going on with its permit.

Zak Bedell of Foth Environment and Infrastructure, LLC advised that on the Army Corp. permit they are still waiting to receive a follow up from Permit Manager regarding additional questions they have regarding the application. Zak has been trying to reach out via telephone and e-mail on a weekly basis to try and get an update for the District.

Mr. Bedell also advised that the annual Sand Bypassing Report was submitted and the Florida Department of Environmental Protection confirmed receipt and can be closed out for this year.

NEW BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that with respect to the litigation that is pending regarding the location where the District discharge pipe is, there is no update from last month's meeting. Mr. Tolces advised that if they do hear anything they will let the Board know.

Attorney Tolces advised that Broward County has a new Tax Collector and there is potential that the tax collector will seek another 2 percent on what the District already pays the Property Appraiser for collection of taxes whether it is from a City or Special District.

COMMISSIONER COMMENTS: Commissioner Campbell advised that the Town of Hillsboro Beach is starting the process of developing their beach renourishment project plan which could be as early 2027 and they are considering including as a borrow area the outer section of the District's channel and they would like to coordinate that with the District and possibly setting an agenda item for the next meeting. Attorney Tolces advised that the District can put this item on next month's agenda.

Commission Chappell inquired about the Swaim issue and if it was resolved for any of the District's operations. Attorney Tolces that it never impacted the District specifically because it was a title issue. That matter is currently on appeal.

ADJOURNMENT: Motion was made by Commissioner Chappell to adjourn the meeting and seconded by Commissioner Strauss. The meeting was adjourned at 6:49 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
March 26, 2025**

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

Roll Call:

Present: Jack Hugentugler
Jason Leet
Janelle Richards, Alternate
Joseph Cummings, Vice Chair
Harry Belton, Chair

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

Absent: Tinka Ellington
Agnes Mancuso, Alternate

APPROVAL OF MINUTES OF PREVIOUS MEETING

Daniel Mantell, Planning and Zoning Manager, clarified that the minutes are for March 13, 2025, not February 26, 2025.

Vice Chair Cummings made a motion, seconded by Mr. Hugentugler to approve the March 13, 2025 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7185 Polyglass
1350 E Newport Center Drive
Minor Site Plan Amendment**

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

Mark Borg, representing the applicant, explained that the proposed changes include improvements to the front façade: primary entry, front walkway, canopy, entry door glazing, and upgrading the landscaping.

In response to Vice Chair Cummings' questions, Mr. Mantell replied that the building faces I-95 and will not receive much public traffic.

Thereafter, there was a brief discussion regarding the landscaping improvements on the property.

Vice Chair Cummings made a motion, seconded by Mr. Hugentugler to approve Item #7185 with the stipulation to place landscaping around the monument sign. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

Legislative Session - Anthony Soroka, City Attorney, said he hopes to have more updates at the next meeting; nonetheless, there is a current bill that will help expedite the permitting process and electronic submittal.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said the next meeting will be held on April 9th, should staff receive items.

Vice Chair Cummings said the swearing in ceremony went really well and congratulated all the newly elected officials.

Vice Chair Cummings made a motion, seconded by Mr. Hugentugler to adjourn the meeting at 7:17 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - May 6, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 6, 2025, 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 May 6, 2025, 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 May 6, 2025 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

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

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on May 6, 2025.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/88937240656?pwd=aMbuRYtppGmgOLZFAr37o5tQb28vgl.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: (301) 715-8592, Meeting ID: 889 3724 0656#, Participant ID: #, Passcode: 112532#

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 May 6, 2025, 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. 2025-161

Agenda Date: 5/6/2025

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Marine Advisory Board; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On April 2, 2025, Aaron LoCascio expressed an interest in continuing to serve on the Marine Advisory Board (MAB) and has been nominated by Mayor Drosky to serve as a regular member. Patricia Link has expressed an interest in serving on the MAB and has been nominated by Commissioner Shanetzky to serve as a regular member. Gerald Dunigan has expressed an interest in serving on the MAB and has been nominated by Commissioner Shanetzky to serve as an alternate member.

Current Activity

Upon approval, the MAB will have four regular members with one vacancy, and one alternate with four vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING
MEMBERS TO THE MARINE ADVISORY BOARD;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) created a Marine Advisory Board (“Board”) pursuant to Section 2-210.6 of the City’s Code of Ordinance (the “Code”) to develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City; and

WHEREAS, pursuant to Section 2-210.7(a) of the Code, the Board shall be composed of five regular members and five alternate members with each Commissioner appointing one regular and one alternate member; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for terms that expire on May 15th of the year that the term of the appointing Commissioner expires; and

WHEREAS, Aaron LoCascio has expressed an interest in continuing to serve on the Board as a regular member and has been nominated by Mayor Drosky to serve on the Board; and

WHEREAS, Patricia Link has expressed an interest in serving on the Board as a regular member, and Gerald Dunigan has expressed an interest in serving on the Board as an alternate member, and both have been nominated by Commissioner Shanetzky to serve on the Board.

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

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

Section 2. Aaron LoCascio and Patricia Link are hereby appointed to serve as regular members of the Board for a term commencing on May 6, 2025 and expiring on May 15, 2029.

Section 3. Gerald Dunigan is hereby appointed to serve as an alternate member of the Board for a term commencing on May 6, 2025 and expiring on May 15, 2029.

Section 4. Aaron LoCascio, Patricia Link, and Gerald Dunigan shall serve without compensation.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: April 8, 2025

The attached application from Aaron LoCascio for the Marine Advisory Board has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

 04-08-2025

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



Nominating Form

Application for Appointment to Board or Committee

Date: April 9, 2025

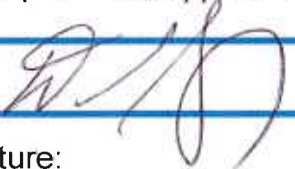
The attached application from Patricia Link for the Marine Advisory Board has been received.

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

☒ Regular Member

☐ Alternate Member

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

Signature:  Date: 4/22/25

Appointing
Elected Official:

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

Please return to City Administration for processing.



Nominating Form

Application for Appointment to Board or Committee

Date: April 9, 2025

The attached application from Patricia Link for the Marine Advisory Board has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

 4/22/25

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

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

Name *Patricia Link*

Address *252 Ventnor R*

City *Deerfield Beach* State *FL*

Zip *33442*

I reside in District # (can be found on back of your Voter Registration Card) *District #3*

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone *NA*

Work/Mobile Phone *516-241-6126*
CITY OF DEERFIELD BEACH

E-mail *plink1105@gmail.com*

RECEIVED

Employer *Retired*

APR 9 2025

Address

CITY CLERK'S OFFICE

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

1984-2009 Nassau County Office of Consumer Affairs - Investigator
part time 2011-2018 town of Hempstead NY clerical
NA. (None)
Parks Dept

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

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

Academic: Degrees, Diplomas

H.S.

Professional: Certification(s)

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

Broward County Republican precinct committee person

Organizations: Memberships

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

Signature:

Patricia Link

Date:

4-9-2025

Print Name:

Patricia Link

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Fax: 954-480-4323

Website: www.deerfield-beach.com

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

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



Nominating Form

Application for Appointment to Board or Committee

Date: April 22, 2025

The attached application from Gerald Dunigan for the Marine Advisory Board has been received.

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

- ☐ Regular Member
☒ Alternate Member

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

 4-22-25

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

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

Name GERALD DUNIGAN

Address 425 NW 1ST TER, APT 105

City DEERFIELD BEACH

State FL

Zip 33441

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

Year-Round Resident?

Yes

☒

No

☐

If No, what months are you away?

Home Phone

Work/Mobile Phone 6787543999

E-mail GERALDDUNIGAN263@GMAIL.COM

Employer

Address

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

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

N/A

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

Academic: Degrees, Diplomas

ASSOCIATE DEGREE

Professional: Certification(s)

Knowledge: Training, interest or experience

MANGER, OWNER OF SEVERAL BUSINESS. MAKING DECISIONS FOR THE COMPANY

Community Involvement: List organizations/positions

Organizations: Memberships

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

Signature:



Date: 4/21/25

Print Name: GERALD DUNIGAN

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

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

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



MARINE ADVISORY BOARD

Creating Authority:

Ordinance No. 2013/020

Method of Appointment:

Ordinance No. 2013/020 - Five (5) Regular Members; Five (5) Alternate Members

Qualifications:

All members of the board shall either reside with the City or have his/her principal place of business in the City with preference to city residents.

Financial Disclosure:

None

Compensation:

None

Liaison:

Patrick Bardes, Coastal and Waterway Coordinator, (954) 480-1426

Meeting Dates:

3rd Thursday of each month, 6:00 p.m. in the City Commission Chambers, City Hall

Functions and Responsibilities:

The Marine Advisory Board shall develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City.

The Board shall elect a chair and a vice chair to preside at its meetings and shall also elect such other officers, as the Board may deem necessary.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Aaron LoCascio (Mayor)	615 SE 12th Avenue, Deerfield Beach, FL 33441	561-756-0123	HENDRICKSON	2023/138	08/15/23	05/15/25
Sacha Ramon (District 1)	944 SE 5th Street Deerfield Beach, FL 33441	305-610-0655	SELF	2023/075	05/02/23	05/15/27
Shane Cutler (District 2)	Shane Cutler 2027 SW 15th Street, Apt. 174 Deerfield Beach, FL 33442	858-752-1373	NEW	2024/003	01/09/24	05/15/27
VACANT (District 3)			NASS			05/15/25
Chauncey Chapman (District 4)	191 NW 47 th Ave Deerfield Beach, FL 33442	510-506-2500	NEW	2021/102	07/20/21	05/15/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			
Aristotle Ginarte (District 1)	519 NE 6th Ave Deerfield Beach, FL 33441	954-383-6700	NEW	2023/075	05/02/23	05/15/27
VACANT (District 2)			NEW			
Robert Streather (District 3)	1047 NE 34th CT Oakland Park, FL 33334	954-913-9142	NEW	2021/040	04/06/21	05/15/25
VACANT (District 4)			CHAPMAN			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-142

Agenda Date: 5/6/2025

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the election results for members to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

At the request of the Firefighters Pension Board, an election was held in March for two vacancies. The registration period was held from March 11, 2025 - March 25, 2025, and three applications were received: Chad Armstrong, Stephen Hill, and Patrick Simon. Therefore, an election was held on April 10, 2025. Stephen Hill and Patrick Simon had the highest number of votes. Accordingly, Stephen Hill will be reappointed, and Patrick Simon, replacing Brian Baker, will be appointed to the Firefighters Pension Trust Fund. The Board members will serve four year terms.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, CONFIRMING THE ELECTION
RESULTS FOR MEMBERS TO THE BOARD OF TRUSTEES OF THE
MUNICIPAL FIREFIGHTER'S PENSION TRUST FUND; PROVIDING
AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 54-271 of the City Code, the Board of Trustees for the Municipal Firefighter's Pension Trust Fund (the "Board") is comprised of five members: two members are appointed by the City Commission, two firefighters are elected by a majority of firefighter plan participants, and the fifth member is chosen by the majority of the four other Board members, with all appointees serving a two year term; and

WHEREAS, Section 54-272 of the City Code provides procedures for filling vacancies on the Board, and requires an election to be held to fill firefighter representative member vacancies; and

WHEREAS, during the registration period of March 11, 2025 through March 25, 2025 for the election, the City Clerk's Office received applications from the following three individuals: Chad Armstrong, Stephen Hill and Patrick Simon; and

WHEREAS, on April 10, 2025, an election was held amongst the firefighters and Stephen Hill and Patrick Simon received the highest number of votes; and

WHEREAS, Mr. Hill will be reappointed to the Board and Mr. Simon will be appointed to the Board pursuant to the election results.

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

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

Section 2. Stephen Hill and Patrick Simon are hereby confirmed as members of the Board of Trustees for the Municipal Firefighters' Pension Trust Fund for a four year term ending on May 5, 2029.

Section 3. The Board members shall serve without compensation and are required to file a financial disclosure statement in accordance with Florida Statutes.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



NOTICE OF ELECTION
BOARD OF TRUSTEES FOR THE DEERFIELD
BEACH MUNICIPAL FIREFIGHTERS' PENSION
TRUST FUND

YOU ARE HEREBY NOTIFIED that an election for the Board of Trustees for the Municipal Firefighters' Pension Trust Fund will be held for two (2) firefighter trustee positions. Candidate registration forms will be provided and accepted in the City Clerk's Office of the City Hall Complex, 2nd floor, 150 Northeast Second Avenue, Deerfield Beach, Florida beginning **Tuesday, March 11, 2025 through Tuesday, March 25, 2025 from 8:00 a.m. to 5:00 p.m.**

Following the registration period, ballots will be mailed to eligible voting members on March 28, 2025. The ballot must be received by the City Clerk's Office by 5:00 PM on Thursday, April 10, 2025.

Ballots will be opened publicly on Thursday, April 10, 2025 at 5:01 p.m. in the City Clerk's Office of the City Hall Complex, 2nd floor, 150 Northeast Second Avenue, Deerfield Beach, Florida and tabulated with a member of the Board of Trustees present. Results will be submitted to the City Commission at their next scheduled meeting for ratification.

CITY OF DEERFIELD BEACH, FLORIDA
BY: HEATHER MONTEMAYOR, CMC, CITY CLERK



NOTICE OF ELECTION
BOARD OF TRUSTEES'
FIREMEN'S PENSION TRUST FUND

YOU ARE HEREBY NOTIFIED that the period to register for the Firemen's Pension Trust Fund election has expired.

Currently, there are two (2) positions available for election. During the registration period, three (3) applications were received. Therefore, ballots are being mailed to eligible voting members and must be received no later than April 10, 2025, prior to 5:00 PM by the City Clerk's Office, 150 NE 2nd Avenue, Deerfield Beach, FL 33441. **Ballots must be in the ballot envelope, and the envelope must have your name and signature. Additionally, the ballot must be sealed. Failure to print name, sign, and seal the ballot envelope with the ballot enclosed will result in an invalid ballot that will not be counted.**

The ballots will be counted and results announced on Thursday, April 10, 2025 immediately following the count.

The candidates are: Chad Armstrong
 Stephen Hill
 Patrick Simon

Should you have any questions, please feel free to contact the City Clerk's Office at (954) 480-4213.

CITY OF DEERFIELD BEACH, FLORIDA
BY: HEATHER MONTEMAYOR, CMC, CITY CLERK

ELECTION RESULTS
FOR
BOARD OF TRUSTEES FIREMEN’S PENSION TRUST FUND

The results for the 2025 Board of Trustees Firemen’s Pension Trust Fund are as follows:

Candidates	Number of Votes
Chad Armstrong	9
Stephen Hill	19
Patrick Simon	13
Total Votes Cast	41

As a result of the April 10, 2025, Board of Trustees Firemen’s Pension Trust Fund Election Stephen Hill and Patrick Simon were elected as trustees.

STATE OF FLORIDA
COUNTY OF BROWARD
CITY OF DEERFIELD BEACH

I, Heather Montemayor, **HEREBY CERTIFY** that the above and foregoing is a true and correct result of the Election for Board of Trustees Firemen’s Pension Trust Fund as recorded in the City Clerk’s Office.

WITNESS my hand and official seal of the City of Deerfield Beach, Florida, this 10th day of April, 2025.

DocuSigned by:
By: Heather Montemayor
5E72E8B3A1E04DB...
Heather Montemayor, CMC, City Clerk

Signed by:
Richelle Levy
8300B06FCEFB478...
Witness Signature

Richelle Levy
Witness (Print name)

Signed by:
Samantha Charlemont
88BA9CFC8DFD4D8...
Witness Signature

Samantha Charlemont
Witness (Print name)



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: *Pension Board Fire Rescue*

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

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

Name *Chad Armstrong*

Address [REDACTED]

City [REDACTED]

State [REDACTED]

Zip [REDACTED]

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

Year-Round Resident? Yes ☐ No ☐

If No, what months are you away?

Home Phone [REDACTED]

Work/Mobile Phone

E-mail *Chad_Armstrong@sheriff.org / W177ck@yahoo.com*

Employer *BSO - Deerfield Beach*

Address *590 S. Powerline Rd Deerfield Beach 33442*

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

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

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

Academic: Degrees, Diplomas

Bachelor of Science Psychology

Professional: Certification(s)

State Cert. Firefighter

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

Organizations: Memberships

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

Signature:



Date: 3/20/25

Print Name:

Chad Armstrong

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

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

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



City of Deerfield Beach
Application for Advisory Board or Committee

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

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

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

Name *Stephen Hill*

Address [Redacted]

City [Redacted] State [Redacted] Zip [Redacted]

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

Year-Round Resident? Yes ☐ No ☐

If No, what months are you away?

Home Phone [Redacted] Work/Mobile Phone

E-mail *Steve-hill24@hotmail.com*

Employer *Broward Sheriff's Office - Fire Rescue*

Address *2601 West Broward Blvd
Fort Lauderdale FL 33312*

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

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

City of Deerfield Beach Fire fighter Pension Board

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

Academic: Degrees, Diplomas

Bachelors in Business Admin

Professional: Certification(s)

Florida Public Pension Trustee Association

Knowledge: Training, interest or experience

Served for several years on current board

Community Involvement: List organizations/positions

Organizations: Memberships

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

Signature: 

Date: 3/19/25

Print Name: Stephen Hill

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

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

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



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

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

Name PATRICK SIMON

Address [REDACTED]

City [REDACTED] State [REDACTED]

Zip [REDACTED]

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

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone

Work/Mobile Phone [REDACTED]

E-mail simonpatrick03@gmail.com

Employer Broward Sheriff Office

Address 2601 W Broward Blvd Fort Lauderdale FL 33311

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

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

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

Academic: Degrees, Diplomas

A.S. EMS

Professional: Certification(s)

FF/Paramedic

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

Organizations: Memberships

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

Signature:



Date: 3/25/2025

Print Name: PATRICK SIMON

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

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

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



BOARD OF TRUSTEES FIREMEN'S PENSION TRUST FUND

Creating Authority:

Ordinance 2023/006

Method of Appointment:

Two (2) Residents selected by Commission for Four (4) Years Term

Two (2) Firefighters elected by Firefighters for Four (4) Years Term

One (1) Member selected by the previous four (4) members and confirmed by Resolution

Financial Disclosure:

Required

Compensation:

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

Liaison:

Doug Falcon, Liaison, (954) 366-0111, ext. 309

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time be prescribed by Chapter 175.061 (F.S.) and/or amendments thereto as may be duly enacted

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Jonathan Campbell Commission	229 SE 6 th Ave Deerfield Beach, FL 33441	561-703-0909	SELF	2023/147	09/05/23	10/01/27
Robert Weech Board (5th Member)			SELF	2024/041	03/19/24	03/19/28
Brian Baker Employees (Elected)			NEW	2023/016	01/15/23	01/15/25
Stephen Hill Employees (Elected)			SELF	2023/016	01/15/23	01/15/25
Sharon Haynes Commission	175 Ventnor K Deerfield Beach, FL 33442	404-707-5117	SELF	2025/010	02/04/25	02/05/29



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-167

Agenda Date: 5/6/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Community Bridge of Hope Fellowship, Inc., for a birthday gala to be held at the Johnny L. Tigner Community Center on August 30, 2025 from 4:00 pm to 10:00 pm; approval of admission sales and book sales by Community Bridge of Hope Fellowship, Inc. for the event; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Community Bridge of Hope Fellowship, Inc. has submitted a Special Event Application to host a Birthday Gala and book sale on Saturday, August 30, 2025 at the Johnny L. Tigner Center within the Ballroom. The event will include dinner and dancing and is proposed to run from 4 PM to 10 PM.

As this is the first annual event, Community Bridge of Hope Fellowship, Inc. desires to require donations for the event at a cost of \$60 per child, Silver donation of \$100, Gold donation of \$150, and Platinum \$200. However, Sec. 50-129(c) provides that "[a]ny individual may rent a facility for personal use when there is no admission fee nor other cost to an attendee". Thus, Hope Fellowship is requesting that the City Commission permit the required donations for attending the event.

The special event committee has reviewed this application and the applicant will be required to adhere to all requirements set forth by Fire Rescue and Law Enforcement. Additionally, any necessary permits or licenses required for the event will be required to be obtained prior to its occurrence.

Recommendation

The recommendation from the Parks and Recreation Department is to approve the application.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY COMMUNITY BRIDGE OF HOPE FELLOWSHIP, INC., FOR A BIRTHDAY GALA TO BE HELD AT THE JOHNNY L. TIGNER COMMUNITY CENTER ON AUGUST 30, 2025 FROM 4:00 PM TO 10:00 PM; APPROVAL OF ADMISSION SALES AND BOOK SALES BY COMMUNITY BRIDGE OF HOPE FELLOWSHIP, INC. FOR THE EVENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Community Bridge of Hope Fellowship, Inc. (the “Applicant”) intends to hold a Birthday Gala on August 30, 2025 from 4:00 p.m. to 10:00 p.m. at the Johnny L. Tigner Community Center within the Ballroom (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), approximately 150 individuals are anticipated to attend the Event; and

WHEREAS, the Applicant intends on requiring donations for entry to the Event at different price tier levels and conducting book sales at the Event; and

WHEREAS, the Event will include live entertainment and food prepared off-site; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Applicant’s admission and book sales for the Event, subject to the Applicant complying with all applicable federal, state, and local laws in connection with 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 of the City of Deerfield Beach hereby approves the Event Application, subject to the 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. The City Commission hereby approves the admission and book sales for the Event.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach Special Event Application

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

Application #		Complete Application Received:	
----------------------	--	---------------------------------------	--

**Above is for City use only*

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

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

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

APPLICANT INFORMATION	
Organization Name: <i>COMMUNITY BRIDGE OF HOPE FELLOWSHIP, INC.</i>	
Contact Name: <i>DIENI, ORVIL</i>	Contact Phone: <i>(954) 709-8951</i>
Email Address: <i>penguenns4u@yahoo.com / Orvilcbhfellowship@gmail.com</i>	
Address: <i>2200 W. OAKLAND PK. BLVD, City, State, ZIP: FORT LAUDERDALE FL. 33311</i>	
Organization Status: ☐ For Profit ☒ Non-Profit (must include IRS 501(c) tax exempt letter) ☐ Other:	

EVENT INFORMATION

Event Name:

BIRTH DAY GALA PARTY

Proposed Date:

08/30/2025

Alternative Date:

08/23/25

Event Address:

445 S.W 2ND STREET DEERFIELD BEACH, FLORIDA 33441

City, State, ZIP:

Venue/Location Name (if applicable):

JOHNNY L. TIGNER COMMUNITY CENTER

Type of Event:

BIRTH DAY CELEBRATION

Description of Event:

MUSICAL ENTERTAINMENT, DINING AND DANCING

	Date	Day	Start Time	End Time
Setup	08/30/2025	SATURDAY	3:00 PM	4:00 PM
Event Start	08/30/2025	SATURDAY	4:00 PM	10:00 PM
Event End	08/30/2025	SATURDAY		10:00 PM
Breakdown	08/30/2025	SATURDAY	10:00 PM	11:00 PM

of years this event has taken place (including previous locations & attendance if applicable):

Anticipated Attendance:

150

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)

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:

B S O (954) 831-8199

*Vendor must provide a copy of the company's Certificate of Insurance to the City

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](#))

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: D.O.

*Request forms available through Special_Details@sheriff.org

PROMOTIONAL INFORMATION

Website/Social Media:

How do you plan on advertising your event? Please list.

TO CHURCH MEMBERS

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):

DONATIONS for entrance fee and sales of books.

Will this event create an impact on parking?

- ☒ No
☐ Yes

If yes, please list where additional parking will be located:

INDEMNIFICATION AGREEMENT

I, DIENI ORVIL, individually and as the agent/
(Individual's Name)

representing CBH Fellowship, 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

_____ during the conduct
(Vendor/Company's Name/description of service/performance/product being sold)

of 08/30/2025 (the "Special Event") being held at JOHNNY L. TIGNER
on the date(s) of:

COMMUNITY CENTER

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

Print Name

Title

DIENI ORVIL DIENI ORVIL
CEO-PRESIDENT AND BOARD OF DIRECTORS OF "COMMUNITY BRIDGE OF HOPE FELLOWSHIP, INC."

Date:

Address: 2200 W. OAKLAND PARK BLVD. 2ND FLOOR

City:

FORT LAUDERDALE

State:

FL.

Zip:

33311

Witness:

Hubert L. Usher
Signature

Print Name: HUBERT L. USHER Date: 02/28

Available:

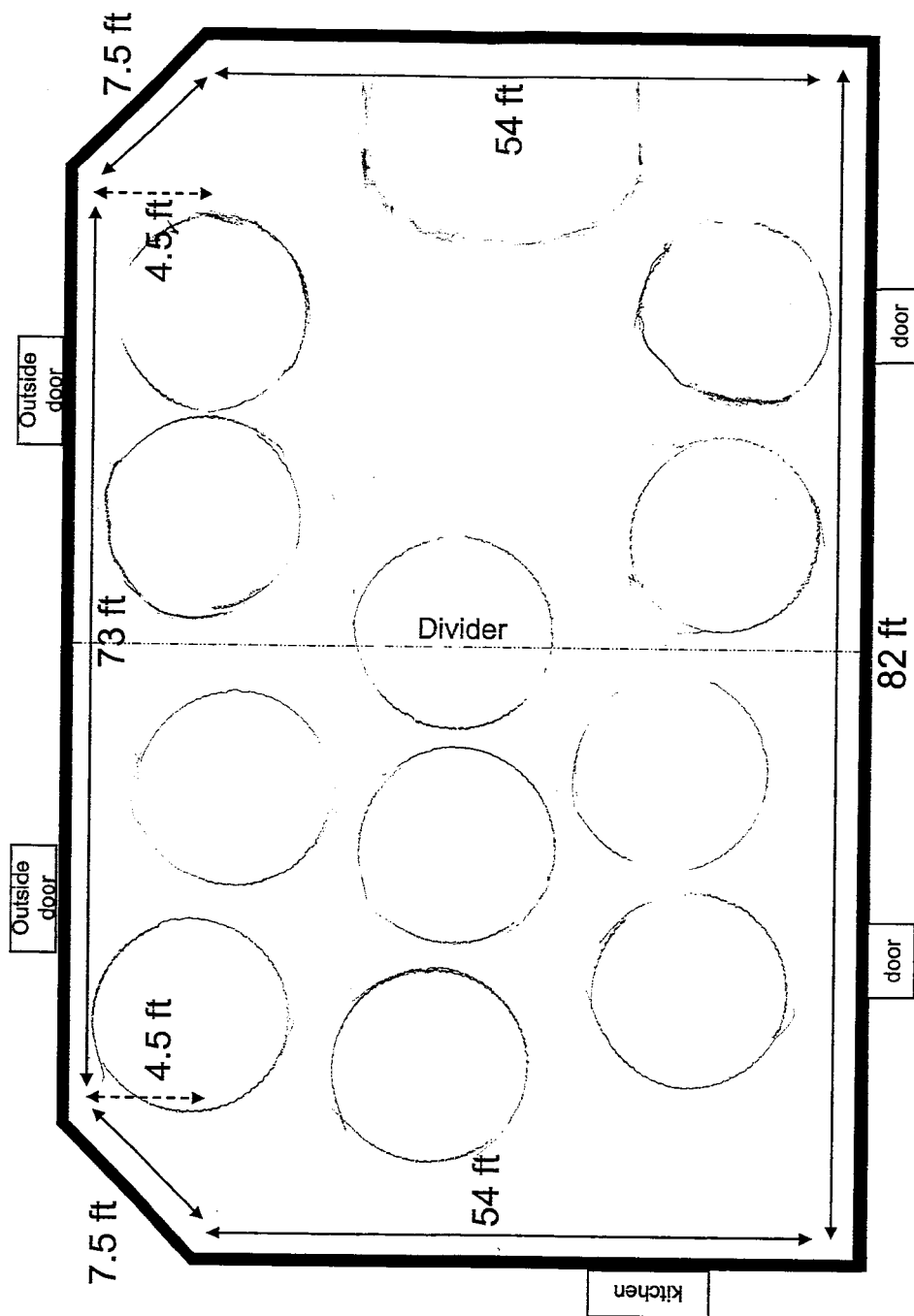
24 round tables (72 inches)

144 chairs (6/table)

Table + chair (8 ft. diameter)



- Include:**
- ✓ Tables
 - ✓ Chairs
 - ✓ Stage
 - ✓ Dance floor
 - ✓ Serving tables
 - ✓ DJ/Entertainment
 - ✓ Small generator
 - ✓ Any items that take up floor space





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-185

Agenda Date: 5/6/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Cove Brewery, LLC, for the Covechella Event taking place at 1500 SE 3rd Court within the Cove Shopping Plaza on July 26, 2025 from noon to 11:00 pm; approving use of the southwest side of the Cove Shopping Plaza and a road closure on the southwest side of the plaza from 5:00 am to midnight; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Cove Brewery, LLC, located in the Cove Shopping Plaza, is planning its second annual Covechella Festival in celebration of the Cove Brewery's second anniversary on Saturday, July 26, 2025. The event will include outdoor music and a one-day temporary extension of the brewery's operations into the southwest parking lot.

Jay Whelchel, owner of Cove Brewery, LLC, requested a road closure of the City-operated plaza in the southwest portion of the Cove Shopping Plaza on Saturday, July 26th, for the second annual Covechella in celebration of the Cove Brewery's anniversary.

Cove Brewery, LLC, has presented the event application and an accompanying map to the Public Safety Director, the Broward Sheriff's Office, and the Fire Department. This was done to secure the approval and ensure that any potential safety issues were addressed, allowing emergency vehicles to maintain access to the parking lot. Cove Brewery has also obtained three letters of endorsement from the surrounding businesses in the Cove Plaza, including Modern Rose, Embossed Hair Studio, and Tipperary Pub.

Cove Brewery LLC, is requesting approval for the use and closure of the Cove Shopping Plaza on the far southwest side of 1550 SE 3rd Ct #100, Deerfield Beach, FL 33441 on Saturday, July 26, 2025 from noon to 11:00 p.m. with road closures from 5:00 a.m. to midnight.

If the request is approved, the organization has committed to securing the necessary temporary liquor license to expand operations into the event space. Additionally, they will arrange for the Broward Sheriff's Office special detail officers and obtain a temporary structure permit for their stage.

Current Activity

Community Events received a Special Events Application from Cove Brewery LLC, for the second

annual Covechella Festival for its second anniversary, to be held on Saturday, July 26, 2025 from noon to 11:00 p.m. with road closures on the southwest side of the Cove Shopping Plaza (1550 SE 3rd Ct #100, Deerfield Beach, FL 33441) from 5:00 a.m. to midnight.

Recommendation

Staff recommends approval of the event and road closure.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY COVE BREWERY, LLC, FOR THE COVECHELLA EVENT TAKING PLACE AT 1500 SE 3RD COURT WITHIN THE COVE SHOPPING PLAZA ON JULY 26, 2025 FROM NOON TO 11:00 PM; APPROVING USE OF THE SOUTHWEST SIDE OF THE COVE SHOPPING PLAZA AND A ROAD CLOSURE ON THE SOUTHWEST SIDE OF THE PLAZA FROM 5:00 AM TO MIDNIGHT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Cove Brewery, LLC, (the “Applicant”) intends to hold the Covechella Event celebrating the Cove Brewery anniversary on July 26, 2025 from noon to 11:00 p.m. located at 1550 SE 3rd Court #100 (the “Event”), and the Applicant has requested road closures at the southwest side of 1550 SE 3rd Court from 5:00 a.m. to 12:00 a.m. on July 26, 2025 and a one-day temporary extension of the brewery's operations into the southwest parking lot within the Cove Shopping Plaza in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), approximately 2,000 individuals are anticipated to participate in the Event; and

WHEREAS, the Applicant’s Event Application was submitted, reviewed and approved by the City’s Public Safety Director, the Broward Sheriff’s Office and the Fire Department, to ensure all safety issues were addressed, including access of emergency vehicles to the parking lot; and

WHEREAS, upon approval of the Special Event Permit, the Applicant has agreed to secure the necessary temporary liquor license to expand operations into the event space, as well as arrange for the Broward Sheriff’s Office special detail officers, and obtain a temporary structure permit for the music stage; and

WHEREAS, the Applicant has provided letters of endorsement for the Event from the surrounding businesses in the Cove Shopping Plaza, including Modern Rose, Embossed Hair Studio and Tipperary Pub; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the road closure on the southwest side of the Cove Shopping Plaza, subject to the Applicant complying with all applicable federal, state, and local laws in connection with 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 Event Application, including the road closure on the southwest side of the Cove Shopping Plaza and temporary one-day extension of the brewery's operations into the southwest parking lot, subject to the 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 _____, 2025.

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: Cove Brewery	
Contact Name: Jay Whelchel	Contact Phone: 561-939-6636 x4
Email Address: jwhelchel@whelchelpartners.com	
Address: 980 N. Federal Hwy., Suite 110 City, State, ZIP: Boca Raton, FL 33432	
Organization Status: ☒ For Profit ☐ Non-Profit (must include IRS 501(c) tax exempt letter) ☐ Other:	

EVENT INFORMATION																													
Event Name: CoveChella	Proposed Date: 7/26/2025	Alternative Date:																											
Event Address: 1500 SE 3rd Court (parking lot) City, State, ZIP: DFB, FL 33441																													
Venue/Location Name (if applicable): Cove Shopping Center / Cove Brewery																													
Type of Event: Special Event with road closure request																													
Description of Event: Block party with live musical entertainment (stage)																													
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 15%;">Date</th> <th style="width: 15%;">Day</th> <th style="width: 20%;">Start Time</th> <th style="width: 30%;">End Time</th> </tr> </thead> <tbody> <tr> <td>Setup</td> <td>7/26/25</td> <td>Saturday</td> <td>9:00am</td> <td>12:00pm</td> </tr> <tr> <td>Event Start</td> <td>7/26/25</td> <td>Saturday</td> <td>12:00pm</td> <td></td> </tr> <tr> <td>Event End</td> <td>7/26/25</td> <td>Saturday</td> <td></td> <td>11:00pm</td> </tr> <tr> <td>Breakdown</td> <td>7/26/25</td> <td>Saturday</td> <td>11:00pm</td> <td>12:00am</td> </tr> </tbody> </table>						Date	Day	Start Time	End Time	Setup	7/26/25	Saturday	9:00am	12:00pm	Event Start	7/26/25	Saturday	12:00pm		Event End	7/26/25	Saturday		11:00pm	Breakdown	7/26/25	Saturday	11:00pm	12:00am
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Breakdown	7/26/25	Saturday	11:00pm	12:00am																									
# of years this event has taken place (including previous locations & attendance if applicable): 1 year (2024) - same location - 1,000+ ppl																													
Anticipated Attendance: 2,000 +/- ppl																													
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. <i>*City property is exempt (no signature necessary).</i>																													
Name:		Signature:																											
Phone:		Date:																											
<i>*Additional documentation may be requested depending on location of event</i>																													
Will you require the use of a City park? If yes, please specify park: NO																													
<i>*City park must have a park rental permit</i>																													
Will your event require use of the beach? ☒ No ☐ Yes (Any events taking place on the beach during sea turtle nesting season, March 1 st – October 31 st , 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																													
<i>*City parking spaces require fees (fees start at \$25 per day, per space)</i>																													

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
10'x10'	40

*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:

TBD

*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: JDW

*Request forms available through Special_Details@sherrif.org

PROMOTIONAL INFORMATION

Website/Social Media: www.covebrewery.com/covechella, Instagram, Facebook

How do you plan on advertising your event? Please list. Email, social media, banners

Promotional & Event Signs/Banners

Sign/Banner Size	Location	Description
2	on the building railings at Cove Brewery	10' x 4'

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:

St. Ambrose Church School

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: JDW

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. <i>will pay through CivicRec</i>
N/A	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. <i>will be renewed in May</i>
✓	Any applicable Certificates of Insurance and/or licensing for vendors <i>→ TBD</i>
✓	Signed Hold Harmless Agreement.
N/A	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, John D. Whelchel, Jr., individually and as the agent/
(Individual's Name)
representing Cove Brewery, LLC, do hereby agree to indemnify
(Vendor/Company's Name)
and hold harmless and defend the City of Deerfield Beach, Florida, its elected officials, officers, agents,
employees and contractors from and against any and all loss, damage, claim, suit, actions, demand, liability
or expense by reason of any damage or injury to property or person, including death, which may be
claimed to have arisen as a result of or in connection with the occupancy or use of said premises by
Cove Brewery LLC during the conduct
(Vendor/Company's Name/description of service/performance/product being sold)
of CoveChella (the "Special Event") being held at 1500 SE 3RD Ct.
on the date(s) of:
July 26, 2025

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.

John D. Whelchel, Jr.
Signature Print Name

President
Title 561-939-6636 x 4
Daytime phone number

Date: 3/24/25

Address: 980 N. Federal Hwy., #110

City: Boca Raton State: FL Zip: 33432

Witness: Jennifer DiLorenzo Print Name: Jennifer DiLorenzo Date: 3/24/25
Signature

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.

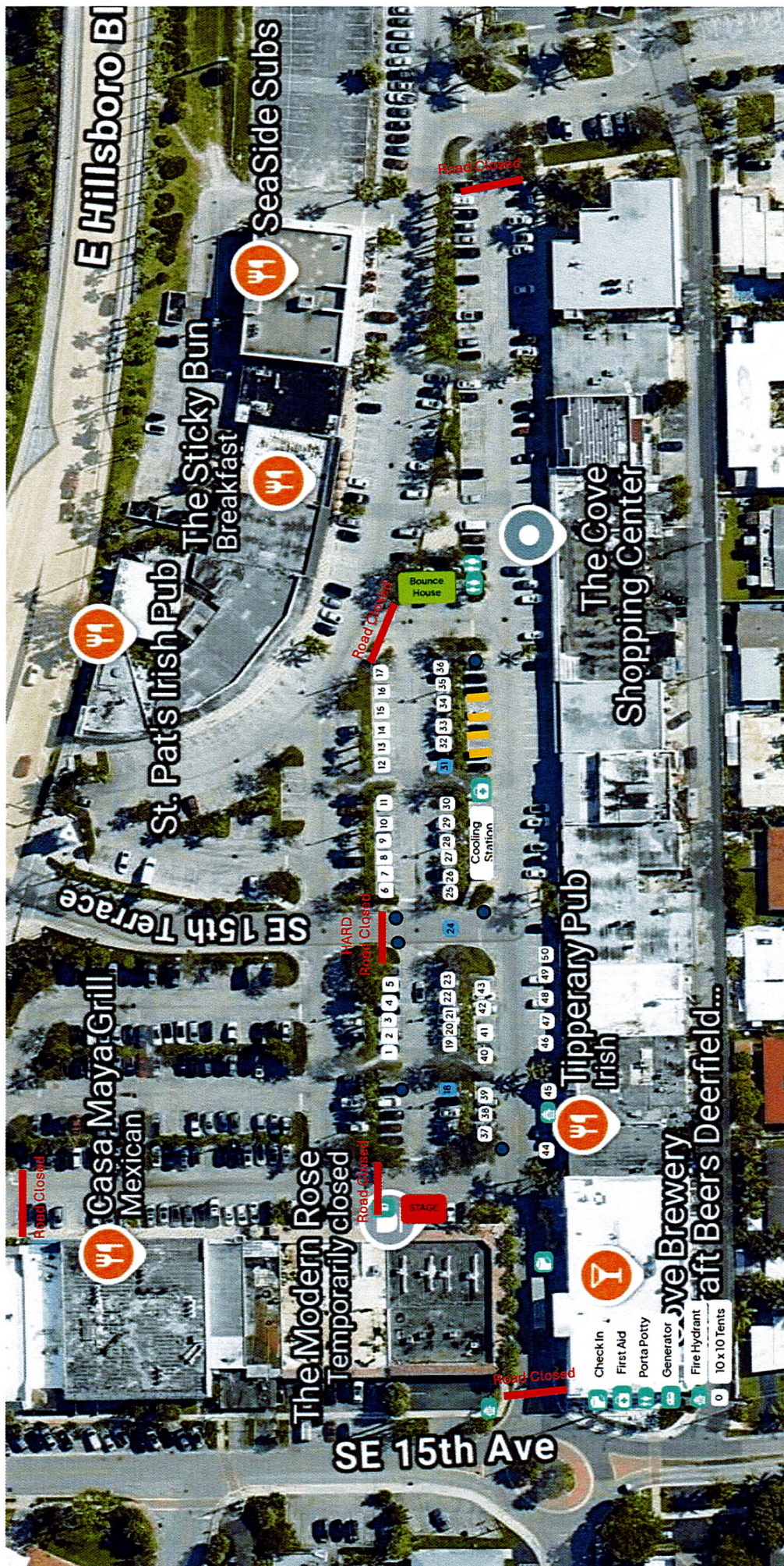
The City of Deerfield Beach is committed to supporting quality special events throughout the community. For each event to take place, the City has established an application process along with a set of guidelines that must be followed to ensure that the event is safe as well as successful. If you are 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



● Trash Cans ■ Tables



COVEBRE-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2024

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 Plastridge Insurance Agency 820 NE 6th Avenue Delray Beach, FL 33483	CONTACT NAME:	
	PHONE (A/C, No, Ext): (561) 808-6665	FAX (A/C, No): (561) 276-5244
INSURED Cove Brewery, LLC 1500 SE 3rd Ct #100 Deerfield Beach, FL 33441	E-MAIL ADDRESS: rbrowner@plastridge.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	PHPK2681542	5/25/2024	5/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	PHPK2681542	5/25/2024	5/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	PHUB909734	5/25/2024	5/25/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PERSONAL & ADVE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	X		PHPK2681542	5/25/2024	5/25/2025	Each Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Brewery / Taproom

The certificate holder is also listed as an additional insured when required by written contract.

CERTIFICATE HOLDER

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441Broward "Sheriff's Office
2601 W Broward Blvd
Fort Lauderdale, FL 33312

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The Plunge

Dear City of Deerfield Beach,

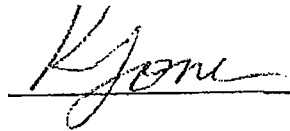
On behalf of The Plunge, I am thrilled to express our support for this summer's **2nd Annual Covechella** craft music festival presented by Cove Brewery. As a longstanding business in the Cove Shopping Center, we recognize the tremendous value that this event brings to our community and are excited about the opportunity to be part of it.

Cove Brewery has consistently demonstrated a commitment to fostering community engagement and creating meaningful connections among residents and local businesses. Covechella continues to provide a platform for collaboration, cross-promotion, and the celebration of local culture—all of which align perfectly with the City's mission to promote unity and economic growth within our community.

We firmly believe that events like Covechella strengthen the bond among local businesses, enhance visibility for our shopping center, and contribute to the overall prosperity of the area. As a neighboring business, we are fully committed to supporting this initiative and will actively promote it to our customers while participating enthusiastically.

In conclusion, we wholeheartedly endorse this community event and are confident it will be another great success. Thank you for allowing this event to bring people together to create experiences that benefit the entire community. Please do not hesitate to reach out if there is anything we can do to assist in making this event a success.

Sincerely,

A handwritten signature in cursive script, appearing to read "K. Jones", written over a horizontal line.

Signature

Lahaina Clothing

Dear City of Deerfield Beach,

On behalf of LAHAINA, I am thrilled to express our support for this summer's **2nd Annual Covechella** craft music festival presented by Cove Brewery. As a longstanding business in the Cove Shopping Center, we recognize the tremendous value that this event brings to our community and are excited about the opportunity to be part of it.

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Sincerely,

Dennis Ensminger - A Piece of Lahaina @ The Cove.
858-253-3602
Signature
Dennis Ensminger

Patrizia's

Dear City of Deerfield Beach,

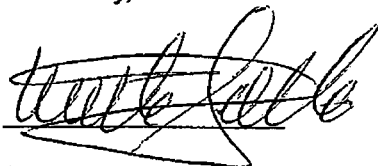
On behalf of PATRIZIAS, LLC, I am thrilled to express our support for this summer's **2nd Annual Covechella** craft music festival presented by Cove Brewery. As a longstanding business in the Cove Shopping Center, we recognize the tremendous value that this event brings to our community and are excited about the opportunity to be part of it.

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Sincerely,

A handwritten signature in black ink, appearing to read "Patrizia's, LLC", written over a horizontal line.

Signature

Vogue Hair

Dear City of Deerfield Beach,

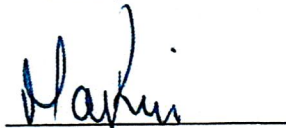
On behalf of Vogue Hair, I am thrilled to express our support for this summer's **2nd Annual Covechella** craft music festival presented by Cove Brewery. As a longstanding business in the Cove Shopping Center, we recognize the tremendous value that this event brings to our community and are excited about the opportunity to be part of it.

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Sincerely,

A handwritten signature in blue ink, appearing to read "Markin", is written over a horizontal line.

Signature

Dear City of Deerfield Beach,

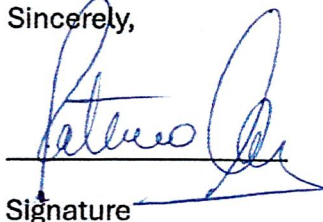
On behalf of Sienna Blue, I am thrilled to express our support for this summer's **2nd Annual Covechella** craft music festival presented by Cove Brewery. As a longstanding business in the Cove Shopping Center, we recognize the tremendous value that this event brings to our community and are excited about the opportunity to be part of it.

Cove Brewery has consistently demonstrated a commitment to fostering community engagement and creating meaningful connections among residents and local businesses. Covechella continues to provide a platform for collaboration, cross-promotion, and the celebration of local culture—all of which align perfectly with the City's mission to promote unity and economic growth within our community.

We firmly believe that events like Covechella strengthen the bond among local businesses, enhance visibility for our shopping center, and contribute to the overall prosperity of the area. As a neighboring business, we are fully committed to supporting this initiative and will actively promote it to our customers while participating enthusiastically.

In conclusion, we wholeheartedly endorse this community event and are confident it will be another great success. Thank you for allowing this event to bring people together to create experiences that benefit the entire community. Please do not hesitate to reach out if there is anything we can do to assist in making this event a success.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter De", is written over a horizontal line. The signature is stylized with a large loop at the end.

Signature

Pure Acupuncture
& Natural Medicine

Dear City of Deerfield Beach,

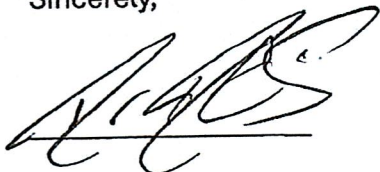
On behalf of Pure Acupuncture & Natural Med., I am thrilled to express our support for this summer's **2nd Annual Covechella** craft music festival presented by Cove Brewery. As a longstanding business in the Cove Shopping Center, we recognize the tremendous value that this event brings to our community and are excited about the opportunity to be part of it.

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In conclusion, we wholeheartedly endorse this community event and are confident it will be another great success. Thank you for allowing this event to bring people together to create experiences that benefit the entire community. Please do not hesitate to reach out if there is anything we can do to assist in making this event a success.

Sincerely,



Signature

Pure Acupuncture &
Natural Medicine
1566 S.E. 3rd Ct.
Deerfield Beach, FL 33441



City of Deerfield Beach Parks and Recreation

401A SW 4th Street
Deerfield Beach, FL 33441

954-480-4433
registration@deerfield-beach.com
www.dfb.city

Registration/Payment Receipt 84794094

04/02/2025 02:32 PM

Account Information

Jay Whelchel
1500 SE 3rd Ct
Suite 100
Deerfield Beach, FL 33441

Payment

Check (#1421) \$200.00
Memo: special event application fee-CoveChella

Received By

Jessica King at Admin

Item	Amount Paid
(100-000-720-0000-000-34740-347433) Resident Application (90)	\$200.00
Subtotal	\$200.00
Total Payment	\$200.00

Prompt(s)

Organizations Name Cove Brewery

Check Date () 04/02/2025



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-166

Agenda Date: 5/6/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-014 for city-wide tree trimming, removal and maintenance services; authorizing execution of a contract with Southern Arbor Services, Inc., the lowest priced responsive and responsible bidder, for a three-year term with two additional one-year renewal options in an annual amount not to exceed \$450,000.00; and providing an effective date. (Funds from Account #100-700-720-7201-000-57200-503219 - Tree Maintenance)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission.

Fiscal Impact

Costs: \$450,000.00 (annual amount)

Account Name: Tree Maintenance

Account Number: 100-700-720-7201-000-57200-503219

Background/History

An annual expenditure of \$450,000.00 is estimated for tree trimming/pruning and was approved in the FY25 budget. In order to keep up with the required trimming and maintenance for the City's inventory of approximately 18,000 trees, the City sought independent contractors to perform various landscape maintenance services, including tree trimming, removal, installation and maintenance services.

Current Activity

The City issued Invitation to Bid #25-014 for City-Wide Tree Trimming, Removal, and Maintenance Services (the "ITB"). The ITB notice was sent to 217 prospective bidders, 15 companies viewed the ITB documents and eight responded to the ITB. On March 26, 2025, the Purchasing and Contract Administration Division (the "Division") opened the eight bid responses received, and reviewed the bids to ensure that they met the ITB requirements. The Division reviewed the bid submitted by Southern Arbor Services, Inc. ("Southern Arbor"), the apparent lowest-priced responsive and responsible bidder, discussed the bid response with the Department of Parks and Recreation staff and concluded that Southern Arbor met all the requirements of the ITB.

Southern Arbor has been maintaining the City of Deerfield Beach's trees city-wide for the past 10 years and has exhibited very high standards, quality of work, and an outstanding level of responsiveness to the City's needs.

Recommendation

The Division recommends that the City Commission approve the award of the ITB to Southern Arbor,

the lowest responsive and responsible bidder to the ITB for City-wide tree trimming, removal, and maintenance services, and authorize the City Manager to execute a contract with Southern Arbor to provide the Services for a three-year term with two additional one-year renewal options in an annual amount of \$450,000.00, for a total three-year contract price not to exceed \$1,350,000.00.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #25-014 FOR CITY-WIDE TREE TRIMMING, REMOVAL AND MAINTENANCE SERVICES; AUTHORIZING EXECUTION OF A CONTRACT WITH SOUTHERN ARBOR SERVICES, INC., THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, FOR A THREE-YEAR TERM WITH TWO ADDITIONAL ONE-YEAR RENEWAL OPTIONS IN AN ANNUAL AMOUNT NOT TO EXCEED \$450,000.00; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City issued Invitation to Bid #25-014 (the “ITB”) seeking a qualified vendor to provide city-wide tree trimming, removal and maintenance services at specific locations within the City (the “Services”); and

WHEREAS, the ITB was advertised in the legal notices section of Broward County’s designated public notice website on February 28, 2025, and the notice was sent to 217 prospective vendors via the e-Procurement Marketplace with 15 vendors viewing the ITB documents; and

WHEREAS, on March 26, 2025, at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) opened the eight (8) bid responses that were timely received, and reviewed the bids to ensure that they met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by Southern Arbor Services, Inc., (“Southern Arbor”) the apparent lowest priced responsive and responsible bidder, discussed the bid response with the Department of Parks and Recreation staff and concluded that Southern Arbor met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Southern Arbor, the lowest responsive and responsible bidder to the ITB, and authorize the execution of a contract with Southern Arbor to provide the Services for a three-year term with two additional one-year renewal options in an annual amount not to exceed \$450,000.00 (the “Contract”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to Southern Arbor, the lowest priced responsive and responsible bidder.

Section 3. The City Manager is hereby authorized to execute a Contract with Southern Arbor to provide the Services in an annual amount not to exceed \$450,000.00, consistent with the terms of the ITB, 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 _____, 2025.

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: Peggy Cadeaux, Purchasing Manager
DATE: April 22, 2025
SUBJECT: 25-014 – (Citywide Tree Trimming, Removal and Maintenance Services)

The Procurement and Contract Administration Division issued an Invitation to Bid (ITB) # 25-014 for Citywide Tree Trimming, Removal and Maintenance Services. 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 28, 2025, the ITB was advertised in the legal notices section of the Broward County Website. The notice was sent to two hundred seventeen (217) prospective bidders via the e-Procurement Marketplace.
- Fifteen (15) interested bidders viewed the documents of the ITB.
- On March 26, 2025, at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed eight (8) responses, Superior Landscaping & Lawn Service, Inc, Southern Arbor Services Inc., Landscape Service Professionals, Inc, Sherlock Tree Company, Inc., Tree Motion LLC., Coco Tree Service Corp., Alligator Landscaping, Inc. and Ecommerce Florida LLC. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- Southern Arbor Services Inc. was the lowest responsive/responsive bidder that met all the requirements of the ITB.
- The Procurement and Contract Administration Division discussed the response with the Parks and Recreation staff of which concurred Southern Arbor Services Inc., meets all the requirements of the ITB.
- Reference checks were conducted Southern Arbor Services Inc. and 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, Southern Arbor Services Inc. is the lowest, responsive and responsible bidder able to meet the ITB requirements; therefore, the award recommendation of this ITB is to Southern Arbor Services Inc.

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

Att. Vendor Signed Agreement, Bid Package, Supplier Response, and Scope of Work



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-178

Agenda Date: 5/6/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the second contract renewal for fireworks display with Zambelli Fireworks Manufacturing Company for the 2025 Fourth of July fireworks display and drone show event in an amount not to exceed \$141,390.00; providing for conflicts, implementation and an effective date. (Funds from Account #190-500-520-5200-000-55200-503574 - CRA Fund/Special Events & Account #100-700-720-7400-000-57400-503550 - General Fund/Centennial Celebration)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$141,390

Account Name: CRA Fund/Special Events

Account Number: 190-500-520-5200-000-55200-503574

Secondary Account Name: General Fund/Centennial Celebration

Secondary Account Number: 100-700-720-7400-000-57400-503550

Background/History

The Parks and Recreation Department (the "Department") utilizes Firework Displays for City events and celebrations, primarily during our Fourth of July Celebration and Pioneer Days events (the "Services"). Therefore, the Department deemed it necessary to seek the services of a qualified firm or individual to provide the Services. The City of Deerfield Beach issued a Request for Proposal #21-22-JW Fireworks Display (the "RFP") to solicit vendors for the Services.

Current Activity

On May 1, 2021, the City of Deerfield Beach Commission awarded the contract resulting from RFP #21-22-JW to Zambelli Fireworks Manufacturing, Inc., which contemplated the fireworks being staged from the pier. Due to the ongoing pier renovations that will continue through this year, the fireworks will not be staged from the pier, and a barge is needed for staging. The cost of the barge for the 4th of July celebration is \$40,140 (includes credit to City of \$4,860).

This year, the City will be celebrating its centennial, and there is a desire to increase the show for the 4th of July. Staff proposes the addition of a drone show and fireworks. This addition of the drone show will cost \$67,500, and the Fireworks show will cost \$33,750 (includes credit to the City of \$6,250). The drone show will take place simultaneously with the fireworks display during the July 4th event, creating a unique and memorable experience for our community.

We recommend an amendment to the existing contract to allow for the barge, drone show, and additional fireworks for a total cost of \$141,390.

Recommendation

Staff recommends the approval of the requested price increase for the July 4th celebration for the use of the barge, the addition of the drone show and the cost for the aerial fireworks.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE SECOND CONTRACT RENEWAL FOR FIREWORKS DISPLAY WITH ZAMBELLI FIREWORKS MANUFACTURING COMPANY FOR THE 2025 FOURTH OF JULY FIREWORKS DISPLAY AND DRONE SHOW EVENT IN AN AMOUNT NOT TO EXCEED \$141,390.00; PROVIDING FOR CONFLICTS, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals #21-22-JW for Fireworks Display for City Events (the “RFP”), including for the City’s Fourth of July Events and Pioneer Days Events; and

WHEREAS, on April 26, 2021, the City entered into a contract with Zambelli Fireworks Manufacturing Company (“Zambelli”), the number one ranked firm, to provide firework displays for the City’s Fourth of July and Pioneer Days Events and other City events and celebrations (the “Services”), in accordance with the terms and conditions of the RFP (the “Contract”); and

WHEREAS, the initial Contract term was for three years, beginning May 1, 2021 and expiring April 30, 2024 and provided for two additional one-year renewal options; and

WHEREAS, on April 16, 2024, the City Commission passed and adopted Resolution 2024/057, which approved the first one year renewal of the Contract and provided for a price adjustment and additional costs for the use of a barge for the 2024 Fourth of July event; and

WHEREAS, on November 19, 2024, the City Commission passed and adopted Resolution 2024/178, which approved the execution of a First Amendment to the first Contract renewal related to the Pioneer Days Event; and

WHEREAS, the City and Contractor executed a contract renewal for the second renewal option commencing on May 1, 2025 and expiring on April 30, 2026 (the “Second Renewal”); and

WHEREAS, City staff is in the process of planning for the 2025 Fourth of July Event (the “July 4th Event”) and desires to have a 300-unit drone show in addition to an Aerial Fireworks Display; and

WHEREAS, the Scope of Services set forth in the Contract provides that in the event that the Deerfield International Fishing Pier (“Pier”) is unavailable, the display shall be from a barge in the Atlantic Ocean in the vicinity of the Pier; and

WHEREAS, the Contract allows the City to request additional services, which includes the use of a barge for an additional firing site or similar type change as well as a change of materials

used for a different show, such as a drone show; and

WHEREAS, the Pier will be unavailable for the July 4th Event and the Aerial Fireworks Display will need to be displayed from a barge, which is an additional charge in the amount of \$40,140.00 and the cost of the Aerial Fireworks is \$33,750.00 (both amounts are inclusive of credits provided to the City); and

WHEREAS, based upon the need for the additional services for the Event, including the drone show and the use of the barge, the Second Renewal needs to be amended to reflect the July 4th Event costs in an amount not to exceed \$141,390.00 as set forth in Exhibit “A” of the Amendment to the Second Renewal, attached as Exhibit “1”; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize the execution of the Amendment to the Second Renewal, attached as Exhibit “1” (the “Amendment”).

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

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

Section 2. The City Commission hereby approves the Amendment to the Second Contract Renewal with Zambelli, attached as Exhibit “1,” for the July 4th Event in an amount not to exceed \$141,390.00.

Section 3. The City Manager is authorized to execute the Amendment to the Second Contract Renewal with Zambelli, 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. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

AMENDMENT TO SECOND CONTRACT RENEWAL FOR FIREWORKS DISPLAY

THIS AMENDMENT ("Amendment") to the Contract Renewal dated April __, 2025 (the "Contract Renewal") is made and entered into this ____ day of _____, 2025, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (the "City") and Zambelli Fireworks Manufacturing Company, a Florida not-for-profit corporation ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered in an agreement for Fireworks Display pursuant to RFP #21-22-JW (the "Contract"); and

WHEREAS, on April 16, 2024, the City Commission passed and adopted Resolution No. 2024/057, which approved the first renewal of the Contract and provided for a price adjustment and additional costs for the use of a barge for the 2024 Fourth of July event; and

WHEREAS, in accordance with the City's Procurement Code, the City and Contractor executed the second contract renewal for the term commencing on May 1, 2025 through April 30, 2026; and

WHEREAS, City staff is planning for the 2025 July 4th Event (the "Event") and desire to have the Event include a 300-unit drone show in addition to a fireworks display; and

WHEREAS, the Contract allows the City to require additional services, which includes the use of a barge for an additional firing site as well as a change of materials use for a different show, such as a drone show; and

WHEREAS, the additional services relating to the drone show is an additional charge in the amount of \$67,500.00 and the aerial fireworks display cost is \$33,750.00, which is a reduced cost from 2024; and

WHEREAS, the Scope of Services set forth in the Contract, also provides that in the event that the Deerfield International Fishing Pier ("Pier") is unavailable, the display shall be from a barge in the Atlantic Ocean in the vicinity of the Pier; and

WHEREAS, for the Event, the Pier will be unavailable and the Fireworks Display will need to be displayed from a barge, which is an additional charge in the amount of \$40,140.00; and

WHEREAS, due to the additional services necessary for Event, the Second Contract Renewal needs to be amended to reflect such changes.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do hereby amend the Contract, dated April 26, 2021, and the Second Contract Renewal dated April ____, 2025 as follows:

1. The above recitals are true and correct and are hereby incorporated herein by reference.
2. The total cost for the 2025 July 4th Event shall not exceed a total amount of \$141,390, which is based on the Contractor's proposal for the Event services, attached as Exhibit "A".
3. Except as otherwise amended in this Amendment, all terms, conditions, and specifications of the original Contract and the Contract Renewal shall remain the same and in full force and effect..

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the date first written above under the following signatures:

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

ATTEST:

By: _____
Rodney Brimlow, City Manager

Heather Montemayor, CMC
City Clerk

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

Anthony C. Soroka, City Attorney

Contractor, Zambelli Fireworks
Manufacturing Company

BY: _____

Print Name: _____

Title: _____

EXHIBIT "A"
CONTRACTOR'S PROPOSAL

Zambelli

FIREWORKS

Deerfield Beach Fireworks & Drone Proposal July 4, 2025



***Tony Sawdey- Vice Pres. of Sales
Zambelli Fireworks
Boca Raton, Florida
218-820-2372***



FIREWORKS & DRONE PROPOSAL

Show Date: July 4, 2025

All-inclusive Budget and Duration:

1) Aerial Fireworks Display;	\$40,000 (less credit \$6,250)
2) 300 Unit Drone Show;	\$67,500 (\$225 per Drone)
3) Barge Costs;	<u>\$45,000 (less credit \$4,860)</u>
Total Costs:	\$152,500

<u>J4, 2025 Adjusted Total Costs</u>	<u>\$141,390</u>
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Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to “AAA” rated companies.

Permits: Zambelli Fireworks will work with the local Fire, Police and the environmental groups to secure all needed security and safety plans.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyro-technicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyro-technicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Terms: Fifty percent down payment upon signing of contract. Balance due upon completion of display, as invoiced by Zambelli.



Zambelli Fireworks Team

Kacey Woods

Client Services Coordinator

(800) 860-0955 Ext. 1200

1060 Holland Drive Suite J,

Boca Raton, FL 33487

www.zambellifireworks.com

Tony Sawdey

Vice President of Sales

Cell: 218-820-2372

Office: 561-395-0955

tsawdey@zambellifireworks.com



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-176

Agenda Date: 5/6/2025

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the entitlement period provided in the Purchase and Sale Agreement with MBA Development Partners of Florida, LLC, ("MBA") through May 7, 2026, with the potential for two additional four month extensions provided MBA is diligently pursuing the final development approvals, contingent on MBA expediting the Mayo Howard Park improvements; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On March 7, 2023 the City Commission approved Resolution 2023/043 approving a Purchase and Sale Agreement with MBA Development Partners of Florida, LLC for the sale of city property located at 1045 SW 11th Way subject to referendum approval. On March 14, 2023 the Purchase and Sale Agreement was approved by 62% of registered Deerfield Beach voters voting during the election. All of which is on file in the Office of the City Clerk.

Since then, MBA has been meeting with City staff on a bi-weekly basis to negotiate the Development Agreement and work in good faith to pursue Final Development Approvals (Land Use, Rezoning, Plat, Site Plan) for the development in a manner generally consistent with MBA's development proposal to the City. MBA has also been securing tenants for the contemplated development.

Current Activity

MBA has indicated that due to market dynamics, construction cost escalations, interest rate increases and a flat rental rate market for medical users, the necessary rental rates were no longer supportable by the original contemplated medical office tenant. MBA has indicated it has secured a new corporate anchor tenant and will be able to work within the current design and uses as presented to the City initially.

MBA is now requesting an extension to the entitlement period of 12 months with two additional four-month supplemental extensions, if necessary, and provided MBA has documented that it is diligently pursuing the Final Development Approvals to pursue the necessary entitlement approvals. In total, MBA is asking for a maximum of 20 months to receive the Final Development Approvals. In order to mitigate any delay in the contemplated park improvements to be provided by MBA, MBA has agreed to commence construction on the Mayo Howard Park Improvements (Community Enhancement) within 30 days after the closing transaction contemplated in the Sale Agreement and issuance of the required permit(s) from the City to enable MBA to commence the improvements. MBA has committed

to ongoing transparent communication with the City regarding the status of the project.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, EXTENDING THE ENTITLEMENT PERIOD PROVIDED IN THE PURCHASE AND SALE AGREEMENT WITH MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, (“MBA”) THROUGH MAY 7, 2026, WITH THE POTENTIAL FOR TWO ADDITIONAL FOUR MONTH EXTENSIONS PROVIDED MBA IS DILIGENTLY PURSUING THE FINAL DEVELOPMENT APPROVALS, CONTINGENT ON MBA EXPEDITING THE MAYO HOWARD PARK IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on March 7, 2023, the City Commission adopted Resolution No. 2023/043, approving and authorizing execution of a purchase and sale agreement with MBA Development Partners of Florida, LLC (“MBA”), attached as Exhibit “1”, (the “Sale Agreement”) for the City’s sale of approximately 3.75 acres of property located at 1045 SW 11th Way, Deerfield Beach, as further described in the Sale Agreement, (the “Property”) to MBA; and

WHEREAS, the sale of the Property to MBA was approved by the voters at a referendum election held on March 14, 2023; and

WHEREAS, Article 7.2 of the Sale Agreement provides for a 15 month Entitlement Period commencing the day after expiration of the Due Diligence Period (expired September 6, 2023), whereby MBA is to diligently pursue and obtain the Final Development Approvals for the Development on the Property; and

WHEREAS, Article 7.6 of the Sale Agreement provides for an automatic six-month extension of the Entitlement Period (for a total of 21 months from the day after the Due Diligence Period) provided that MBA provides reasonable supporting documentation to the City Manager verifying MBA is diligently pursuing the Final Development Approvals; and

WHEREAS, during the Entitlement Period, MBA provided documentation of its pursuit of the Final Development approvals for the Development, including preparation and transmittal of project plans to the City and frequent coordination and communication with City staff, thereby extending the Entitlement Period referenced in Article 7 of the Sale Agreement through May 7, 2025 (the “Entitlement Period”) pursuant to Article 7.6; and

WHEREAS, MBA representatives recently requested an extension of the Entitlement Period for an additional 12 months through May 7, 2026, with the potential for two additional four-month extensions if MBA provides reasonable supporting documentation to the City Manager verifying MBA is diligently pursuing the Final Development Approvals, in order for MBA to obtain the Final Development Approvals provided for in the Sale Agreement; and

WHEREAS, Article 15.5 of the Sale Agreement provides for MBA to provide \$7,500,000 in community enhancements, including park and infrastructure improvements, during MBA's development of the Property, and improvements to Mayo Howard Park are contemplated to be effectuated by MBA as part of such obligation.

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 extension of the Entitlement Period set forth in Article 7.2 of the Sale Agreement (as extended by Article 7.6) for an additional 12 month period ending on May 7, 2026, with the potential for two additional four-month extensions provided MBA provides documentation to the City verifying MBA is diligently pursuing the Final Development Approvals (the "Entitlement Period Extension"). This Entitlement Period Extension is expressly contingent upon MBA satisfying its representation and commitment to the City to commence construction on the Mayo Howard Park Improvements (Community Enhancement) within 30 days after the closing transaction contemplated in the Sale Agreement and issuance of the required permit(s) from the City to enable MBA to commence the improvements (the "Park Improvements Commitment"). After commencing the improvements, MBA shall diligently pursue completion of the Mayo Howard Park Improvements. The Park Improvements Commitment shall be incorporated into the Development Agreement to be considered at the time that MBA's rezoning application for the Property is considered by the City Commission.

Section 3. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution and the Entitlement Period Extension, including but not limited to execution of an amendment to the Sale Agreement solely to effectuate the Entitlement Period Extension as provided in the Resolution.

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 _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



MEMORANDUM

To: Mayor and City Commission, City of Deerfield Beach

From: Anthony C. Soroka, City Attorney

Date: February 23, 2023

RE: Purchase and Sale Agreement for 1045 SW 11th Way – Summary of Terms

The City owns a land parcel consisting of approximately 3.75 acres located at 1045 SW 11th Way (the "Property"). The City issued ITN #22-41-PC (the "ITN") to solicit proposals to purchase the Property from the City. MBA Development Partners of Florida, LLC (the "Buyer") submitted a purchase and development proposal, including development plans for a mixed-use development on the Property, in response to the ITN and provided a presentation to the City Commission regarding their proposal (collectively, the "Development Proposal"). The Buyer desires to purchase the Property to develop the Property in a manner substantially consistent with the Buyer's Development Proposal, subject to applicable land use, zoning and other development approvals, conditions, and requirements imposed by governmental agencies with jurisdiction (the "Development").

On December 15, 2022, the City Commission approved the award of the ITN to Buyer, approved the key business terms for the Purchase and Sale Agreement between the City and Buyer for the sale of the Property to Buyer, and called for a referendum election to allow the City's qualified electors to vote at the next regular City municipal election on March 14, 2023 on the proposed sale of the Property to Buyer in accordance with Section 7.09(2) of the City Charter (the "Referendum Election"). The City Commission also authorized the City Manager and City Attorney to negotiate a purchase and sale agreement with Buyer to purchase the Property from the City, subject to referendum approval.

The parties have negotiated a Purchase and Sale Agreement, attached as Exhibit "A" to the corresponding agenda item (the "Agreement"). The key terms of the Agreement are summarized as follows:

- 1) Purchase Price: \$6,500,000. *(See Article 2.1).*
- 2) Referendum Election Contingency: Pursuant to Section 7.09 of the City Charter, the Property sale is contingent on the sale being approved by a majority of the qualified electors of the City voting in the March 14, 2023 Referendum Election. If the sale is not approved at the Referendum Election, the Agreement immediately terminates and City shall return the Referendum Deposit to Buyer. If the sale is approved at the Referendum Election, the Development of the Property remains subject to all applicable public hearings and development related approvals and findings. *(See Article 1.2).*

- 3) Deposit: \$325,000 (5% of purchase price) due within 3 business days of approval of the Property sale at the Referendum Election. *(See Article 2.2.1).*
- 4) Due Diligence Period: The Due Diligence Period is the 60 day period from the date the City Commission approves the Agreement. Buyer may conduct inspections on the Property and may terminate the Agreement during the Due Diligence Period if the Buyer determines, in its reasonable discretion, that the Property's physical condition is not suitable for the Development, by providing written notice of such determination and the basis of such determination to the Seller within the Due Diligence Period. In the event of such termination, the Buyer shall receive the Deposit back from the City within 30 days of such termination. *(See Articles 6.1 and 6.5).*
- 5) Community Enhancements: Buyer agrees to provide \$7,500,000 in community enhancements during Buyer's development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties during the development review process and executed prior to Closing. *(See Articles 9.4 and 15.5; See also Article 7.5(a)).*
- 6) Development of Property and Development Applications: Buyer's Development of the Property, and the City's consideration of all the related Development applications submitted to the City for the Development ("City Development Applications"), is subject to all required public hearings and appropriate findings as to infrastructure, transportation/roads, schools, utilities (which shall be deemed to include potable water, sanitary sewer and drainage as well as necessary power service), public safety facilities and all other matters relevant to such City Development Applications in support thereof. The approval of any proposed land use plan amendments or City Development Applications is not mandated by this Agreement, nor is any other development approval, and is subject to the process as set forth under Florida law, after public hearings and appropriate findings to support any such changes or applications. *(See Article 15.20).*
- 7) Entitlement Period/Extensions: Commencing on the day after the date that the Due Diligence Period expires, the Buyer will have fifteen months, subject to extension by the Parties, (the "Entitlement Period") for Buyer to obtain the Final Development Approvals for the Development. During the Entitlement Period, Buyer shall diligently pursue such Final Development Approvals with plans generally consistent with the Development Proposal.

Provided that Buyer is diligently pursuing the Final Development Approvals during the Entitlement Period and provides reasonable supporting documentation to the Seller's City Manager verifying same, the Entitlement Period shall automatically be deemed extended for up to an additional six months (for a total of 21 months from the date of expiration of the Due Diligence Period) in order to provide Buyer more time to continue to diligently pursue and obtain the Final Development Approvals. Any further extension of the Entitlement Period shall require prior written agreement by the Parties. *(See Articles 7.2 & 7.6).*

- 8) City's Termination Rights: The City may elect to terminate the Agreement, in City's sole discretion, by providing written notice to Buyer, if:
 - a. The Buyer fails to execute a Development Agreement, in a form reasonably acceptable to the Buyer's counsel and the City Attorney, prior to or at the time of obtaining the Final Development Approvals, that obligates the Buyer to provide the \$7,500,000 in community enhancements;

- b. Buyer fails to obtain the Final Development Approvals within the Entitlement Period;
or
 - c. Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. *(See Article 7.5).*
- 9) Buyer's Termination Right as to Final Development Approvals: Provided that Buyer has diligently pursued the Final Development Approvals, and in the event any of the Final Development Approvals are denied by the applicable governmental entity with jurisdiction during the Entitlement Period, Buyer may elect to terminate, in its sole discretion, this Agreement by providing written notice to Seller during the Entitlement Period. In the event of such termination, Buyer shall receive a return of the Deposit. *(See Article 7.4).*
- 10) Cooperation: In that the City is the owner of the Property and the Buyer will be the entity responsible for obtaining the Final Development Approvals, the City will cooperate with the Buyer to execute all the necessary development related applications and paperwork for the Development as owner of the Property. Seller shall diligently review and evaluate the Development applications or petitions that are required to be processed by the City, in accordance with all applicable City codes and regulations and Florida law, and Buyer shall diligently respond to the Seller's review comments generated from Seller's review of such applications. *(See Article 7.3).*
- 11) Closing: The Closing on the Property is to occur on or before 60 days following Buyer obtaining the Final Development Approvals for Development of the Property in a manner substantially consistent with Buyer's Development Proposal to the City. *(See Article 3.2).*
- 12) Remedies: In the event the Buyer defaults under the Agreement, the City shall be entitled to receive the Deposit as liquidated damages. In the event that the City defaults under the Agreement, the Buyer may elect to either terminate the Agreement or seek specific performance of the Agreement. *(See Article 14).*

April 15th, 2025

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

Re: MBA Development Request for Time Extension

Rodney,

MBA Development Group, Inc. is writing to formally request an extension of the entitlement period for the development of the property at 1045 SW 11TH Way within the City of Deerfield Beach.

MBA Development has made significant progress securing a large-scale tenant for the project and tailoring the structure to meet their requirements. However, since our initial submission, several market dynamics have affected the viability of the initial user; including construction cost escalations, interest rate increases and the flat rental rate market for medical users. These factors made it evident that the medical field tenants identified as anchor tenants cannot sustain these increased costs. Consequently, our team diligently explored various alternatives to ensure the continuation of the entitlement process. We have considered multiple building redesigns based on discussions with new potential tenants and uses. Given the area and market conditions, we targeted corporate office Headquarters. We are pleased to inform you that our proposed new tenant will work within the increased costs and current design and uses as presented to the City initially.

To continue our progress, we respectfully request an entitlement extension of twelve months along with additional four-month supplemental extensions if necessary. These extensions would be granted only upon proof that MBA is diligently pursuing the required entitlement approvals. Should both supplemental extensions be needed, the total extension period would amount to twenty months.

We are confident our entitlement work with the City will proceed smoothly and efficiently. We anticipate that the required Broward County plat note amendment may necessitate the supplemental extensions.

If this entitlement extension is granted, MBA Development will continue to diligently pursue the entitlement process. As discussed in our bi-weekly meetings, we will maintain open and transparent communication with the City and look forward to furthering our relationship.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Mario Caprini
President/CEO
Capital Group/MBA Development

CC: Eric Power: City of Deerfield Beach, Planning Director
Anthony Soroko; City of Deerfield Beach, Counsel
Andrew Blasi: MBA Development Counsel

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DEERFIELD BEACH MIXED USE DEVELOPMENT

1045 SW 11TH WAY
DEERFIELD BEACH, FL 33441



BUILDING CODE SUMMARY

Name of Project: DEERFIELD BEACH MIXED USE DEVELOPMENT
Address: 1045 SW 11TH WAY, DEERFIELD BEACH, 33441
Proposed Use: MIXED USE
Owner or Authorized Agent: CITY OF DEERFIELD BEACH
Owned By: ☒ City/County ☐ Private ☐ State
Code Enforcement Jurisdiction: ☒ City DEERFIELD BEACH ☐ County BROWARD

LEAD DESIGN PROFESSIONAL: BRIAN P. HERBERT
DESIGNER FIRM LICENSE # PHONE # E-MAIL
Architectural Gallo Herbert Architects AR0015474 954.794.0300 bherbert@gha.ai

APPLICABLE CODES:

FLORIDA BUILDING CODE, BUILDING 8th Edition (FBC-B) 2023 FLORIDA
BUILDING CODE, ELECTRICAL 8th Edition (FBC-E) 2023
FLORIDA BUILDING CODE, ACCESSIBILITY 8th Edition (FBC-A) 2023
FLORIDA FIRE PREVENTION CODE (FFPC) 8th Edition (2023)
LIFE SAFETY CODE (NFPA 101) 2018 EDITION

NATIONAL ELECTRICAL CODE (NFPA 70) 2023 EDITION
NFPA OCCUPANCY EXISTING MERCANTILE (M) OCCUPANCY CHAPTER 37

LEGAL DESCRIPTION:

1045 SW 11TH WAY DEERFIELD BEACH, FL 33441
FOLIO NO. 484212530010

SEE SURVEY FOR COMPLETE LEGAL DESCRIPTION

PROJECT DESCRIPTION - SCOPE OF WORK

THE PROJECT CONSISTS OF A NEW 14-STORY MIXED USE COMPLEX, WHICH IS COMPOSED OF THREE BUILDINGS - RESIDENTIAL, HOTEL, AND OFFICE - SEATED ON A COMMON FIVE-STORY PLATFORM CONTAINING THE PARKING GARAGE, LOBBIES, RETAIL, RESTAURANT, AND AN EVENT CENTER.

THE EVENT CENTER AND THE RESTAURANT ARE ACCESSORY USES OF THE HOTEL. THE RESIDENTIAL BUILDING HOUSES 150 RENTAL WORKFORCE UNITS; THE BUILDING FOR THE HOTEL PROPOSES 120 ROOMS, AND THE OFFICE BUILDING IS 132,515 SF FOR OFFICES.

TEAM

ARCHITECT
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DR. STE A,
DEERFIELD BEACH, FL 33442
PH: (954) 794-0300 FAX: (954) 794-0301

DEVELOPER
CG | HP DEVELOPMENT
55 NE 5TH AVENUE,
BOCA RATON, 33432

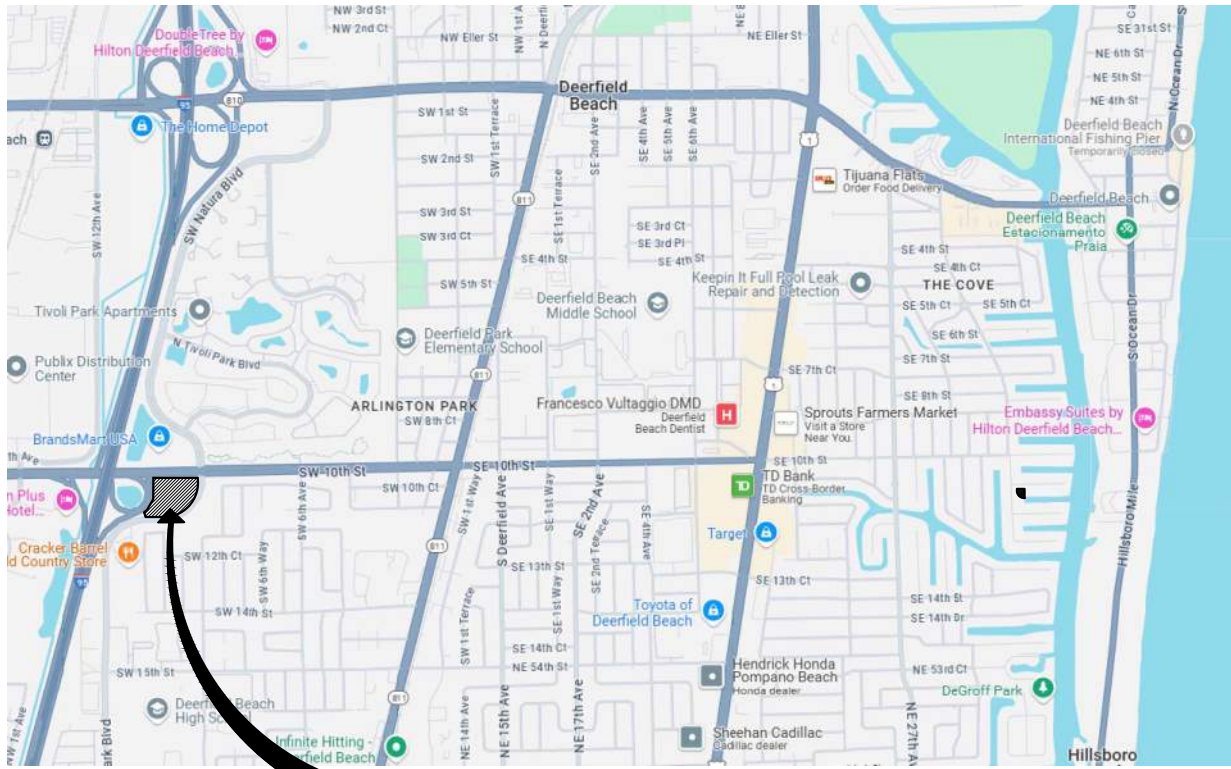
CIVIL ENGINEER
KEITH - ENGINEERING
301 E ATLANTIC BLVD,
POMPANO BEACH, FL 33060
PH: (954) 788-3400

LANDSCAPE ARCHITECT
KEITH - ENGINEERING
301 E ATLANTIC BLVD,
POMPANO BEACH, FL 33060
PH: (954) 788-3400

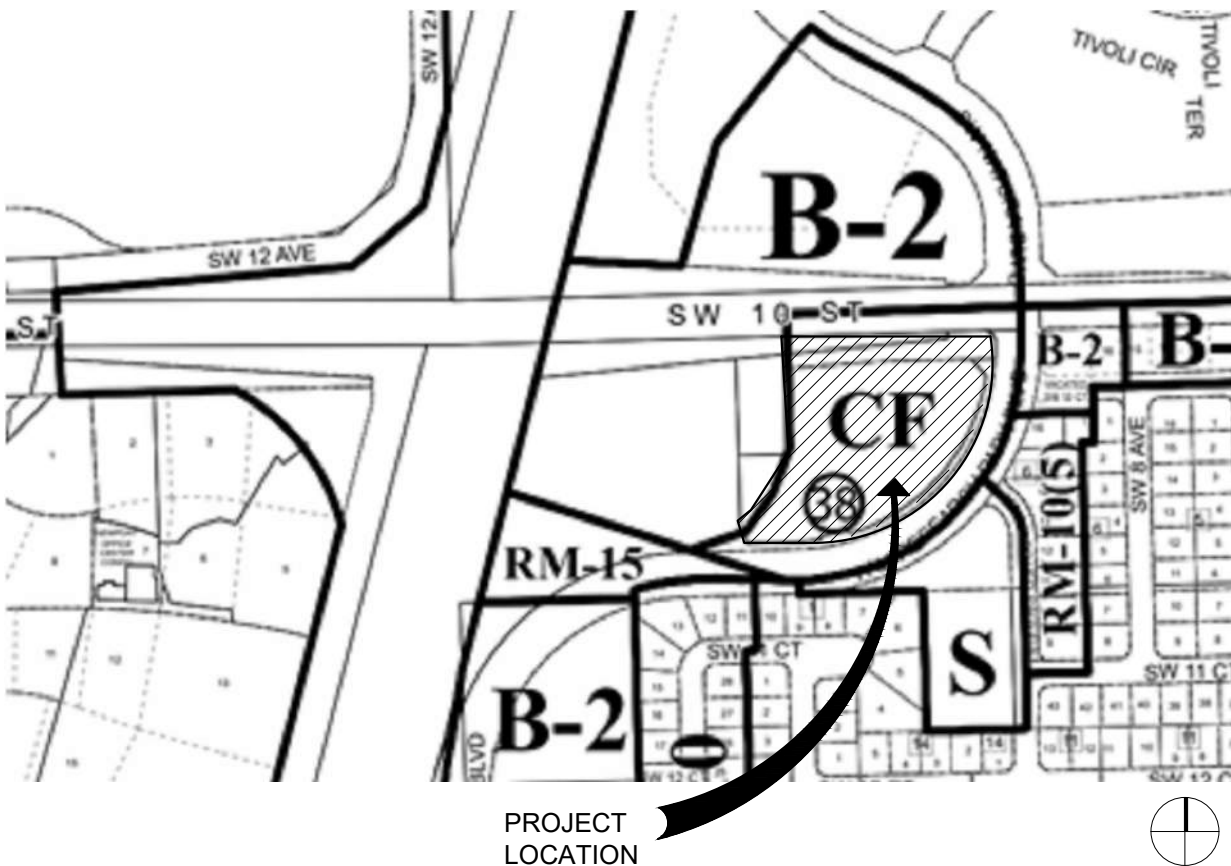
INDEX SHEET

SHEET #	TITLE
	ARCHITECTURAL
A-001	COVER & INFORMATIONAL SHEET
	SURVEY
A-100	PROPOSED SITE PLAN AND ZONING CALCULATIONS
A-101	FIRST FLOOR PLAN
A-102	SECOND FLOOR PLAN
A-103	THIRD FLOOR PLAN
A-104	FOURTH FLOOR PLAN
A-105	FIFTH FLOOR PLAN
A-106	SIXTH FLOOR PLAN
A-107	SEVENTH AND EIGHTH FLOOR PLANS
A-108	NINTH AND TENTH FLOOR PLANS
A-109	ELEVENTH FLOOR PLAN
A-110	TWELFTH FLOOR PLAN
A-111	THIRTEENTH FLOOR PLAN
A-112	FOURTEENTH FLOOR PLAN
A-113	ROOF PLAN
A-200	BUILDING ELEVATIONS
A-201	BUILDING ELEVATIONS
A-300	BUILDING SECTIONS
A-301	BUILDING SECTIONS
A-400	BUILDING RENDERS
A-401	BUILDING RENDERS

LOCATION MAP



ADJACENT ZONING MAP



AA26001731
[SEAL]
WILLIAM J. GALLO FL AR 0008440

BRIAN P. HERBERT FL AR0015474
[PROJECT]

DEERFIELD BEACH MIXED USE DEVELOPMENT

1045 SW 11TH WAY,
DEERFIELD BEACH, FL 33441

[OWNER]



CITY OF DEERFIELD BEACH
150 N.E. 2ND AVE.
DEERFIELD BEACH, FL 33441

[REVISIONS]

No.	Description	Date

[PROJECT STATUS]

SITE PLAN APPROVAL

[DATE]

04-08-2025

[PROJECT NUMBER]

9622

[SCALE]

AS SHOWN

DRAWN BY: MB
CHECKED BY: BPH
[DRAWING TITLE]

COVER, PROJECT
INFORMATION, INDEX,
AND LOCATION MAP

[DRAWING NUMBER]

A-001

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1 PROPOSED SITE PLAN
1" = 40'-0"

ZONING PROJECT DATA

ZONING DESIGNATION: PDD - PLANNED DEVELOPMENT DISTRICT
LAND USE DESIGNATION: COMMUNITY FACILITY
NET LOT AREA: 163,515 SF (3.75 AC)
PROPOSED BUILDING HEIGHT: 155'-0"

	LOT AREA		PROPOSED YARDS				MAX. FL AREA RATIO		MAXIMUM DENSITY		MAX. LOT COVERAGE		MIN. LANDSCAPED AREA		MAX. HEIGHT	
	NET AREA	FRONT	STREET SIDE	INTERIOR SIDE	REAR											
	SF	AC.	FT				FACTOR	SF	UNIT/ GROSS ACRE	UNITS	%	SF	%	FT	FT	
PROPOSED	163,515	3.75	56'-4"	58'-0"	30'-8"	57'-6"	0.13	20,444	5.9	22	####	5,948	####	6,116	155	

	AIR CONDITIONED AREAS							Non-Cond itioned	TOTAL	No. Parking Spcs	
	HOTEL	Accessory Restaurant	EVENT CENTER	RESIDEN.	OFFICES	RETAIL	SUB-TOTAL			Regular	Tandem
1st FLOOR											
2nd FLOOR											
3rd FLOOR											
4th FLOOR											
5th FLOOR											
6th FLOOR											
7th FLOOR											
8th FLOOR											
9th FLOOR											
10th FLOOR											
11th FLOOR											
12th FLOOR											
13th FLOOR											
14th FLOOR											

PARKING SPACES CALCULATION						
USE	PROPOSED SPACE	#	UNIT	REQ'D PARKING SPACES		
				X FACTOR	SOB FOR ACCESSORY	PRO'D
HOTEL						
ACCESSORY USE: RESTAURANT						
CULTURAL / CIVIC CENTER						
TOTAL F						
RESIDENTIAL						
OFFICES						
COMMERCIAL						
REQUIR						

SITE PLAN LEGEND

- 10'X 20' STANDARD PARKING STALL
- 9'X 18' COMPACT PARKING STALL

FIRE NOTE:

- A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED UNTIL THE AHJ DETERMINES THAT THE BUILDINGS ARE IN COMPLIANCE WITH SECTION 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) WITH BROWARD COUNTY LOCAL AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE 7TH ED., NFPA 1-FIRE CODE, FLORIDA EDITION 2018, NFPA 101-LIFE SAFETY CODE, FLORIDA EDITION 2018.
- PROVIDE KNOX BOX AT BUILDING ENTRANCE IN ACCORDANCE WITH LOCAL JURISDICTION.
- PROVIDE AN ADDRESS NUMBER FOR TENANT SPACE IN ACCORDANCE WITH LOCAL JURISDICTION.

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH. 954.794.0300 F.X. 954.794.0301
[SEAL]
WILLIAM J. GALLO FL AR 0008440

BRIAN P. HERBERT FL AR0015474
[PROJECT]

DEERFIELD BEACH
MIXED USE
DEVELOPMENT

1045 SW 11TH WAY,
DEERFIELD BEACH, FL 33441

[OWNER]



CITY OF DEERFIELD BEACH
150 N.E. 2ND AVE.
DEERFIELD BEACH, FL 33441

[REVISIONS]

No.	Description	Date

[PROJECT STATUS]

SITE PLAN APPROVAL

[DATE]

04-08-2025

[PROJECT NUMBER]

9622

[SCALE]

AS SHOWN

[DRAWN BY]

MB

[CHECKED BY]

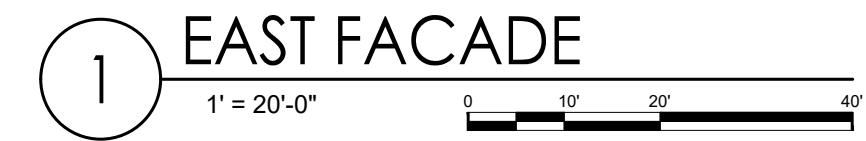
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PROPOSED
SITE PLAN

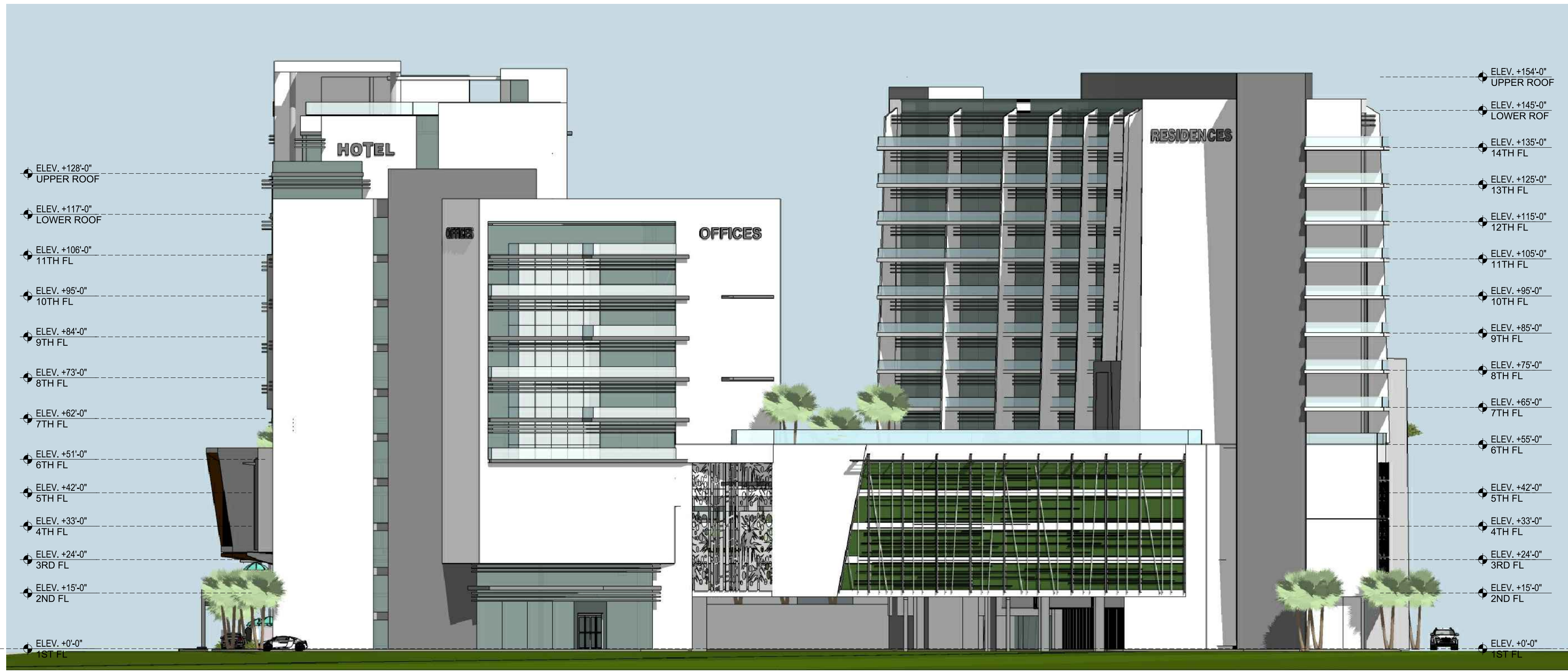
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A-100



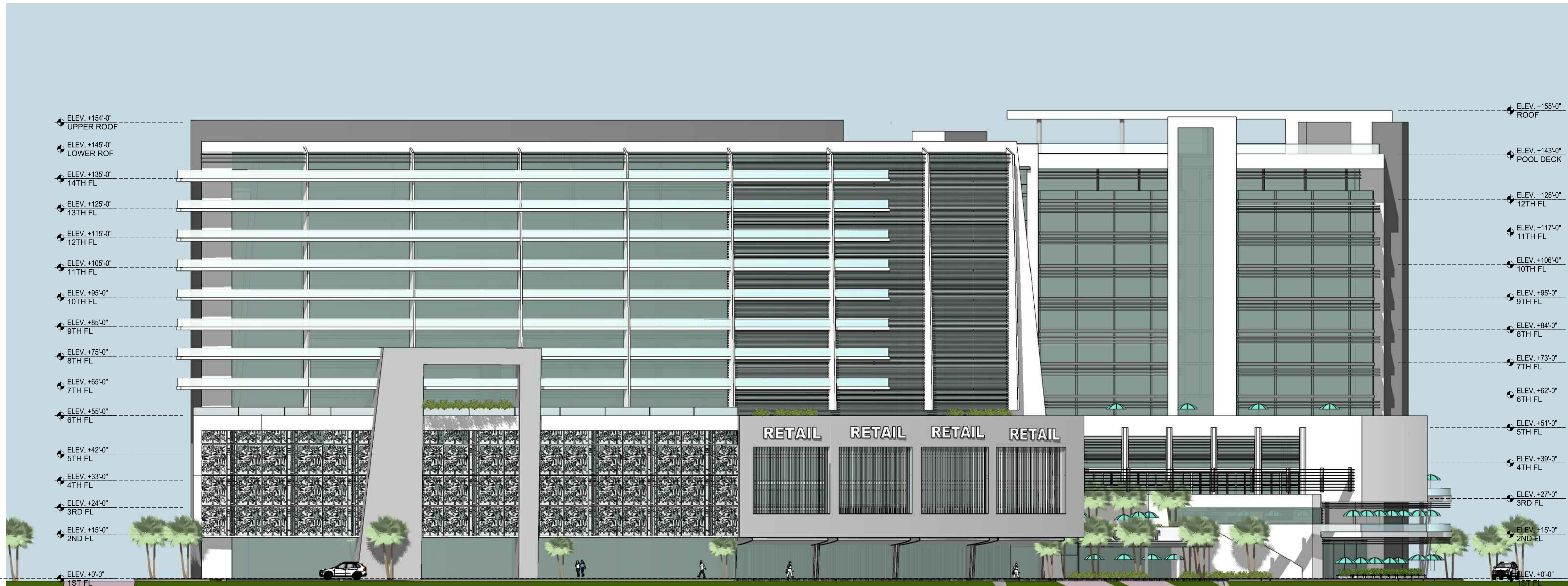
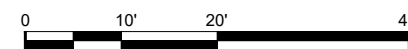
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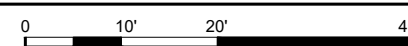
1 WEST FACADE

1" = 20'-0"



2 SOUTH FACADE

1" = 20'-0"



AA24(001)T31
[SEAL]
WILLIAM J. GALLO FL AR 0008440

BRIAN P. HERBERT FL AR0015474
[PROJECT]

DEERFIELD BEACH MIXED USE DEVELOPMENT

1045 SW 11TH WAY,
DEERFIELD BEACH, FL 33441

[OWNER]



CITY OF DEERFIELD BEACH
150 N.E. 2ND AVE.
DEERFIELD BEACH, FL 33441

[REVISIONS]

No.	Description	Date

[PROJECT STATUS]

SITE PLAN APPROVAL

[DATE]

04-08-2025

[PROJECT NUMBER]

9622

[SCALE]

AS SHOWN

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[DRAWING TITLE]

BUILDING ELEVATIONS

[DRAWING NUMBER]

A-201

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AXONOMETRIC



NORTHEAST VIEW



NORTHWEST VIEW

1 BUILDING RENDERS
NOT TO SCALE



AA242001731
[SEAL]
WILLIAM J. GALLO FL AR 0008440

BRIAN P. HERBERT FL AR0015474
[PROJECT]

DEERFIELD BEACH
MIXED USE
DEVELOPMENT

1045 SW 11TH WAY,
DEERFIELD BEACH, FL 33441
[OWNER]



CITY OF DEERFIELD BEACH
150 N.E. 2ND AVE.
DEERFIELD BEACH, FL 33441

[REVISIONS]

No.	Description	Date

[PROJECT STATUS]

SITE PLAN APPROVAL

[DATE]

04-08-2025

[PROJECT NUMBER]

9622

[SCALE]

AS SHOWN

DRAWN BY: MB CHECKED BY: BPH
[DRAWING TITLE]

BUILDING
RENDERS

[DRAWING NUMBER]

A-400

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ENTRANCE TO HOTEL & EVENT CENTER



RESTAURANT VIEW



SOUTHEAST VIEW

1 BUILDING RENDERS
NOT TO SCALE



AA24001731
SEAL
WILLIAM J. GALLO FL AR 0008440

BRIAN P. HERBERT FL AR0015474
PROJECT

DEERFIELD BEACH
MIXED USE
DEVELOPMENT

1045 SW 11TH WAY,
DEERFIELD BEACH, FL 33441
OWNER



CITY OF DEERFIELD BEACH
150 N.E. 2ND AVE.
DEERFIELD BEACH, FL 33441

REVISIONS

No.	Description	Date

PROJECT STATUS

SITE PLAN APPROVAL

DATE

04-08-2025

PROJECT NUMBER

9622

SCALE

AS SHOWN

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MB

CHECKED BY
BPH

DRAWING TITLE

BUILDING
RENDERS

DRAWING NUMBER

A-401



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-163

Agenda Date: 5/6/2025

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH CAFÉ, LLC, FOR THE LEASE OF THE CITY'S PIER RESTAURANT FOR A TWENTY-YEAR TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for May 20, 2025

Voting Requirement

Adoption requires a 4/5 vote of the City Commission on Second Reading.

Background/History

On August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Bid No. 23-02-PC (the "ITN") for the lease of the City's Pier Restaurant to Deerfield Beach Café, LLC. On August 22, 2023, in accordance with Section 3.16(4)(f) of the City's Charter, the City Commission passed and adopted Ordinance No. 2023/007, approving and authorizing execution of a Lease Agreement with Deerfield Beach Café, LLC, (the "Tenant"), enclosed as Exhibit "2", (the "Lease") which provides for an initial Lease term of twenty years, with the mutual option to renew for two additional five-year periods. The parties entered into the Lease of the space located at 202 NE 21st Avenue, Deerfield Beach, Florida, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and Exhibit "A" of the Lease, (collectively, the "Premises") for the purpose of the Tenant operating the Premises as a restaurant.

Under the Lease, the City was to deliver possession of the Premises to the Tenant on November 1, 2023, and the Tenant was to diligently pursue construction of the improvements to the Premises and commence paying Rent to the City no later than May 1, 2024.

Current Activity

Due to circumstances beyond the Parties' reasonable control, including specifically the prior tenant's, Class Act Restaurant Group, LLC, (the "Prior Tenant") breach of its lease agreement with the City and failure to vacate the subject property by October 27, 2023, the City was unable to deliver possession of the Premises on November 1, 2023. The City diligently pursued the eviction of the Prior Tenant, and the Court issued an Order authorizing the eviction of the Prior Tenant and return of possession of the subject property to the City, which eviction was effectuated on November 27, 2024.

The City and the Tenant have negotiated a First Amendment to the Lease, attached as Exhibit "1", (the "Lease Amendment") to provide for the City to deliver possession of the Premises to the Tenant on June 1, 2025, update the Possession Date and revise the Lease Commencement Date, provide

for the release of all claims against the City that could be brought by the Tenant against the City for not delivering possession of the Premises prior to the updated Possession Date, and to make certain other modifications as provided for in the Lease Amendment.

The enclosed Ordinance approves and authorizes execution of the Lease Amendment. Please see the enclosed Memo from the City Attorney's Office detailing the terms of the proposed Lease Amendment.

Recommendation

Consideration of Lease Amendment.

ORDINANCE NO. 2025/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AND
AUTHORIZING EXECUTION OF AN AMENDMENT TO THE
LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD
BEACH AND DEERFIELD BEACH CAFÉ, LLC, FOR THE LEASE
OF THE CITY'S PIER RESTAURANT FOR A TWENTY YEAR
TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS;
PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN
EFFECTIVE DATE**

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Bid No. 23-02-PC (the "ITN") for the lease of the City's Pier Restaurant to Deerfield Beach Café, LLC; and

WHEREAS, on August 22, 2023, in accordance with Section 3.16(4)(f) of the City's Charter, the City Commission passed and adopted Ordinance No. 2023/007, approving and authorizing execution of a Lease Agreement with Deerfield Beach Café, LLC, (the "Tenant"), attached as Exhibit "2", (the "Lease") which provides for an initial Lease term of twenty years, with the mutual option to renew for two additional five year periods; and

WHEREAS, the parties entered into the Lease of the space located at 202 NE 21st Avenue, Deerfield Beach, Florida, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and Exhibit "A" of the Lease, (collectively, the "Premises") for the purpose of the Tenant operating the Premises as a restaurant; and

WHEREAS, under the Lease, the City was to deliver possession of the Premises to the Tenant on November 1, 2023, and the Tenant was to diligently pursue construction of the improvements to the Premises and commence paying Rent to the City no later than May 1, 2024; and

WHEREAS, due to circumstances beyond the Parties' reasonable control, including specifically the prior tenant's, Class Act Restaurant Group, LLC, (the "Prior Tenant") breach of its lease agreement with the City and failure to vacate the subject property by October 27, 2023, the City was unable to deliver possession of the Premises on November 1, 2023; and

WHEREAS, the City diligently pursued the eviction of the Prior Tenant, and the Court issued an Order authorizing the eviction of the Prior Tenant and return of possession of the subject property to the City, which eviction was effectuated on November 27, 2024; and

WHEREAS, the City and the Tenant have negotiated a First Amendment to the Lease, attached as Exhibit "1", (the "Lease Amendment") to provide for the City to deliver possession of the Premises to the Tenant, update the Possession Date and revise the Lease Commencement Date, provide for the release of all claims against the City that could be brought by the Tenant against the City for not delivering possession of the Premises prior to the Possession Date, and to make certain other modifications as provided for in the Lease Amendment; and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve and authorize execution of the Lease Amendment, attached as Exhibit “1”.

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

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

Section 2. The Lease Amendment with Deerfield Beach Café, LLC/202 DFB, LLC, attached as Exhibit “1,” is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the Lease 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. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

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

Section 6. This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



MEMORANDUM

To: Mayor and City Commission

From: Anthony C. Soroka, City Attorney

Date: April 28, 2025

RE: Draft Pier Restaurant Lease Amendment with Deerfield Beach Café, LLC (n/k/a 202 DFB, LLC)(the "Tenant")

At the August 22, 2023 City Commission Meeting, the City Commission passed and adopted Ordinance No. 2023/007 approving and authorizing execution of a Lease Agreement with the Tenant (the "Lease") of the City's Pier Restaurant space, for an initial Lease term of twenty years, with the mutual option to renew for two additional five year periods. The parties entered into the Lease of the space located at 202 NE 21st Avenue, Deerfield Beach, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and Exhibit "A" of the Lease, (the "Premises") for the purpose of Tenant operating the Premises as a restaurant. Under the Lease, the City was to deliver possession of the Premises to the Tenant on November 1, 2023, and the Tenant was to diligently pursue construction of the improvements to the Premises and commence paying Rent to the City no later than May 1, 2024 (6 months after the delivery of possession of the Premises to Tenant).

Due to circumstances beyond the Parties' reasonable control, including specifically the prior tenant's, Class Act Restaurant Group, LLC, (the "Prior Tenant") breach of its lease agreement with the City and failure to vacate the subject property by October 27, 2023, the City was unable to deliver possession of the Premises to the Tenant on November 1, 2023. The City diligently pursued the eviction of the Prior Tenant, and the Court issued an Order authorizing the eviction of the Prior Tenant and return of possession of the subject property to the City, which eviction was effectuated on November 27, 2024.

Thereafter, the Tenant and the City have been negotiating the terms of a Lease amendment to provide for an updated possession date and lease commencement date. The Tenant alleges that Tenant has suffered damages arising from the City not delivering possession of the Premises to the Tenant on November 1, 2023, including interest expenses, lost income, increased construction costs, reputational loss, restaffing and attorneys fees, the Tenant claims collectively exceed \$600,000. The Tenant previously filed litigation against the Prior Tenant seeking damages and the City is pursuing a claim for damages against the Prior Tenant. More recently, the Tenant filed a lawsuit against the City for damages but

has held off on proceeding with the litigation against the City (City has yet to be served) while the City and the Tenant attempt to negotiate the terms of a proposed Amendment to the Lease. The City maintains that the City is not responsible for Tenant's damages.

The City Manager and City Attorney have been negotiating with the Tenant and Tenant's legal counsel to see if there are terms upon which the parties may proceed forward with the contemplated lease arrangement outside of litigation. The enclosed proposed Amendment to the Lease Agreement for the City Commission's consideration is the result of such extensive negotiations. The Lease Amendment is ultimately subject to City Commission approval by an Ordinance approved by a minimum four-fifths affirmative vote. In the event the Lease Amendment is denied, my office is prepared to defend the City against the claims raised by the Tenant against the City if the Tenant chooses to pursue such claims.

The following is a summary of the key terms of the proposed Amendment with the Tenant (with differences from the original Lease noted):

Rent Amounts: The Base Rent and Percentage Rent amounts and amounts in the Rent Schedule from the original Lease are not being modified. The first year Base Rent amount following the Lease Commencement Date remains at \$210,000 and the Lease (if the Amendment is approved) will provide 20 years of Rent payments to the City pursuant to its terms. However, note the adjustment to the Lease Commencement Date below.

Name Change: The Tenant's entity name has changed from Deerfield Beach Café, LLC to 202 DFB, LLC, which name change has been effectuated through the Florida Division of Corporations. Additionally, Tenant proposes to change the trade name of the restaurant to "The Break House" from "The Palm House." Pursuant to Article 7.3 of the Lease, entity and trade name changes may be submitted to the City for approval. The enclosed Amendment approves the entity name and trade name changes.

Possession Date: June 1, 2025 (the Possession Date under the original Lease was November 1, 2023).

Lease Commencement

Date: The date which is the earlier of: fifteen (15) months after the Possession Date (June 1, 2025), or (ii) nine (9) months after the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises. This date has been modified to provide for up to an additional nine months of Tenant's possession of the Premises before Rent payments are due. Using the first year Base Rent amount, the nine months is equivalent to approximately \$157,500.

Rent Schedule Start: The start date for the Rent Schedule has been amended for consistency with the Lease Commencement Date change noted above.

Letter of Credit: The timeframe for the Tenant to provide the required Letter of Credit securing Rent payments under the Lease has been modified to at least 30 business days prior to the Lease Commencement Date to provide for the security to be in place at least 30 days prior to when the Rent payments begin to accrue. The Tenant previously provided a Letter of Credit per the original terms of the Lease.

Parking Spaces: Section 7.5 of the Lease, which provides for Tenant's use of two designated parking spaces in the Pier Parking Lot is being clarified to provide that in the event that the City causes the two Designated Spaces to be temporarily unavailable for use by the Tenant, the City shall provide two alternative designated parking spaces in a location within reasonable vicinity to the Restaurant for use by the Tenant until the Designated Spaces become available for use.

Updated Contacts: The contact information for the parties under the Notices section of the Lease is being updated to reflect the appropriate current contacts and addresses for the Parties.

Updated Tenant AOI: Exhibit E-1 is being added to the Lease to reflect the Tenant's updated Articles of Incorporation filings pursuant to its entity name change. Exhibit E-1 is proposed to replace the existing Lease Exhibit "E".

Assignment of Claims: This section is being added and provides for the Tenant to assign its claim against the Prior Tenant to the City and to address recovery of damages from the Prior Tenant. The Amendment proposes a 50% split of up to the first \$600,000 of any damages actually recovered by the City from the Prior Tenant after deducting the City's attorneys fees and costs incurred in pursuing all damages claims against the Prior Tenant. The City would be entitled to all damages recovery above the \$600,000 threshold amount.

Pier Closure: To the extent the Fishing Pier is fully or substantially closed to the public for a period exceeding 30 consecutive days (a "Pier Closure") for any reason other than by Force Majeure (as defined in Section 29.3), the Tenant is entitled to a fifty percent (50%) prorated reduction in Base Rent due for the time period where there is a Pier Closure. The City is required to provide the Tenant with reasonable advance notice of any planned closures of the Pier when practicable.

Outdoor Seating: Section 7.19 of the original Lease provided for the Tenant's ability to request additional outdoor seating along the eastern portion of the sidewalk adjacent to the first floor of the Premises. The use of such seating is subject to compliance with applicable law, Tenant paying for and maintaining any furniture within such area and agreeing to indemnify, defend and hold the City harmless. Tenant is submitting the outdoor seating request as part of this Amendment. The request is subject to City Commission approval, which may be withheld or conditioned in the City's sole discretion.

Release of City: The Amendment requires the Tenant to release and forever discharge the City, and the City's elected officials, officers, employees, and agents, from any and all claims, damages, liabilities, and costs of any nature that Tenant has asserted or could assert, against the City, or any of the City's elected officials, employees, and agents, that are in any way relating to or arising from the City not delivering possession of the Premises to the Tenant prior to the Possession Date set forth in the Amendment. If the Amendment is approved, the Tenant is required to release and forever discharge any such claims it has against the City.

Please contact me if you have any questions. Thank you.

FIRST AMENDMENT TO PIER RESTAURANT LEASE AGREEMENT

THIS FIRST AMENDMENT (the “Amendment”) to the Lease Agreement, dated August 22, 2023, (the “Agreement” or “Lease”) is made and entered into as of this _____ day of May, 2025, by and between the **CITY OF DEERFIELD BEACH**, a Florida Municipal Corporation (“Landlord”), whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and **DEERFIELD BEACH CAFE, LLC** (n/k/a 202 DFB, LLC), a Florida Limited Liability Company, whose address is 1080 SW 17th Street, Boca Raton, FL 33486, and its successors and assigns (collectively, the “Tenant”)(Landlord and Tenant are collectively referred to as the “Parties”).

RECITALS:

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Negotiate #23-02-PC for the Lease of the City of Deerfield Beach Pier Restaurant to Tenant; and

WHEREAS, on August 22, 2023, in accordance with Section 3.16(4)(f) of the City’s Charter, the City Commission passed and adopted Ordinance No. 2023/007 approving and authorizing execution of the Lease; and

WHEREAS, the parties entered into the Lease of the City Pier Restaurant located at 202 NE 21st Avenue, Deerfield Beach, Florida, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and Exhibit “A” of the Lease, for the purpose of Tenant operating the Premises as a restaurant; and

WHEREAS, under the Lease, the City was to deliver possession of the Premises to the Tenant on November 1, 2023 and the Tenant was to commence paying Rent to the Landlord no later than May 1, 2024; and

WHEREAS, due to the prior tenant, Class Act Restaurant Group, LLC’s (the “Prior Tenant”) failure to vacate the property by October 27, 2023, the City was unable to deliver possession of the Premises on November 1, 2023; and

WHEREAS, the City and the Tenant pursued the eviction of the Prior Tenant and the Court issued an Order authorizing eviction of the Prior Tenant and return of possession of the property to the City; and

WHEREAS, the City and the Tenant desire to enter into this Amendment to provide for the City to deliver possession of the Premises to the Tenant, update the Possession Date and the Lease Commencement Date, provide for the release of all claims against the City that could be brought by the Tenant against the City for not delivering possession of the Premises on November 1, 2023, and to make certain other modifications as provided for in this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby amend the Lease, dated August 22, 2023, as follows:

1. RECITALS

The above recitals are true and correct and are hereby incorporated into this Amendment by reference.

2. NAME CHANGE OF TENANT

Pursuant to Section 7.3 of the Lease, the Landlord hereby consents to the Tenant's entity name change from Deerfield Beach Café, LLC to 202 DFB, LLC, which has been effectuated through the Florida Division of Corporations, provided that Danielle Rosse is in an oversight management and supervisory role for 202 DFB, LLC, pursuant to Section 11.1 of the Lease and maintains such role throughout the Term of the Lease. All references to Tenant or Deerfield Beach Café, LLC in the Lease and this Amendment shall refer to 202 DFB, LLC. Pursuant to Section 7.3 of the Lease, the Landlord hereby consents to the trade name/dba change from "The Palm House" to "The Break House."

3. POSSESSION DATE

Section 1.15 "Possession Date" of the Lease is revised to read as follows¹:

1.15. "Possession Date" is ~~November 1, 2023~~ June 1, 2025, which is the date when physical possession and control of the Premises is delivered by Landlord to Tenant in the manner set forth in Section 5 hereof.

4. LEASE COMMENCEMENT DATE

Section 1.11 "Lease Commencement Date" of the Lease is revised to read as follows:

1.11. "Lease Commencement Date" is the date which is the earlier of (i) ~~six (6)~~ fifteen (15) months after the Possession Date (~~May 1, 2024~~), or (ii) nine (9) months after the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises. Should said date be other than the first day of a calendar month, then the Lease Commencement Date shall be on the first day of a calendar month following such date.

¹ Additions to existing Lease text are shown in underline; deletions to existing Lease text are ~~struck through~~.

5. EXHIBIT "C" RENT SCHEDULE

Exhibit "C", "Rent Schedule" of the Lease is revised in part to read as follows:

Base Rent. Starting upon the ~~date that is six (6) months after the Occupancy Date~~ Lease Commencement Date, Base Rent shall be due and payable from Tenant to Landlord in the amounts and in the manner set forth in this Rent Schedule. Base Rent for the first Rental Year of the Term shall be \$210,000.00 per year (\$17,500.00 per month) payable on the first day of each month, plus sales tax, as applicable. The Base Rent for each successive Rental Year of the initial Term shall escalate at 2.0% annually.

6. LETTER OF CREDIT

Section 6.1 of the Lease is hereby amended to read as follows:

6.1. Guaranty of Payment and Performance. ~~Within five (5)~~ At least thirty (30) business days prior to the Lease Commencement Date ~~of execution of this Agreement~~, Tenant shall deliver to Landlord a duly executed irrevocable standby letter of credit from a U.S. federally insured banking institution acceptable to the Landlord, naming Landlord as beneficiary, and securing six (6) months of the Base Rent for the first Rental Year, and in form, content and amount acceptable to Landlord, but in no event less than the amount of \$105,000.00, securing the faithful payment and performance of Tenant's obligations under this Agreement (the "ISLC"). The ISLC shall state that the City may draw on the ISLC if the City Manager certifies that the Tenant is in material default under any provision of this Lease. Upon the one-year anniversary date of ~~this Agreement~~ the Lease Commencement Date, and provided the Tenant has not been declared in breach of this Agreement, the ISLC shall be reduced to three (3) months of the Base Rent and shall remain in effect for the duration of the Agreement/lease Term. Tenant may substitute a cash bond, in a form acceptable to the City, in lieu of the required ISLC provided that all other conditions shall apply to such cash bond and shall be documented in the acceptable of such cash bond.

7. DESIGNATED PARKING SPACES

Section 7.5 of the Lease is hereby amended to read as follows:

7.5. Parking Facilities. Landlord shall provide two (2) designated parking spaces in the Pier parking lot to the west of the Restaurant for use by restaurant staff and for a delivery/unloading areas (the "Designated Spaces"). Other than the two ~~d~~Designated parking spaces, no other designated parking shall be provided by the Landlord. In the event that the Landlord causes the two Designated Spaces to be temporarily unavailable for use by the Tenant, the Landlord shall provide two alternative designated parking spaces in a location within reasonable vicinity to the Restaurant for use by the Tenant until the Designated Spaces become available for use by the Tenant.

8. UPDATED CONTACT INFORMATION FOR NOTICES

Section 27.1 of the Lease is hereby amended to read as follows:

27.1. Notices. All notices required under this Agreement shall be in writing and shall be delivered either (i) personally with a receipt obtained; (ii) by certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service; or (iv) by facsimile transmission or electronic mail with a hard copy sent by regular mail on the date of the facsimile transmission. Any notice required or permitted under this Agreement shall be properly addressed as follows.

TO LANDLORD:

City of Deerfield Beach
~~David Santucci~~ Rodney Brimlow, City Manager
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
~~DSantucci@Deerfield-Beach.com~~
RBrimlow@deerfield-beach.com

With a Copy to:

Anthony C. Soroka, Esq.
Weiss Serota Helfman Cole & Bierman
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431
ASoroka@wsh-law.com

TO TENANT:

~~Deerfield Beach Café, LLC~~ 202 DFB, LLC
Danielle Rosse
245 NE 21st Avenue
Deerfield Beach, Florida 33341

With a Copy to:

~~Joel Koeppel, Esq.~~
~~Koeppel Law Group~~
~~1515 N Flagler Dr Ste 220~~
~~West Palm Beach, FL 33401~~
Mitchell W. Berger, Esq.
David Colls, Esq.
Berger Singerman LLP
201 East Las Olas Blvd
Suite 1500
Fort Lauderdale, FL 33301

9. UPDATED TENANT ARTICLES OF INCORPORATION

Exhibit “E” of the Lease, which includes the Articles of Incorporation of Tenant, is hereby replaced with the attached Exhibit “E-1” to this Amendment. Section 29.2 of the Lease is hereby amended to replace the reference to Exhibit “E” with the attached Exhibit “E-1”.

10. ASSIGNMENT OF CLAIMS AGAINST PRIOR TENANT

Tenant filed a lawsuit against Class Act Restaurant Group, LLC, which was the prior tenant of the Premises, (“Class Act”) seeking damages from Class Act in connection with Class Act’s failure to vacate the Premises on October 27, 2023 upon the expiration of Class Act’s lease with the City. Tenant hereby agrees to execute and deliver a written assignment to the Landlord, attached as Exhibit “N”, of all claims Tenant may have against Class Act. Tenant makes no representations or warranties of any kind, either express or implied, including any warranties of validity, enforceability, or success related to the lawsuit.

Landlord filed a lawsuit against Class Act Restaurant Group, LLC for an eviction and damages that include, without limitation, the amount of double rent during Class Act’s holdover from October 27, 2023 through November 27, 2024, in connection with Class Act’s failure to vacate the Premises and relating to litigation cases: CACE23020060 and CACE23020079 (the “Landlord Cases”).

To the extent the Landlord recovers any damages from Class Act in relation to the Landlord Cases, including, without limitation, in the form of a settlement, judgment, or otherwise, the City hereby agrees that Tenant is entitled to receive fifty percent (50%) of up to (and not to exceed) the first \$600,000 of the Net Recovery. Net Recovery shall mean the Landlord’s gross damages recovery actually received by the Landlord minus the deduction of the Landlord’s attorney’s fees and costs incurred in pursuing all damages claims against Class Act. The Landlord agrees to contact the Tenant pursuant to Section 27.1 diligently upon any recovery of damages from Class Act. Landlord makes no representations or warranties of any kind, either express or implied, including but not limited to any warranties of validity, enforceability, pursuit of the claims, or success related to the Landlord Cases.

11. PIER CLOSURE

To the extent the Deerfield Beach Fishing Pier (the “Pier”) is fully or substantially closed to the public for a period exceeding thirty (30) consecutive days (a “Pier Closure”) for any reason other than by Force Majeure, as defined in Section 29.3, the City hereby agrees that the Tenant is entitled to a fifty percent (50%) prorated reduction in Base Rent due for the time period where there is a Pier Closure. “Substantial closure” shall mean any event that restricts public access to at least fifty percent of the Pier, materially

impacting customer foot traffic to the Restaurant. The City shall provide the Tenant with reasonable advance notice of any planned closures of the Pier when practicable.

12. OUTDOOR SEATING

Landlord grants Tenant additional outdoor seating along the eastern portion of the sidewalk adjacent to the first floor of the Premises, as described in and pursuant to Section 7.19 of this Agreement, subject to the conditions set forth in Section 7.19 of this Agreement.

13. RELEASE OF CITY FROM ALL CLAIMS

Tenant hereby releases and forever discharges the City, and the City's elected officials, officers, employees, and agents, (collectively, the "Released Parties") from any and all claims, damages, liabilities, and costs of any nature that Tenant has asserted or could assert, against the City, or any of the City's elected officials, employees, and agents, that are in any way relating to or arising from the City not delivering possession of the Premises to the Tenant prior to the Possession Date set forth in this Amendment, including but not limited any claims for loss profits, business reputation damages, increased design and construction costs, or any other direct or consequential damages, whether now known or unknown. Landlord hereby acknowledges that Tenant, as of the date of execution of this Amendment, has not been declared in breach of the Agreement, is not in breach of the Agreement, and is not in default.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**FIRST AMENDMENT TO
PIER RESTAURANT LEASE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the last date of execution shown below.

LANDLORD

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

ATTEST:

By: _____
Todd Drosky, Mayor

Date: _____

HEATHER MONTEMAYOR, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF DEERFIELD
BEACH, FLORIDA, ONLY:

ANTHONY C. SOROKA, CITY ATTORNEY

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of May, 2025 by Todd Drosky, the Mayor of the CITY OF DEERFIELD BEACH, a Florida municipal corporation, who executed the foregoing Amendment on behalf of the said municipal corporation. He/she is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

My Commission expires: _____

My Commission Number: _____

**FIRST AMENDMENT TO
PIER RESTAURANT LEASE AGREEMENT**

TENANT

WITNESSED

202 DFB, LLC

Corporate Secretary

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of May, 2025 by _____, the _____ of 202 DFB, LLC, a Florida Limited Liability Company, who executed the foregoing Amendment on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

My Commission expires: _____

My Commission Number: _____

**EXHIBIT “E-1”
ARTICLES OF INCORPORATION OF TENANT**

DRAFT

L23000157246

1/29

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

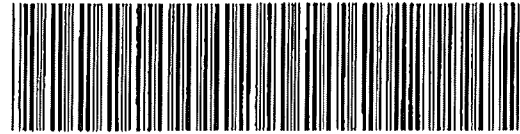
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000422635090

01/29/24--01018--012 \$430.00

FILED
2024 JAN 29 PM 6:05
CLERK OF STATE
TALLAHASSEE, FL

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Deerfield Beach Cafe LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fees are submitted for filing.

Please return all correspondence concerning this matter to the following:

Danielle Russe

Name of Person

Firm/Company

234 north Ocean Blvd

Address

Deerfield Beach, FL 33441

City/State and Zip Code

Danielle@oceans234.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Danielle Russe

954 536-5712

at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Deerfield Beach Cafe LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on April 5, 2023 and assigned
Florida document number 123000157246.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

202 DEB LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

[illegible]

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated 1/23/2023 _____



Signature of a member or authorized representative of a member

Danielle Rosse

Typed or printed name of signee

Filing Fee: \$25.00

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Division of Corporations

Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850)617-6381

From:

Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)214-8442

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FLORIDA LIMITED LIABILITY CO.

Deerfield Beach Cafe, LLC

Certificate of Status	1
Certified Copy	0
Page Count	04
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TALLAHASSEE, FL

2023 APR -5 AM 2:36

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ARTICLES OF ORGANIZATION

Article I. Name

The name of this Florida limited liability company is:
Deerfield Beach Cafe, LLC

Article II. Address

The street address of the Company's initial principal office is:
Deerfield Beach Cafe, LLC
1080 SW 17th Street
Boca Raton FL 33486

The mailing address of the Company's initial principal office is:
Deerfield Beach Cafe, LLC
1080 SW 17th Street
Boca Raton FL 33486

Article III. Registered Agent

The name and street address of the Company's registered agent is:
Associated Corporate Services, LLC
6111 Broken Sound Parkway NW, Suite 200
Boca Raton FL 33487

Article IV. Transferability of Membership Interests

No members shall have the right to assign their membership interests in the Company without the written agreement of all of the membership interests, unless otherwise provided in the Company's Operating Agreement. If the assignment is not approved by all of the membership interests, the assignee shall have no right to become a member, to participate in the management of the Company, or to exercise any other rights or powers of a member. The assignee shall merely be entitled to receive the share of profits and other distributions and the allocation of income, gain, loss deduction, credit or similar item to which the assignor was entitled, to the extent assigned.

Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

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Article V. Distribution of Profits

Unless otherwise provided in the Company's Operating Agreement, there shall not be any distribution of profits unless each separate distribution is approved by the affirmative vote of members who own more than 50% of the voting interest in the Company. The voting members shall have complete discretion on when and if to approve any distribution of profits.

Article VI. Management

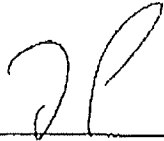
This will be a manager-managed company. The name and address of each manager is:

The Danielle Rosse Revocable Trust
1080 SW 17th Street
Boca Raton FL 33486

Article VII. Company Existence

The Company's existence shall begin effective as of April 5, 2023.

The undersigned authorized representative of a member executed these Articles of Organization on 4/5/2023.



COMPUTERSHARE GOVERNANCE SERVICES INC.
D/B/A CORPORATE CREATIONS INTERNATIONAL

By: John Perez, Attorney-in-Fact

Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

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STATEMENT OF REGISTERED AGENT

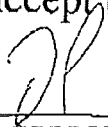
LIMITED LIABILITY COMPANY:

Deerfield Beach Cafe, LLC

REGISTERED AGENT/OFFICE:

Associated Corporate Services, LLC
6111 Broken Sound Parkway NW, Suite 200
Boca Raton FL 33487

I agree to act as registered agent to accept service of process for the company named above at the place designated in this Statement. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



ASSOCIATED CORPORATE SERVICES, LLC

By: John Perez, Attorney-in-Fact

Date: April 5, 2023.

Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

ORDINANCE NO. 2023/007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH CAFÉ, LLC FOR THE LEASE OF THE CITY'S PIER RESTAURANT FOR A TWENTY YEAR TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Bid No. 23-02-PC (the "ITN") for the lease of the City's Pier Restaurant to Deerfield Beach Café, LLC; and

WHEREAS, the City and Deerfield Beach Café, LLC have negotiated the Lease Agreement, attached as Exhibit "A", which provides for an initial Lease term of twenty years, with the mutual option to renew for two additional five year periods; and

WHEREAS, under the terms of the Lease Agreement, the City receives rent revenue based upon a minimum annual base rent amount of \$210,000.00 commencing in Year 1, with a 2% annual increase thereafter, and the potential for additional rent based on a revenue share of 5% of gross sales with the base rent amount serving as the natural breakpoint; and

WHEREAS, Article III, Section 3.16(4)(f) of the City Charter requires the City Commission to approve leases of any lands of the City for a period in excess of five years to be authorized by Ordinance.

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

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

Section 2. The Lease Agreement with Deerfield Beach Café, LLC, attached as Exhibit "A," is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the Lease Agreement with Deerfield Beach Café, LLC, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

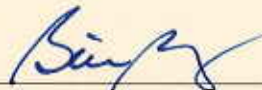
Section 4. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

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

Section 6. This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 22ND DAY OF AUGUST, 2023.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



HEATHER MONTEMAJOR, CITY CLERK

EXHIBIT A

PIER RESTAURANT LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement" or "Lease") is made and entered into as of this 22nd day of August, 2023, by and between the **CITY OF DEERFIELD BEACH**, a Florida Municipal Corporation ("Landlord"), whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and **DEERFIELD BEACH CAFE, LLC**, a Florida Limited Liability Company, whose address is 1080 SW 17th Street, Boca Raton, FL 33486 ("Tenant").

RECITALS:

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Negotiate #23-02-PC for the Lease of the City of Deerfield Beach Pier Restaurant to Tenant; and

WHEREAS, on August 22, 2023, in accordance with Section 3.16(4)(f) of the City's Charter, the City Commission passed and adopted Ordinance No. 2023/007 approving the execution of this Lease Agreement; and

WHEREAS, the parties wish to enter into this Agreement for the lease of the City Pier Restaurant located at 202 NE 21st Avenue, Deerfield Beach, Florida, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and the attached Exhibit "A", for the purpose of Tenant operating the Premises as a restaurant; and

WHEREAS, Landlord is willing to lease the Premises to Tenant upon the terms, covenants and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree that the terms and conditions of this Agreement are as follows:

1. DEFINITIONS.

Unless the context otherwise specifies or requires, the following capitalized terms shall have the meanings herein specified.

1.1. "Audited Financial Statement" means a Financial Statement certified by an independent certified public accounting firm to have been prepared in accordance with Generally Accepted Accounting Principles and Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants.

1.2. "Base Rent" shall mean the fixed annual basic rent payable by Tenant to Landlord for the Premises during each Rental Year of the Term, as more specifically set forth in Section 4 and Exhibit "C" attached hereto and incorporated herein by reference.

1

1.3. "Building" means the entire building located at the entrance to the Pier, and located at 202 NE 21st Avenue in which the administrative offices and Premises and Restaurant are located.

1.4. "Premises" shall mean the restaurant space consisting of approximately 4,283 square feet, located at the Deerfield Beach Fishing Pier, 202 NE 21st Avenue, Deerfield Beach, FL 33441, and including approximately 1,738 square feet of interior space, a 1,311 square foot second story observation deck, 494 square feet of second floor restroom and storage space, and a 740 square foot outdoor seating area, and all other improvements on or appurtenances to the Premises, which Premises are depicted and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

1.5. "Pier Restaurant Operating Account" shall mean one or more accounts in a federally insured banking institution located in the State of Florida, in the name of the Tenant in a bank selected by the Tenant, into which Tenant shall deposit all Gross Revenues of the Pier Restaurant Operations.

1.6. "Pier Restaurant Operations" shall mean and include (i) the restaurant to be operated on the Premises; (ii) the operation of food and beverage service at the Observation Deck and any and all future temporary or permanent concessions established and approved by Landlord within the Premises; and (iii) catering services for on-site events and parties within Premises or at the Observation Deck, except as specifically excluded in this Agreement and subject to the restrictions and limitations set forth in Section 7 of this Agreement, and all activities in support or a part of all such operations.

1.7. "Effective Date" is the date that this Agreement is executed by Tenant and Landlord. This date is different from the Lease Commencement Date and Possession Date.

1.8. "Expense(s) of Operation" shall mean the amount of all expenses (whether ordinary, extraordinary or capital) incurred or paid by Tenant for leasing, using, operating, improving, rehabilitating and/or repairing the Premises, performing the Pier Restaurant Operations, and performing all other obligations undertaken hereunder, including without limitation, any and all ad valorem taxes, intangible taxes, taxes payable on the fees payable hereunder or on the leasehold interest created hereby, insurance as required by the terms of this Agreement, utility charges and fees, and any other taxes, fees or charges payable as a result of this Agreement or Tenant's performance hereunder.

1.9. "Furniture, Fixtures and Equipment" ("FF&E") shall consist of all furniture, fixtures and equipment to be placed on or located on the Premises, including, but not limited to, carpeting, wall covers, decorative lighting, electric or electronic equipment, kitchen equipment, seating, interior and exterior features, artifacts and artwork, interior and exterior graphics, office furniture, all fixtures and specialized equipment, telephone

and alarm systems, cleaning and engineering equipment, tools, and all other similar items to be placed and hereafter located in the Premises, and all other items which are required for the operation of the restaurant at the Premises and the Pier Restaurant Operations in accordance with the provisions of this Agreement, together with all replacements, modifications, alterations and additions thereto.

1.10. "Gross Revenues" shall consist of all revenue, proceeds of sales for cash or credit (including check, charge, exchange or otherwise), all goods, services and merchandise sold, leased, licensed or delivered, all other receipts by sale, barter or otherwise of all business conducted in and from the Premises, and the Pier Restaurant Operations, income or receipts of any nature or kind, all deposits not refunded to purchasers or patrons, all sales to employees and agents of Tenant, all orders taken on or from the Premises, and in connection with the Pier Restaurant Operations (although said orders may be received by telephone, mail, electronic mail or filled otherwise), or procured from the Premises, and all uncollected or uncollectible credit amounts, determined on an accrual basis in accordance with generally accepted accounting principles consistently applied, whether cash or credit, derived directly or indirectly from the Restaurant, the Pier Restaurant Operations (including all concessions operated at the Premises and catered events) or any operation or source over which Tenant has any direct or indirect responsibility under this Agreement. The following amounts shall be expressly excluded from Gross Revenues: (1) any sums collected and paid out for any sales or direct excise tax imposed by any duly constituted governmental authority, (2) the exchange of inventory between other stores of Tenant, its subsidiaries, affiliates and parent company, if any, where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has theretofore been made in or from the Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Premises, (3) sums and credits received from shippers or manufacturers in settlement of claims for loss or damage to merchandise, (4) refunds to customers, (5) sales of Tenant's fixtures (other than fixtures which constitute inventory of Tenant's business in the Premises), (6) the amount of any tips collected by or for employees or any discount on sales to employees of Tenant, (7) the proceeds of any sale of (X) all or substantially all of Tenant's assets at the Premises, or (Y) shares of Tenant's corporate stock; (8) fees paid to companies providing credit card services; (9) shipping charges, (10) actual bad debts, (11) meals served to employees while on the job for which no charge is made or receipts is collected, (12) insurance or condemnation proceeds, (13) the value of merchandise returned to the manufacturer, wholesaler, vendor or shipper or transferred from the Premises, (14) sponsorships (not for profit), refunds, rebates or advertising allowances provided to Tenant by manufacturers, wholesalers, vendors or shippers, (15) the value of promotional items that are distributed to Tenant's customers without charge, (16) amounts received as a result of litigation (including settlements thereof), except with respect to lost revenue/profit, (17) commercially reasonable franchise fees, royalty fees and other consideration received by Tenant in connection with any franchise of Tenant's business at the premises (except for other consideration generated at the Premises), and (18) licensing fees received by Tenant in connection with its trade name.

1.11. "Lease Commencement Date" is the date which is the earlier of (i) six (6) months after the Possession Date (May 1, 2024), or (ii) the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises. Should said date be other than the first day of a calendar month, then the Lease Commencement Date shall be on the first day of a calendar month following such date.

1.12. "Operating Supplies" shall mean all inventories of merchandise held for sale, and all stocks of supplies necessary for the Pier Restaurant Operations including, without limitation, all repair and maintenance supplies, food, beverages, food services items, fuel and miscellaneous expendables.

1.13. "Percentage Rent" shall mean rent payable by Tenant to Landlord, in addition to Base Rent, but only to the extent that the calculation exceeds Base Rent, in an amount equal to five percent (5%) of Gross Revenues, commencing on the second Rental Year of the Term and continuing throughout the Term of this Agreement, as set forth in Section 4 and Exhibit "C" attached hereto.

1.14. "Pier" shall mean the City of Deerfield Beach Municipal Fishing Pier located at 202 N.E. 21 Avenue, Deerfield Beach.

1.15. "Possession Date" is November 1, 2023, which is the date when physical possession and control of the Premises is delivered by Landlord to Tenant in the manner set forth in Section 5 hereof.

1.16. "Rent" shall mean Base Rent and Percentage Rent as respectively defined in this Agreement and more specifically set forth in Section 4 and Exhibit "C" attached hereto and incorporated herein by reference, together with Additional Rent and any other amounts payable by Tenant to Landlord under this Agreement and as may be mutually agreed to by the parties hereafter in written form as an amendment to this Agreement.

1.17. "Rental Year" means a year consisting of twelve (12) consecutive calendar months. The first Rental Year during the Term of this Agreement shall commence on the Lease Commencement Date and end on a date which is twelve (12) consecutive calendar months thereafter. The first Rental Year of the Term shall include twelve (12) full calendar months plus the partial month, if any, should the date of the twelve months (12) after the Possession Date or the issuance of the Certificate of Completion and/or Certificate of Occupancy fall on any other day which is not the first day of a calendar month. Each subsequent Rental Year shall mean a period of twelve (12) full calendar months commencing with the date following the last day of the first Rental Year, and commencing with each subsequent annual anniversary of such day. The last Rental Year of the Term shall be the period which commences on the day immediately following the last day of the preceding Rental Year and terminates on the last day of the Term.

1.18. "City" shall mean the City of Deerfield Beach, in its municipal capacity as opposed to as Landlord.

2. GRANT OF LEASE OF PREMISES; USE AND OPERATION OF PREMISES.

2.1. Lease of Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon the terms, covenants and conditions set forth in this Agreement.

2.2. Use and Operation of Premises. Tenant shall have the right to use and operate the Premises, including the Observation Deck, solely for a restaurant and Pier Restaurant Operations, or programming, in compliance with the terms and conditions of this Agreement. The Tenant shall have the right to use the Observation Deck, subject to the terms and conditions of this Agreement, and as more specifically set forth in Paragraph 7 of this Agreement. Tenant shall ensure that the Observation Deck remains accessible to the public commencing at 8:00 am daily and during all times of Tenant's restaurant operations on the Observation Deck (including the public's access to the eastern portion of the Observation Deck), except to the extent that a member of the public is disturbing the Tenant's operations on the Observation Deck, creating a public nuisance, or otherwise violating any applicable laws.

3. TERM.

3.1. Initial Term. This Agreement shall be for a term (the "Term") of twenty (20) years commencing on the Lease Commencement Date and ending on the last day of the twentieth (20th) Rental Year following the Lease Commencement Date, unless sooner terminated as provided herein or extended as provided herein. All references hereinafter to Term shall, unless the content indicates the contrary, include any Renewal Term(s), if in effect in accordance with the terms of this Agreement.

3.2. Renewal Term(s). Provided that: (i) Tenant remains in occupancy of the Premises and continues to conduct and operate the Restaurant thereon and the Pier Restaurant Operations in accordance with this Agreement, and (ii) no uncured event of a material default by Tenant exists or has occurred under the Agreement during the last two (2) Rental Years of the initial Term, the Term of this Agreement may be renewed and extended for up to two (2) additional five (5) year terms, subject to the mutual agreement of the parties to renew, and of all terms and conditions of this Agreement in the manner set forth in this Section (except for potential Lease payment increases for the Landlord). In the event that Tenant wishes to renew and extend the initial Term of this Lease, Tenant shall provide written notice to Landlord of its desire to extend and renew the Term (the "First Renewal Notice") at least 180 days, but not more than 365 days prior to the expiration of the Term. Upon Tenant providing Landlord with the First Renewal Notice, the Landlord may elect to consider and/or negotiate with Tenant for renewal of the Term subject to the mutual agreement of the terms and conditions for the First Renewal Term. In the event that the parties mutually agree on the renewal of the Term, and the terms and conditions of such five (5) year renewal, the parties shall enter into an Addendum to this Agreement, as appropriate, setting forth the terms and conditions for renewal of the Term (the "First Renewal Term").

In the event that the parties agree to the First Renewal Term, the Tenant may wish to further renew the Term of this Agreement for a second five (5) year renewal term, and shall provide written notice to Landlord of its desire to renew the Term (the "Second Renewal Notice") at least 180 days, but not more than 365 days prior to the expiration of the First Renewal Term. Upon Tenant providing Landlord with the Second Renewal Notice, the Landlord may elect to consider and/or negotiate with Tenant for a second renewal of the Term subject to the mutual agreement of the terms and conditions of the Second Renewal Term. In the event that the parties mutually agree on the second renewal of the Term, and the terms and conditions of such second five (5) year renewal (the "Second Renewal Term"), the parties shall enter into an Addendum to this Agreement, as appropriate, setting forth the terms and conditions of the Second Renewal Term.

Notwithstanding anything contained herein to the contrary, nothing herein shall be construed to grant Tenant the right or option to renew or extend the initial Term of this Agreement without the City's mutual consent and agreement.

3.3. Extension. In the event that the Pier Restaurant Operations are scheduled to end due to the expiration of this Agreement, the Tenant shall continue the Pier Restaurant Operations in accordance with this Agreement upon written request of the City Manager or designee. The extension period shall not extend for more than 180 days beyond the expiration date of the existing Lease Agreement. The Landlord shall be compensated during the extension period at the base rent and percentage rent rates in effect when this extension is invoked by the City.

4. BASE RENT, PERCENTAGE RENT AND ADDITIONAL RENT; PAYMENT OF EXPENSES OF OPERATION.

4.1. Payment of Rent. Tenant shall pay the Landlord the Base Rent and Percentage Rent in the amounts and at the times set forth in Exhibit "C" attached hereto, which payments shall be payable and delivered to the City of Deerfield Beach, Finance Department, at 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 or such other place as the Landlord shall designate from time to time in a notice given pursuant to the provisions of this Agreement. All payments due to the Landlord pursuant to this Agreement shall be absolutely net to the Landlord, free from any abatement, offset, set-off, defense, expense, charge, or other deduction whatsoever, and shall be paid without notice.

4.1.1 Late Payments – Interest. Landlord shall be entitled to collect interest at the rate of 18% from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Agreement. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be deemed to be Additional Rent and shall not be in lieu of the right of Landlord to enforce other provisions in this Agreement and to pursue other remedies provided by law.

4.2. Base Rent. Base Rent shall commence on the Lease Commencement Date. Tenant's failure to occupy the Premises or Tenant's failure to complete any of the Tenant Improvements in a timely manner shall not delay the payment of Base Rent. All provisions of this Agreement shall be in full force and effect upon the Effective Date, notwithstanding the fact that prior to the payment of Base Rent, Tenant shall first perform and complete the Tenant Improvements. During the Term, Tenant will pay as the minimum Base Rent for the Premises the sums for each Rental Year of the Term and Renewal Terms as set forth in the Rent Schedule attached hereto as Exhibit "C", with Base Rent being payable without notice, demand, set-off or deduction, in advance, on or before the first (1st) day of each calendar month, beginning on the Lease Commencement Date, in equal monthly installments, plus all applicable sales and use taxes as are presently payable or hereinafter imposed. Base Rent for the first month of the Term shall include the amount due for the fractional portion of the month should the date that is the earlier of twelve (12) months after the Possession Date or the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises fall on any day of the calendar month which is not the first day of the month, through the first day of the Lease Commencement Date.

4.3 Percentage Rent. Commencing in the second Rental Year, in addition to the Base Rent and other charges for each and every Rental Year as set forth in this Agreement, and continuing throughout the Term, Tenant shall pay Landlord the Percentage Rent, if due in accordance with this Section 4.3, without previous demand therefore and without any abatement, offset, setoff, defense, expense, charge, or other deductions whatsoever, on or before the fifteenth (15th) day of the month immediately following the first quarter of such Rental Year and thereafter on the fifteenth (15th) day of

each succeeding quarter during the remainder of such Rental Year on all Gross Revenues. Within fifteen (15) days after the end of each quarter in the Term, Tenant will deliver to Landlord a statement signed by a responsible corporate officer of Tenant accurately setting forth the amount of Gross Revenues made during each quarter, itemized in reasonable detail (the "Quarterly Gross Revenues Statement") and will contemporaneously therewith pay any Percentage Rent equal to five percent (5%) ("Percentage Rent Rate") of such Gross Revenues, but only to the extent that such calculations exceed Base Rent (by way of example, if the Gross Revenues equal \$5,000,000 the 5% calculation results in a figure of \$250,000.00 for the second Rental Year, and the Base Rent is equal to \$214,200.00, only the additional \$35,800.00 would be due for that Rental Year). Within sixty (60) days after the end of each Rental Year in the Term and Renewal Term, Tenant will furnish to Landlord a statement signed and sworn to by the same party who is to sign the quarterly statement of Gross Revenues according to the foregoing provisions hereof, accurately showing Gross Revenues for the preceding Rental Year itemized in reasonable detail (the "Yearly Gross Revenues Statement") and will contemporaneously therewith pay any additional Percentage Rent due for such Rental Year and provide Landlord with certified gross sales reports consistent with the form required by the State for the reporting of sales tax, and deliver to Landlord true and complete copies of all monthly sales tax reports filed by Tenant with the State. Computation of Percentage Rent shall be made separately and independently for each Rental Year of the Term, without regard to the Gross Revenues made during or Base Rent paid for any other Rental Year.

4.3.1. Records and Reports. For the purpose of ascertaining the amount payable as Percentage Rent, Tenant agrees to prepare, keep and maintain complete, accurate, and adequate books of account and supporting records, which shall show daily sales made by Tenant and daily bank deposit records, and to install and maintain a system of sales records by which will be recorded daily all sales and other transactions had by Tenant in connection with the Pier Restaurant Operations, and Tenant shall keep the same on file for a period of not less than five (5) years (unless Applicable Law requires a greater time period), including at least three years after the expiration or earlier termination of this Agreement. If any audit shall be commenced by Landlord or if there shall arise a difference or dispute concerning Gross Revenues, then Tenant's books and records (including all supporting data and any other records from which Gross Revenues may be tested or determined) shall be preserved or retained by Tenant until a final determination of such dispute or difference or litigation, including through all appeals, and if no appeal is filed, until the expiration of the period of time in which an appeal may be filed.

4.3.2. Sale System; Sales Evidence. Tenant agrees to install and use as installed, a cash register or other point-of-sale system, said system to have locked-in cumulative capacity and memory and otherwise to be in accordance with generally accepted accounting practices and standards. Tenant also agrees to: (i) give to each patron or customer a cash register itemized receipt and a copy of sales slip having cash register or other certification thereon, and will retain the cash register tapes or other evidence for a period of not less than five years (5) years, (unless Applicable Law requires

a greater time period), including at least three years after the expiration or earlier termination of this Agreement; or (ii) maintain a reasonable equivalent record keeping system to provide Landlord with the records necessary to conduct an audit.

4.3.3. Monthly Sales Tax Reports and Gross Revenue Statements. Tenant further agrees to deliver to Landlord, concurrently with the Quarterly Gross Revenues Statements, specified hereinabove, a copy of Tenant's monthly sales tax reports for such quarter. Tenant further agrees to furnish Landlord within sixty (60) days following the expiration of each Rental Year, a statement signed by a responsible corporate officer of Tenant, certifying the Gross Revenues for the Rental Year then ended. Only if in any given Rental Year, Tenant shall have received a statement by an independent Certified Public Accountant, certifying the Gross Revenues for the Rental Year then ended, Tenant shall forward a copy of said statement to Landlord, without demand.

4.3.4. Electronic Transmittal of Gross Revenues Reports. Landlord agrees that should Landlord develop during the Term or Renewal Terms adequate computer capability, it will not unreasonably refuse to allow Tenant to transmit its Gross Revenues reports electronically, and to maintain its books and records in computerized form, provided that: (i) sales reports are transmitted by internet transmission to Landlord's data center, in a manner compatible with Landlord's computer system and approved in writing by Landlord, (ii) print copies of such Gross Revenues reports are furnished to Landlord within thirty (30) days after request (which request may be made at any time within one year after the electronic sales reports are furnished by Tenant to Landlord); (iii) Tenant's computerized books and records provide the same level of information as the print books and records described above, are retained for the full three (3) year record retention period provided for herein, and are made accessible for Landlord's inspection on request, and (iv) print copies of any of such books and records are made available to Landlord's representatives who are engaged in inspecting Tenant's books and records, as provided herein, promptly upon request. Nothing herein contained shall obligate Landlord to develop, install, or maintain said electronic computer capabilities.

4.3.5. Access to Books and Records; Audit. Tenant further grants unto Landlord and Landlord's designees upon at least 48 hours prior written notice, the right during all regular business hours to have access to all books, accounts, records and reports, including true copies of state sales tax reports that shall be kept by Tenant showing daily Gross Revenues, and shall permit Landlord to make an audit thereof (but not more than once per year in any Rental Year, and to make copies as Landlord or its designees may require) by a Certified Public Accountant and/or Landlord's designees, and shall freely lend Tenant's assistance in the making of any inspection, examination or audit. Should such audit by the Landlord disclose a variance of understated Gross Revenues by: (i) three (3%) percent or more for any period of this Agreement, the Tenant agrees to pay the reasonable costs of such an audit, and (ii) by five (5%) percent or more or any other fraudulent or grossly inaccurate reporting for any Rental Year (in addition to Landlord's aforesaid remedy), the same shall constitute an Event of Default, and in any event, Tenant shall immediately pay any such deficiency to Landlord. If Tenant's Gross Revenues are required to be reported on any Federal, State or local sales tax return and

Gross Revenues as so reported on said returns shall exceed the Gross Revenues as reported by Tenant, after taking into account any deductions from Gross Revenues permitted under this Agreement, then the Gross Revenues shall be taken at the highest figure so reported. If any governmental authority shall increase the Gross Revenues reported by Tenant to Landlord on any such tax return, after audit, for any Rental Year for which such Gross Revenues have been reported, then Tenant shall notify Landlord promptly of such increase, supply to Landlord a true copy of such audit and pay any additional Percentage Rent due at that time. Tenant agrees to pay Landlord, as Additional Rent, the additional sum within ten (10) days after submission by Landlord to Tenant of a bill thereof. Tenant's obligations under this Section 4.3.5 shall survive the expiration or sooner termination of this Agreement.

4.3.6. Percentage Rent during Cessation of Operations. Should Tenant at any time during the Term hereof vacate, abandon or desert the Premises or cease the Pier Restaurant Operations, or any appreciable part thereof (except during any time when the Premises may be untenable by reason of fire, Force Majeure or other casualty, as to which other provisions of this Agreement shall control), in addition to the same constituting an Event of Default, Tenant shall pay Landlord for each month or fraction thereof (fractional months being prorated) during which said business is not so continuously conducted on the Premises or the Pier Restaurant Operations are not conducted, a sum per month, in addition to the Base Rent, as Additional Rent equal to the greater of: (i) the Percentage Rent earned hereunder for the same period during the preceding year; or (ii) the Percentage Rent on Gross Revenues and business transacted by Tenant in that part of the Premises operated by it, if any, and the portion of the Pier Restaurant Operations conducted.

4.4 Proration for Mandatory Closure. In the event of closure due to a natural disaster, such as a tropical storm or hurricane, or other act of nature beyond the reasonable control of Tenant, the Base and Percentage Rent Payment shall be prorated for the period of closure in accordance with the Base Rent per month and Percentage Rent per month provided that any closure is specifically due to the act of nature and through no fault of the Tenant.

4.5. Additional Rent. In addition to Base Rent and Percentage Rent, Tenant shall pay all Expenses of Operation and any other amounts or monetary obligations that Tenant is obligated to pay pursuant to the terms of this Agreement, commencing upon the Effective Date and such obligations shall be treated as Additional Rent.

5. RENOVATION OF PREMISES.

5.1. Tenant Improvements. Tenant shall be responsible for completion of the interior and exterior improvements, inclusive of the purchasing of furnishings to be placed in the Premises, as well as decorative treatments, that are consistent with the renovation and operation proposal and theme submitted by Tenant in response to the ITN, and Tenant shall pay all costs associated with improvements of the Premises and alteration, design, construction and installation of the improvements, including all permits and

approvals, inspection fees, fees for architects, engineers and contractors, and the cost of all labor, materials, fixtures and equipment, insurance and letter of credit securing the Tenant's Work or any portion of the Tenant Improvements (collectively, the "Tenant Improvements") and the Initial Capital Investment (hereinafter defined). The Tenant Improvements required to be performed and completed by Tenant, and the estimated cost thereof, are described in Exhibit "B" attached hereto. From and after the Effective Date and attainment of all required governmental approvals, the Tenant shall use good faith efforts, diligently pursue, and exercise due diligence to obtain all necessary permits and approvals required to perform and thereafter expeditiously prosecute to completion the Tenant Improvements, which completion shall be evidenced by the issuance of a Certificate of Completion or Certificate of Occupancy by the City.

5.2. Permitting; Compliance with Governmental Requirements. Tenant shall comply with all planning, zoning and building codes and requirements and all other applicable laws, codes, ordinances, resolutions, rules and regulations in performing and completing the Tenant Improvements, including, without limitation, the Florida Building Code and applicable Fire Codes. Tenant shall obtain and pay for all necessary building permit(s) and approvals required by any Governmental Authority with respect to the Tenant Improvements and Pier Restaurant Operations. Tenant shall be responsible for the fees and costs of all permits and approvals. Any denial of a permit or approval required for the Tenant Improvements by a Governmental Authority shall entitle the Tenant to an extension of the time frame for completion of the Tenant Improvements, provided, Tenant demonstrates to Landlord that such denial of the permit and the extension of the time needed to complete the Tenant Improvements was not occasioned by the acts or omissions of the Tenant and is beyond the reasonable control of the Tenant, and in any event not the failure of the Tenant to comply with all applicable laws, rules and regulations.

5.3. Submission of Conceptual Plan/Site Plan and Architectural Plans. Within seventy-five (75) days of the Effective Date, Tenant shall submit to the City for its review and approval a Conceptual Plan and/or Site Plan indicating the interior and exterior layout and drawings of the proposed Restaurant in the Premises for the purpose of seeking the appropriate government approvals. If additional monies are required to complete the Tenant Improvements over and above the estimated costs set forth in Exhibit "B", Tenant agrees to assume responsibility for and pay for any and all additional costs over and above the amounts set forth in Exhibit "B" to insure that the Tenant Improvements are completed in a timely and satisfactory matter. City agrees to diligently review and process Tenant's development and permit applications submitted to the City in connection with this Lease.

5.4. Security for Tenant Improvements. In order to secure the monies needed to pay for the Tenant's Work and the Tenant Improvements, and any cost overruns or additional costs, Tenant shall pay for and provide to the Landlord, prior to commencement of any Tenant Improvements, a payment and performance bond in accordance with Section 255.05, Fla. Stat., from a U.S. federally insured banking institution in form and content acceptable to the Landlord, securing and in the amount of the total Tenant

Improvements, naming the Landlord as beneficiary thereof. The payment and performance bonds shall be recorded in the public records of Broward County.

5.5. Construction and Completion of Tenant Improvements. Tenant shall diligently pursue a Building Permit for the Tenant Improvements and promptly commence the Tenant Improvements upon receipt of the applicable Building Permit(s), and shall thereafter diligently prosecute to completion all work in a good and workmanlike manner, in accordance with the approved Architectural Plans and/or Design Plans, and Site Plan, and shall install only new materials and equipment in the Premises. Tenant shall substantially complete (as evidenced by a Certificate of Completion or Certificate of Occupancy as applicable) the repair, renovation, improvements and equipping of the Premises (including installation of the Furniture, Fixtures and Equipment (FF&E) and Operating Supplies) no later than six (6) months after the Possession Date, subject to extension for delays due to denial or delay in obtaining the necessary permits to commence construction (not caused by or within the reasonable control of Tenant) Force Majeure, which extensions must be approved in writing, it being understood, however, that funding (or the lack thereof) is not a Force Majeure event. On or before the sixth month after the Possession Date, the Premises shall be fully operational and Tenant shall open the Premises and Restaurant for business. Upon completion of the Tenant Improvements, Tenant shall furnish to Landlord: (i) an affidavit by Tenant stating that Tenant Improvements have been substantially completed in accordance with this Agreement and Architectural Plans and/or Design Plans approved by Landlord, which shall include a detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof; (ii) a final Release from Tenant's general contractor, together with an affidavit from the general contractor that all bills for labor and materials furnished to the Premises have been paid, together with receipted invoices, and which affidavit shall also state the names and addresses of all those in privity with such general contractor and it is understood that any deliberately false statement by Tenant therein shall constitute a default of this Agreement; (iii) an affidavit of the general contractor performing the Tenant Improvements, stating that all work has been substantially completed in accordance with this Agreement, that all subcontractors, sub-subcontractors, laborers and materialmen supplying labor or materials for the Tenant Improvements have been paid in full and that all liens therefore that have been or might be filed have been discharged of record or waived, and that no security interests relating thereto are outstanding; (iv) written certifications and approvals (including Certificate of Occupancy and/or Certificate of Completion, as applicable) with respect to the Tenant Improvements and Tenant's right to use and occupy the Premises as may be required for any government authority; and (v) a copy of final construction plans (sealed as-built) including any amendments, change orders, etc. to be provided to Landlord in digital and hard copy formats.

5.6. Ownership of Improvements and Tenant Improvements. All Tenant Improvements and any other improvements made by or installed by either Landlord or Tenant on the Premises, as the same are performed and incorporated into the Premises, shall become the property of the Landlord and shall be owned by the Landlord and shall remain upon and be surrendered with the Premises upon the expiration or earlier

termination of this Agreement, without payment or credit to Tenant. At the expiration or earlier termination of this Agreement, the Furniture, Fixtures and Equipment shall remain with the Premises and become the property of Landlord. The Tenant Improvements and any other improvements made by or installed by either Landlord or Tenant on the Premises, and the FF&E, shall be free and clear of all liens and encumbrances. Landlord may, however, at its option, require Tenant to remove any Tenant Improvements or other improvements and make whatever repairs are necessary to restore the Premises to the condition existing at the Possession Date, with all costs of removal, repair, and restoration to be borne by Tenant. However, Tenant may remove any hanging artwork, decorations, or furnishings, installed by Tenant that are not permanently affixed to the structure provided that they can be removed without material damage to the structure, as well as any personal equipment not affixed to the structure. In the event that Tenant fails to remove any of the equipment or personal property within fifteen (15) calendar days after expiration or earlier termination of this Agreement, Landlord shall conclude that the Tenant has abandoned such personal equipment and personal property.

5.7. Additional Improvements/Alterations. Upon completion of the Tenant Improvements, Tenant shall not make any additional improvements or alterations to the Premises (other than minor or cosmetic alterations that are interior and nonstructural in nature not to exceed \$100,000.00), without Landlord's prior written consent (except as to replacements or upgrades made by Tenant in the ordinary course of business to replace or upgrade items affected by normal wear and tear). The Landlord may withhold or delay consent at Landlord's sole discretion, for any alteration or improvement that: (i) will alter or affect any portion of the plumbing, heating, ventilating, air conditioning, mechanical, electrical, or other building systems, installations, and facilities of the Premises or structure, façade, wall, roof, or foundation of the Premises, which consists of the Building, restaurant and observation deck; (ii) will detract from the use or character of the Premises or be visible from the exterior of the Premises; (iii) will require amendment of any certificate of occupancy for the Premises; (iv) will require the consent of any insurer under any of Landlord's or Tenant's policies of insurance covering the Premises; (v) void or otherwise adversely impair any applicable roofing guaranty in effect; or (vi) violate the spirit and intent of this Agreement. All obligations relating to any renovations or Tenant Improvements performed by Tenant either at the commencement of the Term hereof, or any time thereafter, shall be the sole responsibility of, and shall be performed at the sole cost of, Tenant.

5.8. Contractor Insurance. In the event Tenant is permitted to make Improvements requiring a building permit, Tenant shall require any contractor performing work on the Premises to provide, pay for and maintain in force, during the time such work is being performed, the following insurance policies: (i) comprehensive general liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate; (ii) a minimum of One Million Dollars (\$1,000,000.00) combined single limit automotive liability; (iii) Workers' Compensation and employer's liability insurance in the amounts specified in Section V. With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than thirty (30)

calendar days prior to commencement of the construction of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above and expressly including Landlord (including its elected officials, officers, employees and agents) as an additional named insured as its interests may appear. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days' prior written notice to Landlord, and policies must be endorsed to provide the same. Carriers shall meet the insurance ratings specified herein.

6. GUARANTY OF PAYMENT AND PERFORMANCE OF AGREEMENT; SECURITY FOR INITIAL CAPITAL INVESTMENT; IRREVOCABLE STANDBY LETTER OF CREDIT.

6.1. Guaranty of Payment and Performance. Within five (5) business days of execution of this Agreement, Tenant shall deliver to Landlord a duly executed irrevocable standby letter of credit from a U.S. federally insured banking institution acceptable to the Landlord, naming Landlord as beneficiary, and securing six (6) months of the Base Rent for the first Rental Year, and in form, content and amount acceptable to Landlord, but in no event less than the amount of \$105,000.00, securing the faithful payment and performance of Tenant's obligations under this Agreement (the "ISLC"). The ISLC shall state that the City may draw on the ISLC if the City Manager certifies that the Tenant is in material default under any provision of this Lease. Upon the one-year anniversary date of this Agreement, and provided the Tenant has not been declared in breach of this Agreement, the ISLC shall be reduced to three (3) months of the Base Rent and shall remain in effect for the duration of the Agreement/lease Term. Tenant may substitute a cash bond, in a form acceptable to the City, in lieu of the required ISLC provided that all other conditions shall apply to such cash bond and shall be documented in the acceptable of such cash bond.

6.2. Initial Capital Investment. Attached and marked as Exhibit "B" attached hereto and incorporated by reference, is Tenant's estimate of the Initial Capital Investment requirements for this Agreement and operation of the Premises and the Pier Restaurant Operations, which includes the costs of Tenant Improvements, Furniture, Fixtures and Equipment, Design Documents, Architectural Plans, Operating Costs and Contingency (the "Initial Capital Investment"). When Tenant performs the renovation, equipping and Tenant Improvements required in Section 5 of this Agreement, the costs thereof shall be automatically added to the definition and amount of the Initial Capital Investment.

6.3 Landlord and Tenant acknowledge and agree that the amount of the irrevocable standby letter of credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Tenant to the Landlord in the event of a material breach of this Agreement by Tenant. The purpose is to secure the Tenant's obligations under this Agreement. The failure to provide the required irrevocable standby letter of credit to Landlord at least 30 days prior to the

expiration of the outstanding irrevocable letter of credit documents shall be considered a breach of this Agreement and entitle the Landlord to demand payment under the ISLC, unless Tenant provides an updated ISLC or an alternative security in the form of a cash bond in the same amount of the ISLC. Demand by the Landlord under the irrevocable letter of credit does not act as a waiver of any other rights or remedies that the Landlord may have.

6.4 In addition to any other rights and remedies of Landlord under this Agreement, in the event that this Agreement is breached, canceled, or terminated by mutual agreement prior to its expiration, the Landlord may apply the ISLC to be held against outstanding Tenant obligations and as an offset against expenses occurred by Landlord until a new Tenant is found and a new lease agreement is executed.

7. PERMITTED USE AND QUALITY OF OPERATIONS.

7.1.1 Permitted Use of Premises. The Tenant shall use, manage and operate the Premises solely as a restaurant, and food and beverage related operations and services, generally consistent with Tenant's response to the ITN, and for no other uses or purposes that are expressly prohibited in this Agreement. Nothing contained herein shall preclude a private dining event in the normal course of restaurant operations within an area of the restaurant to be served by food from the kitchen, provided that the provision of grab-and-go (and takeout) services remain available at all such times. Tenant shall have access to and from the Premises at all times in connection with this Agreement. It is the express intent of the parties to continue restaurant and food service operations at the Premises. At all times during this Agreement, Tenant shall comply with the covenants and restrictions imposed upon the Premises by the City's Code of Ordinances, all applicable local, state and federal laws and regulations, and the restrictions and limitations set forth herein below.

7.1.2. Alcoholic Beverages. Tenant may serve beer, wine and other alcoholic beverages at the Premises, provided that Tenant shall comply with all applicable laws and licensure requirements and consumption of such alcoholic beverages is restricted to the Premises. The Landlord makes no assurances, representations or warranties with regards to the availability of such liquor or alcohol permits or licenses or the ability of Tenant to obtain such, provided, however Landlord shall assist by executing all necessary landlord related documents to obtain such licenses should Tenant wish to apply for any alcoholic license at any time during the Lease Term, as extended. Tenant shall conspicuously place signage indicating that alcoholic beverages shall not be taken out of the Leased Premises and shall strictly enforce this provision. Alcoholic beverages shall not be sold in unopened original bottles or cans, or disposable cups which would promote the transport of such beverages off of the leased Premises, unless such sales are in full compliance with Florida Statute Section 561.20, as may be amended from time to time.

7.1.3. City Uses and Events. Notwithstanding anything contained in this Agreement to the contrary, the City shall have the right to use and hold City-sponsored

food-related and other City-sponsored festivals and community events at the Pier or beach (i.e. 4th of July, Ocean Way Holiday Lighting, etc.), and may utilize other vendors or food service providers for such community events. **Sales of prepared foods may be made by other food service providers at community events held at the Pier or beach but said shall not exceed more than two (2) times per month.** No other restaurant or food service providers shall be allowed to operate within the Building.

7.1.4. Catering Services. During the Term, Tenant shall have the exclusive right to provide food, beverage and catering services for special events or private parties at the Premises except for City-sponsored food-related and other community events as set forth in Section 7.1.3. hereinabove.

7.2. Duty to Open and Continuously Operate the Restaurant Café and Pier Restaurant Operations. The Pier Restaurant and all Pier Restaurant Operations shall be fully operational and open to the public, and the grab and go food services operations and concessions shall be available within thirty (30) days of the issuance of a Certificate of Completion and/or Certificate of Occupancy for the Premises by the City, unless Landlord agrees, in writing, to extend such date (however, no such extension shall affect the payment of Rent as provided herein). During the Term of this Agreement, the Restaurant and the Pier Restaurant Operations shall be continuously operated and service the public, with the hours of operation and service as detailed in Section 8 of this Agreement.

7.3. Trade Name of Restaurant Café and Pier Restaurant Operations. Tenant shall operate the restaurant and all Pier Restaurant Operations under the name Deerfield Beach Cafe, LLC d/b/a The Palm House. Should Tenant wish to change the name during the Lease Term, as extended, Tenant shall submit to Landlord for approval by the City the name or trade name of the Restaurant and all Pier Restaurant Operations, including food and catering operations. Throughout the Term, the Tenant shall conduct its business, including the Restaurant and Pier Restaurant Operations, under the name(s) approved pursuant to this Section, and shall not be known, identified or referred to by any other name. Tenant shall file all necessary documentation required to operate under its trade name in accordance with all applicable laws, including but not limited to filing its Article of Incorporation and/or fictitious name registration with the Florida Division of Corporations. Any change to the trade name shall require the prior written approval of the Landlord.

7.4. Specifically Prohibited Uses. Tenant agrees that at no time during the Term hereof shall it use the Premises for any other use than as specifically permitted in this Agreement. For purposes of emphasis, Tenant shall be expressly prohibited from using the Premises for the following: (i) adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel or adult theater, as such terms are defined in City Ordinances as may be amended from time to time; (ii) live entertainment of any kind, except with the prior written authorization of the City through the City's special event application and approval process; (iii) any use that requires the storing of hazardous substances, materials or both at the Premises in

violation of law, (iv) any use of the Premises for residential purposes, (v) any use that is not a permitted use under this Agreement (provided at least 30 days written notice and an opportunity to cure is provided), and (vi) any use prohibited by any applicable law or regulation of any government entity with jurisdiction. In the event the Tenant uses or allows the Premises to be used for uses or activities not expressly permitted herein, or ceases to provide regular and continuous Pier Restaurant Operations and services consistent with the approved uses set forth in this Agreement, Landlord may, in its sole and absolute discretion and in addition to all other remedies available to it, terminate this Agreement and/or restrain the improper use by injunction or similar legal process.

7.5. Parking Facilities. Landlord shall provide two (2) designated parking spaces in the Pier parking lot to the west of the Restaurant for use by restaurant staff and for a delivery/unloading areas. Other than the two designated parking spaces, no other designated parking shall be provided by the Landlord.

7.6. Advertising. Tenant shall not advertise the business of Tenant conducted at the Premises in any manner that violates the City Code of Ordinances or any other applicable law.

7.7. Use of City Seal. Tenant shall not use the City Seal.

7.8. No Sales of Articles. Tenant shall not, except with Landlord's prior written approval, exhibit, sell or offer for sale, in or on the Premises, any item other than items connected with the Restaurant or Pier Restaurant Operations on the Premises, unless designated with the restaurant name, provided that such sales items shall be included in Gross Revenues for purposes of Percentage Rent.

7.9. No Obstructions. Tenant shall use reasonable efforts not to obstruct any sidewalk, passageway, entrance, exit, stairway, lobby, corridor, hall, or other area outside of the Premises or inside or about the Premises. Neither Tenant nor any employee, agent or invitee of Tenant shall enter into areas of the Building reserved for the exclusive use of Landlord, its employees, agents or invitees. During construction of the Tenant Improvements or subsequent alterations or work to the Premises, Tenant, and any contractors performing work on the Premises, shall use all reasonable efforts not to obstruct any sidewalk, passageway, entrance, exit, stairway, lobby, corridor, hall, or other area outside of the Premises or inside or about the Pier and shall minimize disturbance or interference with the City's and public's use and occupancy of the Pier and adjacent public areas. Tenant shall not interfere with access to the Deerfield Beach International Fishing Pier.

7.10. Doors. Tenant shall keep doors and other means of entry to the Premises closed except during operating hours for the restaurant, and shall during non-operating hours, keep the same secure. To the full extent permitted by law, Tenant shall assume liability for all risks and claims arising out of theft, robbery, pilferage, or other crimes committed by or against Tenant, its employees, agents, guests, and invitees in or about

the Premises. Tenant shall be responsible for the locking of doors and the closing of transoms and windows in and to the Premises.

7.11. Locks. Tenant shall install new locks on the doors of the Premises as part of the Tenant Improvements. Upon installation of the door locks, Tenant shall provide Landlord with at least two copies of each key for each lock in the Premises. Upon termination of this Agreement or of Tenant's possession, Tenant shall surrender to Landlord all keys to the Premises and shall make known to Landlord the explanation of all combination locks on safes, cabinets and vaults that may be affixed to the Building. Tenant shall make known to Landlord in the event that any keys are lost or stolen.

7.12. Window Treatments. Any blinds, shades, awnings, window ventilators, or other indoor or outdoor window treatments, shall be furnished, installed and maintained at the expense of Tenant. No insulation, plastic, wood, paper, or other sheet materials shall be applied directly to the inside or outside of any glass windows.

7.13. Intentionally Deleted.

7.14 Signs.

- a. Tenant shall not affix or attach (or permit the attachment of) any flags, placards, signs, poles, wires, aerials, balloons antennae or fixtures to the outside of the building, without the prior written consent of the City which consent shall not be unreasonably denied, withheld or delayed. Any and all flags, placards, signs, poles, wires, aerials, antennae or fixtures that the City has given permission to attach to the outside of the Premises, must be done so in accordance with all City sign and building codes, and all County and State laws, ordinances, rules and regulations.
- b. A west-facing monument will be provided by the City within the landscape area at the intersection of NE 21 Ave and NE 2nd Street, set back approximately 10' from A1A and 15' feet from NE 2nd Street. The Tenant will be provided approximately 15 square feet of sign space on the face of that monument for its name/logo in channel letters. The final location and configuration of the sign shall be in the sole discretion of the City.
- c. The conformance of any particular sign proposal with the City's Land Development Code, or the City Commission's discretion on any proposed sign code variance, will be a determining factor. In general, a wall sign and a monument sign are allowed by the Code. Pole signs are not allowed.

7.15 Hood System and Grease Traps. Tenant agrees to utilize and maintain

the hood system and all grease traps serving the Premises. Failure of the Tenant to properly maintain the hood system and all grease traps shall be considered a wrongful act of negligence. The grease interceptor is located west of the Restaurant within the first parking space of the adjacent parking lot.

7.16 Drainage. In no event shall Tenant permit any drainage to occur from the east side of the Premises on to the adjacent beach area.

7.17 Garbage.

a. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the use and occupancy of the Premises or out of any operations conducted within or upon the Premises in accordance the highest standards of sanitary practice and at all times in accordance with Applicable Laws. When removing such waste, Tenant shall comply with all Applicable Laws relating to sanitation and waste disposal. Any waste items shall be kept in suitable garbage and waste receptacles, as reasonably approved in writing by Landlord.

b. The Tenant shall be responsible for all solid waste and recycling fees arising from the Premises or out of any operations conducted within or upon the Premises. Additional waste produced by the Tenant, including, but not limited to, spent grease and oil, hazardous and bio-hazardous materials, and any other waste restricted from entering the solid waste and recycling stream, or not in compliance with the use of the Somat Trash System or LEED certification, shall be the sole responsibility of the Tenant.

c. Tenant shall be responsible for daily cleaning of paver patio and walkways surrounding the Premises and regular pressure cleaning of said area on a weekly basis.

7.18 Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smoke or noxious gases or vapors which would constitute a nuisance; provided, however, that fumes resulting from normal business operations shall be excepted from this provision, unless same constitutes a legal nuisance or is otherwise prohibited by applicable laws.

7.19 Request for Additional Outdoor Seating. During the Term, the Tenant may submit a request to Landlord and City for additional outdoor seating along the eastern portion of the sidewalk adjacent to the first floor of the Premises. Such request shall be submitted to the City Manager and subject to compliance with all applicable Federal, State and local laws and regulations, including the City's

Code of Ordinances, and shall be subject to approval by the City Commission, which may be withheld or conditioned in the City's sole discretion, via a revocable license agreement that provides for the Tenant to pay for and maintain any furniture within such area and indemnify, defend and hold harmless the City.

8. DAYS/HOURS OF OPERATION AND MENUS.

8.1. Hours of Operation. The Tenant shall be required to operate the Restaurant and Pier Restaurant Operations, including the Observation Deck, and be open for business to the public year-round excluding, however, in the Tenant's sole discretion, Thanksgiving and Christmas when both the Restaurant and Pier Operations, including the Observation Deck, may be closed for a twenty-four (24) hour period. The Restaurant located on the first floor of the Premises shall be open for business at a minimum from the hours of 8:00 am to 10:00 p.m. on weekdays and weekends. Tenant may expand or contract those hours based upon seasonal flow of visitors subject to the local rules and laws relating to the hours of operation of restaurants; provided however Tenant may not operate between the hours of midnight and 6:00 a.m. Any change in hours of operation to permit operation after midnight shall require City Commission approval via Resolution. Hours of operation for any future temporary or permanent concessions that may be established within the Premises (including but not limited to any pop-up operations for holidays) shall be subject to prior written approval by the Landlord, which may be withheld in the Landlord's reasonable discretion. Hours of operation for the Pier Restaurant Operations shall be part of the Operational Plan and periodic updates thereto.

8.2 Observation Deck Food and Beverage Services Hours. The Observation Deck shall be open for food and beverage service from noon to 10:00 p.m. on weekdays and weekends except that the Observation Deck may be closed at the City's request for City sponsored or approved Special Events (ex. July 4th Holiday, Ocean Way Holiday Lighting, Pioneer Days) for public health, safety and welfare purposes in the reasonable discretion of the City, provided that such events shall not exceed more than three per year (unless a greater number is approved by Tenant). Tenant may expand or contract the Observation Deck hours of operation for food and beverage service based upon seasonal flow of visitors subject to the local rules and laws relating to the hours of operation of restaurants; provided however Tenant may not operate the observation deck between the hours of midnight and 6:00 a.m.

8.3 Adjustments to Hours of Operation. Landlord agrees to consider reasonable adjustments to hours of operation. Such requests from Tenant shall be submitted to the City Manager in writing at least ninety days prior to Tenant's proposed implementation. Any adjustments to the Hours of Operation set forth herein shall require the prior written approval of the City Manager or his/her designee prior to implementation.

8.4 Menus. The Tenant's proposed menus and price points for all of Pier Restaurant Operations shall be submitted to the City Manager for approval at least 30 days prior to the commencement of such operations. Approval of the menus and price

points shall not be unreasonably withheld, denied or delayed provided that such menu and price points shall be consistent with the Tenant's response to the ITN. Once the menus and price points are approved, subject to normal inflationary increases, any substantial adjustments to the menus and price points shall require the prior written approval of the City Manager or his/her designee, in his or her reasonable discretion, prior to implementation.

9. DELIVERIES.

Deliveries to the Premises shall be limited to hours prior to and after the Tenant's Restaurant is open for business and to the public, and no later than 5:00 p.m. All off-loading deliveries will be at the designated two parking spaces, however, smaller deliveries, or small box truck deliveries, may occur anytime, subject to compliance with applicable law.

10. BUDGET AND RECORDS.

10.1. Intentionally Deleted.

10.2. Accounting Systems and Records. Tenant shall install and maintain suitable accounting systems and records for the Pier Restaurant Operations in accordance with generally accepted accounting principles. Tenant shall keep and maintain, at the Premises or the principal office of the Tenant, which shall be located within Broward or Palm Beach County, the books of account and all other records relating to the Pier Restaurant Operations. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be available to the Landlord and its authorized representatives at all reasonable times no more than two times per lease year upon at least 48 hours prior written notice for examination, audit, inspection, and copying or transcription. Furthermore, Tenant shall authorize the company's chief financial officer (or the accounting or bookkeeping firm if prepared by such firm) which prepares and reviews such books and records to discuss same with Landlord and provide access to its work papers related thereto. All books of account and records pertaining to the Pier Restaurant Operations shall at all-times be the property of Tenant. Upon the expiration or earlier termination of this Agreement, copies of all books of account and records shall be given to Landlord, but the originals thereof shall nevertheless thereafter be available to Landlord at all reasonable times for inspection, audit, examination, and transcription for a period of three (3) years or the required retention period under then applicable law, whatever is longer.

10.3. Financial Reports for Pier Restaurant Operations. Within 45 days after the end of each Rental Year of the Term and Renewal Terms, Tenant shall deliver to Landlord certified gross sales reports detailing its Gross Revenues for each Lease Year (the "Revenue Statement"). The Statement shall be prepared both in accordance with generally accepted accounting principles and consistent with the form required by the State for the reporting of sales tax. The Statement will be certified by Tenant as a true and correct determination of the Percentage Sum based on the Gross Revenue for the

applicable Rental Year. Tenant shall, in addition to providing Landlord with the Statement, deliver true and complete copies of all monthly sales tax reports filed by Tenant with the State.

10.4. Tenant shall maintain required records and prepare and file all forms related to the collection and payment of all real estate, sales and use taxes and make all required payments to the appropriate taxing authorities. Tenant's responsibilities hereunder specifically include the preparation and filing of federal income tax returns.

10.5. Tenant shall institute and maintain all personnel records and payroll systems for employees of Tenant employed as part of the Pier Restaurant Operations.

10.6. All Gross Revenues for the Pier Restaurant Operations shall be deposited into the Pier Restaurant Operating Account.

11. TENANT'S MANAGEMENT TEAM, STAFF AND PERSONNEL.

11.1 Management Team. Tenant has represented to Landlord and agreed that key principals and personnel from Deerfield Beach Café, LLC, acceptable to Landlord shall be directly involved in the oversight of the renovation, operation and management of the Pier Restaurant Operations during the Term, which key personnel shall include Danielle Rosse in a oversight management and supervisory role ("Key Personnel"). Any such change to the Key Personnel proposed to occur prior to completion of the first year of operations of the restaurant café and Pier Restaurant Operations shall require the prior written approval of Landlord, in its sole and absolute discretion.

11.2 Staff and Personnel.

- a.** Tenant shall ensure restaurant is staffed with sufficient qualified personnel at all times in order to handle the patron demand efficiently.
- b.** Tenant shall be responsible for the appearance of all working personnel (clean and appropriately dressed at all times). Personnel must wear visible identification or a uniform while working at all times.
- c.** All employees of the Tenant shall be considered to be at all times the sole employees of the Tenant, under the Tenant's sole direction, and not an employee or agent of the City of Deerfield Beach. The Tenant shall supply competent and physically capable employees that are polite, friendly, honest and courteous, the City may require the Tenant to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City, provided the City submits written notice of the issue to Tenant.

- d.** Food handling procedures and personnel must meet standards of

cleanliness and neatness which meet the required standards of the health department.

12. INSURANCE.

During the Term of this Agreement, Tenant shall pay for and maintain in effect, at its expense (and any extensions and/or renewals thereof), the insurance policies amounts stipulated in the Landlord's Minimum Insurance requirements attached hereto as Exhibit "D".

Tenant shall furnish to Landlord, Certificates of Insurance and/or endorsements prior to the Occupancy Date. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals of them (except Workers' Compensation coverage) required to be provided by Tenant shall name Landlord (including its elected officials, officers, employees and agents), as an additional named insured as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant and Landlord (as their interests may appear), except as otherwise provided in Section 21 of this Lease.

13. COMPLIANCE WITH GOVERNMENTAL AND OTHER REQUIREMENTS.

13.1. No Nuisances, Noise, Music, Odor or Hazardous Substances. Tenant shall not commit any nuisance; nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the Premises. At all times, Tenant shall comply with the City's Noise Ordinance in the use and operation of the Premises, including the Observation Deck and the Pier Restaurant Operations. Except as otherwise provided herein or as authorized in a special event permit approved by the City, music on the Premises shall be limited to ambient dining music as is customary and consistent with the quality, amenities and service provided in other comparable first class restaurants.

Tenant shall not bring on, deposit or allow to be brought on or adjacent to the Premises, any Hazardous Substances or other noxious materials or substances, as the same may be defined by federal, state or local laws, codes, ordinances, rules, or regulations ("Environmental Laws"); nor make any use of the Premises, or any part thereof, or allow any equipment therein, which is offensive, a nuisance or contrary to applicable law.

13.2. Compliance with Laws. Tenant shall comply with all applicable federal, State, County, and City statutes, laws, ordinances, resolutions, and governmental rules, regulations and orders as may be in effect now or at any time during the Term (collectively "Applicable Laws"), all as may be amended, which are applicable to Tenant, the Premises, the Tenant Improvements or the Pier Restaurant Operations conducted at the Premises. A violation of any such Applicable Laws, not cured within any applicable notice and cure period, shall constitute a material breach of this Lease, and in such event, Landlord shall be entitled to exercise any and all rights and remedies provided in this

Lease and available at law and in equity. Tenant shall provide for background checks as set forth in Section III, paragraph 18 of the ITN and Section 38-140 of the City Code of Ordinances.

13.3. Notice of Laws and Compliance. Tenant agrees to give Landlord notice of any law, ordinance, rule, regulation, requirement, inquiry or audit which is enacted, passed, promulgated, made, issued or adopted by any governmental authority with jurisdiction during the Term that affects the Premises, the Pier Restaurant Operations, or Tenant's use or operation thereof, received by Tenant, or a copy of which is posted on, or fastened or attached to the Premises or otherwise brought to the attention of Tenant, by transmitting within five (5) days after such service, receipt, posting, fastening or attaching or after the same otherwise comes to the attention of Tenant, a copy of each and every one thereof to Landlord. At the same time, Tenant shall inform Landlord as to the steps that Tenant proposes to do or take in order to comply therewith or respond thereto. Notwithstanding the foregoing, however, if such work or step would require any alterations to the Premises, and if Tenant does not desire to contest the same, Tenant shall, if Landlord so requests, defer compliance therewith in order that Landlord may, if Landlord wishes, contest or seek modification of or other relief with respect to such requirements, but nothing herein shall relieve Tenant of the duty and obligation, at Tenant's expense, to comply with such requirements, or such requirements as modified whenever Landlord shall so direct and approve. Notwithstanding the foregoing, Tenant shall furnish the City a copy of each Health Department inspection within two (2) business days of Tenant's receipt.

14. RELATIONSHIP OF PARTIES.

Nothing herein contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the payment of Rent nor any other provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant. Notwithstanding the fact that the City is the Landlord under this Agreement and that there exists a Landlord/Tenant relationship between Landlord and Tenant, Tenant acknowledges and agrees that this Agreement does not grant Tenant any rights or create any exceptions to its obligation to comply with and meet the requirements of the City's Charter and Ordinances, resolutions and codes, and that the Landlord/Tenant relationship shall have no effect upon the jurisdiction and governing rights of the City over the Premises and Tenant shall be required to fulfill and comply with all applicable laws, rules and regulations, ordinances and resolutions of the City as though no such landlord/tenant relationship existed, including, without limitation, all police powers and requirements of the City's Building and Planning Department or other pertinent City agencies.

15. LICENSES, FEES AND TAXES

15.1. Payment of Taxes, Assessments, Fees and Charges. Tenant shall be responsible for and shall timely pay before their respective due dates, to the appropriate collecting authorities, all federal, State, County, and City taxes, licenses, permits, assessments, and fees, which are now or may subsequently be levied upon or apportioned to the Premises or the leasehold estate granted by this Agreement (or any occupancy interest), or upon Tenant, or upon any of Tenant's property used in connection with this Agreement, or upon any rentals or other sums payable under this Agreement, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, State, County and City licenses and permits, now or subsequently required for the operation of the business conducted by Tenant including, but not limited to, business tax receipts and occupational licenses.

15.2 Landlord to Request Estimate. Promptly after the Effective Date, Landlord agrees to submit a copy of this Agreement to the Broward County Property Appraiser and to request a statement of the appraised value of the taxable real and personal property subject to this Agreement. Landlord and/or the Broward County Property Appraiser will determine the amount of the estimated taxes to be paid by Tenant during the first year of the Term and Tenant shall pay the estimated taxes as determined by Landlord and/or the Broward County Property Appraiser. Tenant shall pay the estimated taxes, which will be prorated over the number of months of the Term that occur during the first calendar year.

16. OPERATION, UTILITIES, MAINTENANCE AND REPAIR EXPENSES.

16.1. Maintenance and Repair of Premises. Tenant, at its sole cost and expense, from and after the Possession Date and throughout the Term (and any Renewal Terms thereof), shall assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements (except as provided below with respect to equipment) and capital improvements to the Premises and the Restaurant generally, with the exception of the roof, and structural repairs to the Building (not necessitated by the negligence or default of Tenant).

Tenant shall perform all maintenance, repairs, replacements and capital improvements in a good and workmanlike manner in accordance with all Applicable Laws. All materials utilized in any repairs or replacements shall be of a quality and grade comparable or superior to that in existence in the Premises as of the Occupancy Date. Except as otherwise set forth in this Lease, Tenant shall be required to keep the Premises in good, tenantable, useable condition throughout the Term (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality of the foregoing, Tenant shall:

- a. Keep and maintain the Premises at all times in a clean and orderly condition and appearance.
- b. Provide and maintain all lights and similar devices, HVAC system, elevator, ceiling (except repairing leaks not caused by Tenant, or its agents, contractors and employees),

fire protection and safety equipment and all other equipment of every kind and nature required by Applicable Laws in good working order and condition.

c. Be responsible for the maintenance and repair of all utilities servicing the Premises including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon any portion of the Premises which are controlled by Tenant.

d. Provide adequate security measures for the Premises and all portions of them as would be reasonable for the purposes of protecting persons and property. This is not to be construed as requiring dedicated security personnel.

e. Be responsible for the cleaning and refuse disposal for refuse generated by the operation of the Tenant on the Premises as necessary to keep the appearance of the entire facility in good order and condition. Such cleaning and refuse disposal shall be performed on a daily basis.

f. During the Term, subject to the provisions of this Lease, structural repairs or replacements to the Premises, shall be undertaken by Landlord, unless such repairs or replacement are required due to the wrongful acts, or omissions of Tenant, its employees, agents, contractors, invitees or guests. Tenant shall not cause or permit any penetrations into the roof membrane or otherwise perform any alteration on or about the roof that may void or limit Landlord's roofing warranty. To the extent any roofing penetration is necessary, Tenant shall if required by Landlord, hire Landlord's designated roofing contractor to perform or supervise such roof penetration work so as to prevent any voiding or impairment of Landlord's roofing warranty. Should Landlord be required to make any repairs to which it is obligated, Tenant shall cooperate with Landlord in providing access and adjust its operating schedule and operations to permit such repairs; if major repairs are required, not as a result of wrongful actions or omissions by the Tenant, which require the restaurant to be closed, rent shall be abated during the time needed for repairs as its sole and exclusive remedy.

16.1.1. HVAC System; Maintenance and Repair. Landlord represents that there is an HVAC system serving the Premises, but makes no representation as to its operating condition. Tenant shall be responsible for all repairs and maintenance to the HVAC system, at Tenant's sole cost and expense, and replacement of the HVAC System during the Term. Tenant shall maintain, at Tenant's expense, an HVAC service contract with a vendor acceptable to Landlord for periodic servicing of the HVAC. Any replacement of the HVAC will require that the units be at a minimum of 14 SEERS, be connected to an energy saving meter, and be consistent with the LEED certification requirements.

16.2 Pest Control. Tenant shall be responsible for providing regular monthly extermination of insects and rodents in the Premises, at Tenant's expense. Tenant's pest control activities must be sufficient to keep the Premises free from insect and rodent infestation, to Landlord's reasonable satisfaction.

16.3 Janitorial Services.

- a. Tenant shall be responsible for the leased area's janitorial services and trash and garbage removal. It is encouraged that the Tenant implement a recycling plan to reduce the amount of materials entering the City's solid waste stream. The Tenant shall also be mindful of the litter produced by its customers around the immediate area of the leased area and assist the Landlord to the greatest extent possible in cleaning-up such litter.
- b. Tenant shall comply with all applicable safety and health laws, codes, and regulations, including OSHA regulations, and shall maintain the Premises in accordance with such laws, codes, and regulations. All hazardous materials including spent grease and cooking oil shall be kept out of public sight at all times. Any incident relating to hazardous materials shall be reported to the Landlord immediately.
- c. All Maintenance required to be performed by Tenant under this Lease shall be at the sole expense of the Tenant. The Premises will be subject to general inspection by the Landlord to insure quality of maintenance, appearance, and physical condition.
- d. In the event that the leased area is not kept to the required minimum standards, , the Landlord may take such action as deemed appropriate by the Landlord and allowable by the Lease up to and including termination of the Lease (provided that for termination at least 10 days prior written notice to Tenant and the right to cure is provided). The Tenant shall be liable for any remedial expenses incurred by Landlord.

16.4 **LEED Certification / Green Building Maintenance.** The Pier Restaurant Building is designed and constructed in line with the sustainable development goals in achieving the LEED Certification. The following Green Practices are required to be employed by the Tenant:

- Use green, non-toxic products for restrooms cleaning.
- Use green, non-toxic products for pest control.
- Any other green environmentally conscious efforts committed to by the Tenant in their Proposal

16.5 **Utilities.** From and after the Possession Date, Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, cable, and all other utility and other costs of any and all types whatsoever, which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. Landlord represents and warrants that the aforesaid utilities that will be provided to the Premises

are or will be separately metered and will not include any such utilities consumed on any other portion of the Pier.

16.5.1 Water Meter. If a separate water meter is necessary, Tenant shall pay for the cost of the installation of separate water meter to service the Premises, and shall be responsible for the payment of all water consumption and bills for the Premises.

16.5.2. Electrical Capacity. Tenant will be responsible for ascertaining that the electrical capacity is sufficient to operate the Premises without any adverse impact to the portions of the Building used by Landlord. Tenant shall not install in the Premises any equipment which requires a substantial amount of electrical current beyond normal restaurant operations without Landlord's approval. If necessary, Tenant shall pay for the cost of the installation of a separate electric meter(s) to service the Premises, and shall be responsible for the payment of all electrical service and bills for the Premises.

16.5.3. Propane Tanks. Tenant, at its sole cost and expense, shall install all propane gas tanks required by Tenant for gas service to the Premises. The gas tanks shall be installed above ground or underground in a location to be approved by Landlord.

16.5.4 Telephone Lines. If Tenant desires to obtain, at Tenant's expense, telephone, internet, satellite, cable, burglar alarm or signal service in the Premises, Landlord shall direct where and how the connections and all wiring for such services shall be introduced and run. No boring, cutting or installation of wires or cables shall be permitted without Landlord's approval. Tenant shall be responsible for maintaining any existing telephone lines serving the Premises and for installing any additional telephone lines if desired by Tenant. Any such additional lines shall be installed in areas designated by the Landlord. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability or damage to any other telephone lines or Building systems resulting from Tenant's installation or maintenance of its telephone lines.

16.5.5 Connection, Distribution and Maintenance. Tenant shall be responsible for the connection, distribution, maintenance, and repair of all utilities within the Premises, including, without limitation, water, electrical, telephone, internet, satellite, and cable service.

16.5.6 Utility Payments. Commencing on the Possession Date and at all times during the Term thereafter, Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, cable, and all other utility and other costs of any and all types whatsoever, which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. Landlord represents and warrants that the aforesaid utilities that will be provided to the Premises are or will be separately metered and will not include any such utilities consumed on any other portion of the Pier that is not part of the Premises or otherwise occupied by Tenant. If Tenant fails to pay any utility charges on a timely basis, Landlord shall have the right, but not the obligation, to pay same, and all sums advanced by Landlord on Tenant's behalf shall be deemed Additional Rent and become immediately due and payable by Tenant, with interest at the maximum

legal rate.

16.5.7 Interruption of Utility Service. Landlord does not warrant that any utility services to the Premises shall be free from interruptions caused by war, acts of terrorism, insurrection, civil commotion, riots, acts of God, enemy or government action, repairs, renewals, strikes, lockouts, picketing (whether legal or illegal), accidents, or any other causes beyond the reasonable control of Landlord. Under no circumstances shall any interruption of utility services be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Agreement, unless the interruption is caused by Landlord's negligence or intentional acts.

16.6 Licenses and Permits; Standard for Operation of Premises and Pier Restaurant Operations. It will be the responsibility of the Tenant, at Tenant's sole cost and expense, to secure and renew all necessary licenses and certificates and to keep and maintain the Premises (including without limitation the Furniture, Fixture and Equipment) throughout the Term of this Agreement and Renewal Terms, in good order, repair and condition including, without limitation, performing maintenance, and making necessary repairs, replacements, improvements, and substitutions so that (i) the Premises will be operated in compliance with the applicable provisions of the Agreement and (ii) throughout the Term of this Agreement and Renewal Terms, the restaurant café and Pier Restaurant Operations will be managed, operated and performed by Tenant, and maintained and repaired, in a first class manner consistent with the quality, amenities and service provided in other comparable first class restaurants and facilities in Broward County and Deerfield Beach .

16.7 Tenant's Failure to Maintain. If Tenant fails to maintain or repair the Premises, the HVAC System, the grease trap or the septic tank, as required by this Agreement, upon 20 days prior written notice to Tenant (except for conditions that affect the structural integrity of the Building or the public health, safety and welfare, which shall only require written notice to the Tenant that includes a reasonable period of time to respond under the circumstances as to whether Tenant shall cure, which time shall not exceed 24 hours), Landlord shall have the right, but not the obligation, to undertake all maintenance and repairs that may be required, and to charge Tenant for all costs of such maintenance and repair. Any repair or maintenance costs incurred by Landlord shall be deemed Additional Rent and if not paid by Tenant within five (5) business days after demand shall bear interest at the highest rate permitted by law. In addition, failure of Tenant to maintain shall allow Landlord the right to termination this Agreement.

16.8 Emergency Events and Wind Events. Tenant shall be responsible for securing all property owned by the Tenant to include furniture to avoid such property becoming damaged or becoming a projectile that would cause or potentially cause harm to both property and life. Further, Tenant shall be responsible for taking precautions on and about the lease Premises as would be reasonable under the circumstances in order to protect the leased Premises from the effects of the hurricane or other storm or wind event. The Tenant shall comply with all federal, state, or local evacuation notices, and

pier closings. The Tenant and Landlord shall work in cooperation to ensure a safe and expedient proactive response to emergency events, both natural and man-made.

17. MECHANICS' LIENS.

Tenant represents, warrants, and covenants to Landlord that the Premises shall be at all times kept free and clear of all liens, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord). If any claim of lien or notice of lien shall be filed against the Premises created by or through Tenant, Tenant shall promptly cause the same to be discharged of record by payment, deposit, transfer bond, or order of a court of competent jurisdiction, but in no event more than fifteen (15) calendar days after notice of any such filing. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction lien, mechanic's lien or both against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum disclaiming such liability on the part of Landlord and shall be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

Tenant further agrees to indemnify and hold harmless Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Additional Rent due from Tenant to Landlord and shall be included in any lien for Rent.

The Tenant shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Premises, and all material men, contractors, subcontractors, mechanics, suppliers and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any work done, material furnished or equipment installed at the request or instruction of Tenant regardless of whether Landlord has approved or consented to such work or improvements. Tenant hereby agrees to notify such persons or entities in writing of the provisions hereof prior to the commencement of any such work or improvements.

18. LOSS; DAMAGE.

Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain or leaks or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by radon, mold, dampness, humidity or by any other cause or nature

whatsoever, nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in or on or adjacent to the Premises, or caused by construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Premises. Tenant shall give immediate notice to Landlord in case of fire or accidents occurring in the Premises or of defects therein or in any fixtures or equipment located therein. Landlord shall not be responsible or liable for the theft, loss or damage to person or property in, on or about the Premises. The above limitation shall not apply to any negligent or willful act by Landlord.

19. ASSIGNMENT AND SUBLETTING.

Tenant shall not, directly or indirectly, sell, convey, transfer, or assign, or mortgage, sublease, pledge or otherwise encumber or dispose of all or any portion of its interest in this Agreement. The Landlord shall have a right to approve or disallow any proposed sale of more than 50% of the assets of Tenant or the entity that constitutes the Tenant, or the entity that owns or is the managing member of the Tenant (or more than 50% of the beneficial interests thereof), and may specifically disapprove such sale if the new Tenant cannot demonstrate that the purchaser meets the qualifications in the ITN to the same extent as Tenant. In the event Purchaser meets the qualifications set forth in the ITN and is approved by the Landlord and agrees to be subject to all the terms and conditions of this Agreement (including but not limited to providing the Letter of Credit to the Landlord) via execution of an assignment agreement in a form approved by the Landlord's attorney, Tenant shall be released from all further liability under the Lease and Landlord shall release any collateral then being held to secure the Tenant's performance under the Lease upon Landlord's consent to the assignment.

Tenant shall not sublet the Premises, or any portion thereof, or grant licenses or concessions in connection with Premises. All such attempts being null and void and shall subject the Agreement to cancellation and termination by Landlord.

20. INDEMNIFICATION OF LANDLORD.

20.1. Indemnification by Tenant.

a. Tenant shall indemnify, defend, and hold harmless Landlord (including its elected officials, officers, employees and agents) from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of architects, attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omissions of Tenant, any Subtenant, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any work or anyone for whose acts any of them may be liable), arising from, relative to, or caused in connection with this Lease except, and only to the extent, if such claim is directly caused by Landlord's negligence or misconduct (subject to Landlord's applicable sovereign immunity). This indemnity

includes, but is not limited to, claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Improvements, and including the loss of use resulting from them. Payment of any amount due pursuant to this Section shall, after receipt of Notice by Tenant from Landlord that such amount is due, be paid by Tenant if Landlord becomes legally obligated to pay same, or Tenant agrees that it is responsible for such claim, or in the alternative, Landlord, at Landlord's option, may make payment of an amount so due and Tenant shall promptly reimburse Landlord for same. Where the basis for a claim for damages brought against Landlord by a third party is that Landlord has breached a contract or other duty to the third party, and the action or inaction which constitutes the breach was a result of the negligent or wrongful act or omission of Tenant, then Tenant agrees, at Tenant's expense, after written notice from Landlord to defend any action against Landlord that falls within the scope of this Section, or Landlord, at Landlord's option, may elect instead to secure its own attorney to defend any such action. If the claimant prevails in a lawsuit on the basis that the breach was a result of the negligent or wrongful act or omission of Tenant, then the reasonable costs and expenses of Landlord incurred in defending such action shall be payable by Tenant. If either Landlord or Tenant is required to incur attorney fees or costs to enforce this Section, the prevailing party in any litigation shall recover all of its attorney fees and costs at both trial and appellate levels.

b. Tenant agrees to also indemnify, defend, save and hold harmless Landlord (including its elected officials, officers, employees and agents), from all damages, liabilities, losses, claims, fines and fees and from any and all suits and actions of every type and description that may be brought against Landlord, its officers, agents and employees on account of any claims, fees, royalties, or costs for any infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

20.2 Indemnification by Tenant's Contractors. Tenant shall require any contractor performing any work in connection with the Tenant Improvements, or any other improvements proposed by Tenant, to indemnify and hold harmless the Landlord, its elected officials, officers, employees and agents, from and against any and all loss, damage, cost or expense, including but not limited to, attorney fees and court costs through all trial and appellate levels with respect to personal injury, property damage or both caused by such contractor, its subcontractors, agents or employees in connection with performing such work.

20.3. Limitation of Landlord Liability. Landlord shall not be liable to Tenant for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of Tenant or property of Tenant which may be caused by the acts, omissions, neglect or fault of Tenant or any persons or entities. All personal property placed or moved into the Premises, including the Furniture, Fixtures and Equipment, shall be at the sole risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property. Tenant agrees to waive any rights of subrogation against Landlord for any such injury or damage to persons or property.

20.4. Landlord Party to Litigation. In the event that Landlord shall be made a party to any litigation commenced against Tenant or otherwise solely by reason of its Landlord status and not as a result of the Landlord's negligent acts or willful misconduct, then Tenant shall defend, protect and hold Landlord harmless (with counsel reasonably acceptable to Landlord) and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation and any appeal thereof.

20.5. Indemnification; Breach of Environmental Laws. In the event any such claim, cost or damage results from the breach, violation or alleged violation of any Environmental Laws, the foregoing indemnification and hold harmless agreement shall include, without limitation, indemnification against all costs in law or in equity of removal, response, investigation, or remediation of any kind, and disposal of such Hazardous Substances as necessary to comply with Environmental Laws, all costs associated with any corrective action work, all costs associated with claims for damages to persons, property, or natural resources, any loss from diminution in the value of the Landlord's interest in the Premises, and Landlord's reasonable attorneys' fees and consultants' fees, court costs, and expenses incurred in connection therewith. This shall exclude any pre-existing conditions identified or known to Landlord as of the Possession Date of this Agreement.

20.6. No Waiver of Sovereign Immunity. Landlord is a political subdivision as defined in Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or treated as a waiver by the Landlord or 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.

20.7. Survival of Provisions. The provisions of this Section 20 shall survive the expiration or termination of this Agreement.

21. DAMAGE TO OR DESTRUCTION OF PREMISES.

21.1. Notice Requirement. Tenant shall give immediate written notice to Landlord in case of any fire, casualty or other damage to the Premises ("Casualty").

21.2. Removal of Debris/Repair to Ensure Safety. If the Improvements located on the Premises or any part of them shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises. Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will ensure the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds shall be paid to Tenant for such purpose.

21.3. Minor Damage. If Improvements located on the Premises or any part of them shall be damaged by fire, the elements, or other casualty but not rendered wholly

untenantable or unusable, Rent shall continue unabated; provided however that in the event either the Observation Deck or the first floor Restaurant location is rendered wholly unusable or untenantable (but not both), Rent shall be abated as to that portion of the Premises that are untenantable or unusable for such period as it remains untenable or unusable, and the Rent payment due, and the natural breakpoint for Percentage Rent, shall be prorated based on the square footage of the portion of the Premises that is not untenable or unusable. Except as otherwise provided in Section 21.4 below, the Premises shall be repaired and restored promptly to the condition they were in prior to such casualty by Landlord and by Tenant and to the extent that such damage is covered by Landlord's and Tenant's insurance, the proceeds shall be made available for that purpose.

21.4 Damage to or Destruction of Premises. If the Premises, or any part thereof shall be destroyed or so damaged by fire, the elements, or other casualty as to render either or both untenantable or unusable, nothing in this Lease shall be deemed or construed to require or obligate Landlord to repair, rebuild, replace or restore either or both or any portion of the Premises. If Landlord elects to repair, rebuild, restore or reconstruct the Premises, it shall only be obligated to do so to the extent of the insurance proceeds available therefore. In the event of damage to the Premises which renders more than 30% of the Premises untenantable or unusable, and Landlord elects not to repair, rebuild, replace or restore the Premises pursuant to a written notice to Tenant, which Landlord shall give no later than thirty (30) days after such casualty, then the Lease shall be terminated effective as of the date of such casualty, unless otherwise agree to by the parties in writing. Provided the casualty resulting in the damage or destruction was not caused by the negligence or wrongful act or omission of Tenant, all insurance proceeds payable to Tenant under its policies shall be retained by Tenant without any obligation to pay any portion thereof to Landlord. Upon termination, Tenant shall surrender the Premises and all fixtures (including but not limited the equipment provided by City on the Occupancy Date) to Landlord immediately and the parties will have no further obligations to each other hereunder, except as otherwise provided to the contrary in this Lease.

22. CONDEMNATION.

In the event that the Premises or any material part thereof is taken for any public or quasi-public use by condemnation or by right of eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding, by a governmental agency (excluding the City), Landlord and Tenant agree that this Agreement shall be cancelled, and Rent shall abate as of the date of taking.

23. DEFAULT.

23.1. One or more of the following events shall constitute an event of default under this Agreement:

- a.** Tenant voluntarily abandons the Premises or discontinues its operations on the Premises for a period of five (5) consecutive calendar days in a twelve-month calendar year, other than as a result of casualty, condemnation, major renovation, or one or more acts of Force Majeure; or
- b.** Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises (other than that created by or through Landlord) is not removed, or transferred to bond pursuant to Florida law, within thirty (30) calendar days after Tenant or Landlord, or both have received notice of such lien, claim or encumbrance; or
- c.** Tenant fails to pay any item constituting Rent when due to Landlord and Tenant continues in its failure to make any such payments for a period of ten (10) calendar days after Notice is given to make such payments; provided however, Landlord shall not be required to provide Notice of non-payment of Rent on more than one (1) occasion in any twelve (12) month period; or
- d.** Tenant fails to make any other payment required under this Lease when due to Landlord and continues in its failure to make any such other payments required under this Lease for a period of fifteen (15) calendar days after Notice is given to make such payments; or
- e.** Tenant fails to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, including without limitation all rules and regulations in effect from time to time in accordance with the terms of this Lease, performed or observed within thirty (30) calendar days after Notice of default (except where fulfillment of its obligation requires activity over a greater period of time and Tenant has commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after Notice and continues such performance without material interruption); provided, however, the foregoing shall not apply if Tenant's failure to perform is due directly to the wrongful acts or omissions of Landlord; or
- f.** Tenant makes an assignment for the benefit of creditors; or
- g.** Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or
- h.** If, within sixty (60) days after the appointment of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant in the Premises, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated.

- i. Tenant submits a Statement which is materially false and misleading (i.e., a misstatement of Gross Sales by more than three percent (3%) as determined by the CPA).

23.1.1 Habitual Default. Notwithstanding the foregoing, in the event that Tenant has committed a monetary breach or default three (3) or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual monetary breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent monetary breaches or defaults for the balance of such twelve (12) month period and that any subsequent breaches or defaults for the balance of such twelve (12) month period, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease which termination shall be effective upon delivery of the Notice to Tenant.

23.2 Remedies. Upon the occurrence of any event of default set forth in Section 23.1 above, or at any time thereafter during the continuance of such event, Landlord may exercise any of the following rights and remedies:

- e. Landlord may, pursuant to written notice to Tenant, terminate this Lease and, pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and, for Tenant's breach of and default under this Lease, recover immediately from Tenant any and all rents and other sums and damages due or in existence at the time of such termination, including without limitation, (i) all Base Rent and Additional Rent; (ii) all other sums, charges, payments, costs and expenses agreed, and required or both to be paid by Tenant to Landlord under this Lease; (iii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorney fees and court costs; (iv) all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease; and (v) all costs and expenses of Landlord in connection with any reletting or attempted reletting of the Premises or any part or parts of them including without limitation, brokerage fees, attorney fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts of them; or
- f. Landlord may, pursuant to any prior notice required by law or this Lease, and without terminating this Lease, pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to relet the same or any part or parts of them and relet or attempt to relet the Premises or any part or parts of them for such Term or terms (which may be for a term or terms extending beyond the Initial Term), at such rents and upon such other terms and provisions as Landlord, in its sole, but reasonable, discretion, may deem advisable. If Landlord relets or attempts to

relet the Premises, Landlord shall be the sole judge as to the terms and provisions of any new lease or sublease and of whether or not a particular proposed new tenant or subtenant is acceptable to Landlord. Upon any reletting, all rents, whether Base Rent or Additional Rent received by Landlord from such reletting shall be applied:

(a) first to the payment of all costs and expenses of recovering possession of the Premises; (b) second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorney fees and the cost of any alterations, restorations and repairs reasonably required for such reletting; (c) third, to the payment of any indebtedness, other than Rent, due under this Lease from Tenant to Landlord; (d) fourth, to the repayment of Landlord of all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease; (e) fifth, to the payment of all Rents due and unpaid under this Lease; (f) sixth, the residue, if any, shall be held by Landlord and applied to payment of future Rent when the same may become due and payable under this Lease. If the rents received from such reletting during any period shall be less than that required to be paid during that period by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord within ten (10) days after demand therefor and, upon Tenant's failure to do so, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency maybe calculated and paid at the time each or any payment of Rent shall otherwise become due under this Lease, or, at the option of Landlord, at any times during or at the end of the Term. Landlord shall, in addition, be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Lease other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention shall be given to Tenant. Notwithstanding any such re-entry and reletting or attempted reletting of the Premises or any part or parts of them for the account of Tenant without termination, Landlord may, at any time thereafter upon written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenant's previous breach of or default under this Lease; and Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all rents, including Base Rent and Additional Rent, and all other sums, charges, payments, costs and expenses due from Tenant to Landlord under this Lease, either: (i) as they become due under this Lease; or (ii) at Landlord's option, Landlord may accelerate the maturity and due date of the whole or any part of Base Rent and Additional Rent for the entire then-remaining unexpired balance of the Term, together with the amount of all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord under this Lease, including

without limitation, damages for breach or default of Tenant's obligations under this Lease in existence at the time of such acceleration, such that all sums due and payable under this Lease shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration. For purposes of determining the total amount due from Tenant to Landlord upon any such acceleration, Base Rent (where not specified in this Lease) and Additional Rent shall each be treated as being subject to increase in each remaining Lease Year of the entire then remaining balance of the Lease Term at the rate of three percent (3%) per year. However, all accelerated sums due from Tenant to Landlord pursuant to the foregoing provisions of this paragraph shall be subject to adjustment to the then-present value of such accelerated sums at the time of their actual payment by Tenant to Landlord based upon a five percent (5%) discount rate, which discount rate is agreed upon by, and acceptable to, each party to this Lease as evidenced by each party's execution of this Lease. Landlord may recover and collect all such unpaid Rent and other sums so sued by Tenant by distress, levy, execution or otherwise. Regardless of which of the alternative remedies is chosen by Landlord under the foregoing provisions of this paragraph, Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord pursuant to this Lease, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Lease.

- g. Landlord shall have, receive, and enjoy as Landlord's sole and absolute property, any and all sums collected by Landlord as rent or otherwise upon reletting the Premises after Landlord shall resume possession of the Premises as provided by this Lease, including, without limitation, any amounts by which the sum or sums so collected shall exceed the continuing liability of Tenant under this Lease. If Landlord shall have accelerated Rent payments and collected same from Tenant, and subsequently shall have relet the Premises, then Landlord, after deducting all costs related to reletting, including those described or anticipated in this Section shall pay to Tenant the net amount remaining at the end of the Term, which shall have actually been collected as net rent from third parties, to the extent Landlord shall have previously received the applicable Rent from Tenant.

23.2.2 Additional Remedy. In addition to the remedies specified above, Landlord shall have the right of injunction and shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not provided in this Lease. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy set forth in this Lease or at law or in equity. Nothing contained in this Lease shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the right or the interest of the Landlord in the Premises and in this Lease.

23.3 No Waiver. If Landlord shall institute proceedings against Tenant and a compromise or settlement of it shall be made, the same shall not constitute a waiver of the future breach of the same or of any other covenant, condition or agreement set forth in this Lease, nor of any of Landlord's rights under this Lease, unless expressly set forth in such settlement. Neither the payment by Tenant of a lesser amount than the installments of Base Rent, Additional Rent or of any sums due under this Lease nor any endorsement or statement on any check or letter accompanying a check for payment of Rent other sums payable under this Lease be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sums or to pursue any other remedy available to Landlord. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

23.4 Landlord may Cure Tenant's Defaults. If Tenant defaults in the making of any payment or in the doing of any act required in this Lease to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. If Landlord elects to make such payment or do such act, all costs and expenses incurred by Landlord, plus interest on them at the highest rate allowable under the laws of the State from the date paid by Landlord to the date of payment of them by Tenant, shall be immediately paid by Tenant to Landlord, provided, however, that nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. The taking of such action by Landlord shall not be considered as a cure of such default by Tenant or bar Landlord from pursuing any remedy to which it is otherwise entitled on account of such default.

23.5 Landlord's Lien. Landlord shall have a lien upon, and Tenant grants to Landlord a security interest in, all personal property and equipment of Tenant located in the Premises, and all accounts receivable rents, monies, or other consideration paid or to be paid to Tenant with respect to any sublease, assignment, transfer or encumbrance of Tenant's interest in this Lease or the Premises or any portion of them (no consent to the same by Landlord being implied), as security for the payment of all Rent and the performance of all other obligations of Tenant required by this Lease; provided however, that the lien shall not attach to the proceeds of any sale of the Tenant's interest in connection with a permitted Assignment of this Lease. The provision of this Section relating to such lien and security interest shall constitute a security agreement under and subject to the laws of the Florida so that Landlord shall have and may enforce a security interest on all property of Tenant now or hereafter placed in or on the Premises, in addition to and cumulative of Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenant agrees to execute as debtor such UCC-1 financing statement or statements as Landlord may now or hereafter request. Landlord may at its election at any time file a copy of this Lease or any part of it or reference to it as a financing statement. Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord. Tenant shall not place a lien, mortgage, encumbrance or other form of security interest on the Tenant Improvements, Furniture, Fixture and Equipment (FF&E), improvements, furniture, fixtures, equipment, goods and chattels of Tenant which shall or may be brought or put on or into the

Premises, all of which shall be free and clear of liens, mortgages, encumbrances or other security interests.

23.6 Non-exclusive Remedies. All rights and remedies of the parties under this Lease or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. Upon termination or expiration of this Lease, Tenant shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration.

24. WAIVER OF DEFAULT.

Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, at law and/or in equity.

No waiver of any term, provision, condition or covenant of this Agreement by Landlord shall be deemed to imply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Agreement and no acceptance of Rent or other payment shall be deemed a waiver of any default hereunder.

25. RIGHTS OF ENTRY.

25.1. Access. Landlord, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times and upon forty-eight (48) hours advance notice (except in the event of an emergency, to be determined in Landlord's reasonable discretion, in which event no notice shall be required) to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing for which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided that, in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement. Landlord and Tenant agree that to the extent there is any restriction on Landlord's right of entry to the Premises, said shall apply solely to Landlord in its capacity as a landlord and do not apply to Landlord in its capacity as a municipality with jurisdiction over the Premises where it is located. During the last Lease Year preceding the Lease expiration (provided that the Lease is not renewed as provided herein), Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" or similar signs, which signs Tenant shall permit to remain without molestation.

25.2. Maintenance of Utilities. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers

of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations as may, in the reasonable opinion of Landlord, be deemed necessary or advisable and from time to time to maintain such systems or parts of them and in connection with such maintenance.

25.3 No eviction. The exercise of any or all of the rights specified in this Section 25 by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

25.4 Police Powers. Nothing contained in this Lease shall be deemed to in any way limit Landlord and City in the exercise of their police and regulatory powers or their powers of eminent domain.

25.5 Possession and Control. Tenant is and shall be in exclusive control and possession of the Premises, and Landlord shall not, in any event whatsoever, be liable for any injury or damage to any property or to any person happening in, on or about the Premises, nor for any injury or damage to any property of Tenant, or of any other person or persons contained therein, unless caused by the negligence or willful intentional act of the Landlord. Notwithstanding the foregoing, however, Landlord is expressly permitted to enter and inspect the Premises at all reasonable times and upon reasonable notice pursuant to this Section. Such entering and inspections rights are, however, made for the sole and express purpose of enabling Landlord to be informed as to whether Tenant is complying with the agreements, terms, covenants and conditions of this Agreement and if Landlord so desires, to do such acts as Tenant shall have failed to do after notice from Landlord as otherwise required herein. Such access and inspection rights shall not in any event impose upon Landlord any obligations not expressly set forth herein.

26. RELEASE AND CONDITION OF THE PREMISES.

26.1. Sole Reliance. Tenant is relying solely upon its own inspections, investigations and analyses of the Premises and is not relying in any way upon the representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material furnished by the Landlord or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding the Premises.

26.2 As-Is, Where-Is.

26.2.1. TENANT ACKNOWLEDGES AND AGREES THAT THE PREMISES, AND ALL COMPONENTS THEREOF, ARE BEING LEASED IN AN "AS-IS," "WHERE-IS" CONDITION, "WITH ALL FAULTS" RELATING TO THE PHYSICAL CONDITION OF THE PREMISES AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO THE PHYSICAL CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LANDLORD.

26.2.2. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT, THE LANDLORD HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OPERABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PREMISES.

26.2.3. TENANT ACKNOWLEDGES AND AGREES THAT, LANDLORD HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, MATERIAL OR SUBSTANCE.

Tenant acknowledges that, the As-Is and Where-Is condition and faults of the Premises for purposes of this Section include the following: (i) the quality, nature, adequacy or physical condition of the Premises including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, or the electrical, mechanical, HVAC, or sewage at the Premises, if any; (ii) the quality, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Premises; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Premises, or access thereto; (iv) the qualification or feasibility of the Premises; (v) the zoning classification, use or other legal status of the Premises; (vi) the Premises' compliance with any applicable building codes and setback requirements; or (vii) the quality of any labor or materials relating in any way to the Premises.

27. NOTICE; APPROVALS.

27.1. Notices. All notices required under this Agreement shall be in writing and shall be delivered either (i) personally with a receipt obtained; (ii) by certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service; or (iv) by facsimile transmission or electronic mail with a hard copy sent by regular mail on the date of the facsimile transmission. Any notice required or permitted under this Agreement shall be properly addressed as follows.

TO LANDLORD: City of Deerfield Beach
David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
DSantucci@Deerfield-Beach.com

With a Copy to: Anthony C. Soroka, Esq.
Weiss Serota Helfman Cole & Bierman
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431
ASoroka@wsh-law.com

TO TENANT: Deerfield Beach Café, LLC
Danielle Rosse
245 NE 21st Avenue
Deerfield Beach, Florida 33341

With a Copy to: Joel Koeppel, Esq.
Koeppel Law Group
1515 N Flagler Dr Ste 220
West Palm Beach, FL 33401

27.2. Whenever this Agreement provides for Landlord's approval or consent, said approval or consent shall be in writing, absent which any alleged approval or consent shall not be binding on Landlord.

27.3. Whenever Landlord's or Tenant's approval or consent is required pursuant to this Agreement, it shall not be unreasonably withheld or delayed, except as may otherwise be expressly provided herein.

27.4. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice given by mail shall be deemed given three (3) days following the date of certified mailing.

28. SURRENDER OF PREMISES.

28.1. Condition of Premises at Termination of Agreement. Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises at the end of the Term of this Agreement or upon any cancellation or early termination of this Agreement. Tenant shall surrender the Premises in good condition, including all Furniture, Fixtures and Equipment, as required pursuant to this Lease, so that it can continue to operate, fully equipped, reasonable wear, tear, casualty and condemnation excepted. All maintenance and repairs shall be completed prior to surrender.

28.2. Holding Over. Without limiting Landlord's rights and remedies, if Tenant holds over in possession of the Premises after the expiration of the Term or cancellation or earlier termination thereof, Tenant shall pay Landlord two hundred percent (200%) of the amount of Rent then applicable.

28.3. Acceptance of Surrender. No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality as this Lease. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

29. MISCELLANEOUS.

29.1. Interpretation; Section Headings. The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this Agreement are expressed in the total language of this Agreement and the Section headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Agreement.

29.2. Addendums; Exhibits; No Recording. Any amendment or addendum to this Agreement shall be in writing and formally executed by both parties in the same manner as this Agreement, and shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein. All exhibits attached to this Agreement are hereby incorporated in and made a part hereof. Neither this Agreement nor any memorandum or short form thereof shall be recorded in the Public Records of Broward County, Florida.

29.3. Brokerage Commissions. Tenant represents and warrants that it has dealt with no broker, salesman, agent or other person in connection with this Agreement and that no broker, salesman agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

29.4. Force Majeure and Unavoidable Delays. Landlord and Tenant shall be excused from performing any term, condition or covenant in this Lease for so long as such performance is delayed or prevented by "Force Majeure", which shall mean labor controversies, strikes and lockouts (whether lawful or not) either industry-wide or with third parties other than Landlord and Tenant, respectively, acts of God, inability to obtain fuel or power, national or local emergencies, restrictions imposed by any governmental authority, civil riots, floods, and any other causes not reasonably within the control of

Landlord or Tenant and which by the exercise of due diligence, Landlord or Tenant, respectively, is unable, wholly or in part, to prevent or overcome. Notwithstanding the foregoing, and other than as specifically provided for in paragraph 4.4 of this Lease, the provisions of this paragraph shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent or any other payments required herein.

29.5 Tenant's Corporate Status and Representations. Tenant is a limited liability company organized and existing under the laws of the State of Florida and its current registration status is active and in good standing. Attached hereto as Exhibit "E" are a true, complete and correct copy of Tenant's Articles of Incorporation and the names of the owners/members and the percentage ownership or membership interest of the Tenant owned by each owner.

29.6 RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

29.7 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Premises or of the remainder of the Term of this Agreement shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

29.8 Authorized Representatives. Tenant designates Danielle Rosse as its authorized representative to Landlord on all matters in connection with this Agreement. Landlord designates the City Manager of the City of Deerfield Beach (or his/her designee) as Landlord's authorized representative to Tenant on all matters in connection with this Agreement. Each party shall have the right to rely upon the authority of the authorized representative of the other party to take any and all action pursuant to this Agreement. Either party shall have the right to change its designated representative upon written notice. All requests for action or approvals by the Landlord shall be sent to the City Manager for decision as to who within the Landlord, including the City Commission, must act or approve the matter on behalf of the Landlord.

29.9 No Discrimination. Tenant agrees that, in the performance of its obligations hereunder, neither it nor its employees or agents will discriminate (nor will they permit to occur any discrimination) as to race, color, creed, handicap, sexual orientation or national origin in any aspect of the Pier Restaurant Operations or in the performance by Tenant (or its employees, operator, or agents) of its obligations under this Agreement.

29.10 Drug Free Workplace Policy. Tenant agrees that, during the Term of this Agreement, it will implement a Drug Free Workplace policy, and will take such steps as may be necessary with regard to the hiring, disciplining and firing of its employees, agents, servants and contractors, as will insure that the Pier Restaurant Operations are operated in a drug free fashion.

29.11 Right of Quiet Enjoyment to Premises. Notwithstanding anything herein to the contrary, Landlord covenants that Tenant upon fulfilling its obligations hereunder, may peaceably and quietly possess, manage, and operate the Premises.

29.12 Florida and Local Laws Prevail; Compliance with Laws. This Agreement shall be governed by the laws of the State of Florida. This Agreement is subject to and shall comply with the Charter and Code of Ordinances of the City of Deerfield Beach. Any conflicts between the provisions of this Agreement and the aforementioned laws and Charter shall be resolved in favor of the latter. Venue for any litigation involving this Agreement shall be in Broward County, Florida.

29.13 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

29.14 Conflicts of Interest: Landlord Representatives Not Individually Liable. No member, official, representative, or employee of Landlord shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of Landlord shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of Landlord shall be personally liable to Tenant or any successor in interest in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any obligations under the terms of this Agreement.

29.15 Non-Subordination of Landlord's Interest in Premises. Landlord's fee interest in and ownership of the Premises shall not be subject or subordinate to or encumbered by any lien or encumbrances affecting Tenant's interest in this Agreement

or Premises or by any action or conduct of Tenant hereunder. Notwithstanding the provisions of this section, as well as sections 5.5 and 17, and any other reference that provides that the Premises may not be encumbered, Landlord shall have no objection to Tenant entering into financing or leasing agreements that are secured by Tenant's personal property and Landlord agrees to execute any such documents verifying that fact as may be required by Tenant's lender or lessor.

29.16 No Personal Liability of City Commission Members, Administrative Officials or Representatives of Landlord. Tenant acknowledges that this Agreement is entered into by a municipal corporation as landlord and Tenant agrees that no individual City Commissioner, administrative official or representative of Landlord shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

29.17 Prevailing Party; Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising from or relating to this Agreement (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

29.18 Waiver of Jury Trial. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Agreement, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Building. Tenant further agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any noncompulsory counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of Rent or any other payment required of Tenant hereunder.

29.19 Time of Essence. It is understood and agreed between the parties hereto that time is of the essence in all the terms and provisions of this Agreement.

29.20 Successors and Assigns. All terms and provisions of this Agreement to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment and subletting by Tenant as provided herein.

29.21 Police/Regulatory Powers. City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative

codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by agreement.

29.22 Negotiated Agreement. The parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

29.23 Public Entity Crimes Act. Tenant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133 of the Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord and may not submit bids on leases of real property to Landlord for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement. Tenant represents that there has been no determination that it has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

29.24 Ownership and Access to Records; Right to Audit. All books, records, documents, deliverables, papers and financial information (the "Records") that result from this Agreement and the Tenant leasing the Premises and providing the Pier Restaurant Operations pursuant to this Agreement or in any manner related to this Agreement shall be maintained by the Tenant in accordance with the Florida's "Public Records Act", and in accordance with the requirements of applicable Florida Law. The City shall, during the term of this Agreement, and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Tenant pursuant to this Agreement or in any manner related to this Agreement. The City may cancel and terminate this Agreement immediately for refusal by the Tenant to allow access by the City to any Records pertaining to the lease of the Premises and the Pier Restaurant Operations or in any manner related to this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

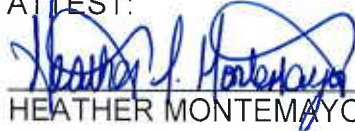
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]
PIER RESTAURANT LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement effective as of the last date of execution shown below.

LANDLORD

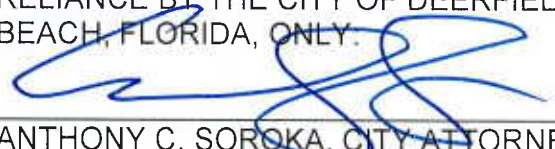
CITY OF DEERFIELD BEACH, a
municipal corporation of the
State of Florida

ATTEST:


HEATHER MONTEMAYOR, CITY CLERK

By: 
Bill Ganz, Mayor
Date: 8.22.23

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

STATE OF FLORIDA

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of August, 2023 by Bill Ganz, the Mayor of CITY OF DEERFIELD BEACH, a Florida municipal corporation, who executed the foregoing Lease Agreement on behalf of the said municipal corporation. He/she is personally known to me or has produced _____ as identification.




(Signature of person taking acknowledgment)
Tracy Britten
(Name typed, printed or stamped)

My Commission expires: 12.13.26

My Commission Number: 332874

PIER RESTAURANT LEASE AGREEMENT

TENANT

WITNESSED

DEERFIELD BEACH CAFÉ, LLC

Corporate Secretary

By: _____

Signature

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of August, 2023 by Danielle Rosse, the managing member of DEERFIELD BEACH CAFÉ, LLC, a Florida Limited Liability Company, who executed the foregoing Lease Agreement on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment)

(Name typed, printed or stamped)

My Commission expires: _____

My Commission Number: _____



EXHIBIT "A"

PREMISES

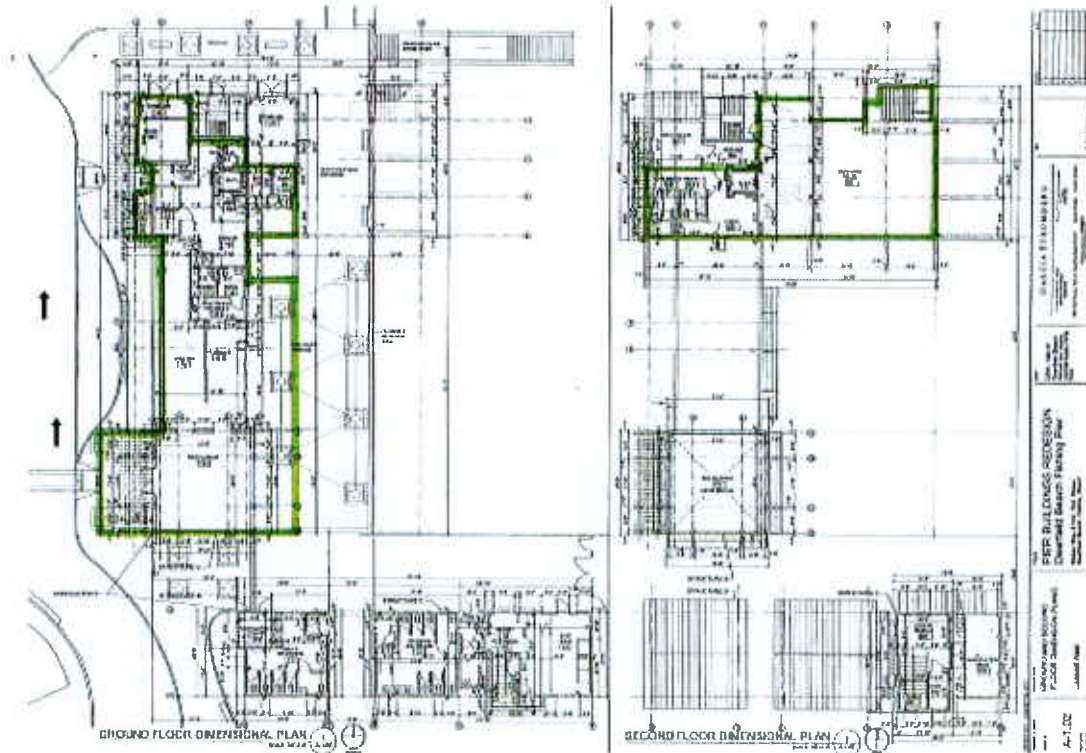


EXHIBIT "B"

**TENANT IMPROVEMENTS AND INITIAL CAPITAL INVESTMENT;
ESTIMATED COSTS**

Tenant anticipates the hard and soft costs of the Tenant Improvements to the Premises to be \$2,433,850.10 including furniture, fixtures and equipment and startup costs and start-up reserves.

The following are the proposed Tenant Improvements and estimated costs:

[SEE THE FOLLOWING PAGE]

<u>Acquisition Costs</u>		
City of DFB - Cost recovery fee (lease negotiation)	\$	7,500.00
ITN Deposit	\$	15,000.00
Lease Security Deposit (6 months rent)	\$	105,000.00
Total Acquisition	\$	127,500.00
<u>Architecture Design</u>		
Architect, ID, Kitchen Design, MEP	\$	40,000.00
Expeditor	\$	5,000.00
Permit & Licensure Fees	\$	15,000.00
Total Architecture design	\$	60,000.00
<u>Construction Costs</u>		
Signage	\$	15,000.00
Awning	\$	75,000.00
HVAC	\$	60,000.00
Construction Costs	\$	689,581.00
GC Fee/General Conditions	\$	196,500.00
Total Construction Costs	\$	1,036,081.00
<u>FF&E</u>		
Audio Visual Equipment, Cameras	\$	15,000.00
Kitchen & Bar Equipment	\$	300,000.00
Tables/Chairs/Barstools	\$	73,500.00
Art & Décor	\$	40,000.00
Computer/Office Equipment	\$	5,000.00
POS Equipment	\$	20,000.00
Patio Heaters	\$	3,500.00
Display menu screens (grab & go area)	\$	10,000.00
Total FF&E	\$	467,000.00
<u>Pre-Opening Expenses</u>		
Supplies/Plates/silverware/Glassware, misc	\$	30,000.00
Table Lights	\$	3,510.00
Opening Merchandise	\$	15,000.00
Uniforms	\$	7,500.00
Menus	\$	3,000.00
Opening F&B Inventory	\$	40,000.00
Pre Opening Payroll & Training	\$	40,000.00
F&B For training	\$	20,000.00
Attorney & Accountant Fees	\$	25,000.00
Builders Risk Insurance	\$	5,000.00
Opening PR & Marketing	\$	60,000.00
Website & Brand Creation	\$	40,000.00
Utilities Deposit	\$	10,000.00
Pre opening Utilities	\$	20,000.00
All Business & Liquor licenses	\$	3,000.00
Opening Capital	\$	200,000.00
Total Pre-Opening Expenses	\$	522,010.00
	\$	2,212,591.00
Contingency 10%	\$	221,259.10
TOTAL		\$ 2,433,850.10

EXHIBIT "C"

RENT SCHEDULE

Base Rent. Starting upon the date that is six (6) months after the Occupancy Date, Base Rent shall be due and payable from Tenant to Landlord in the amounts and in the manner set forth in this Rent Schedule. Base Rent for the first Rental Year of the Term shall be \$210,000.00 per year (\$17,500.00 per month) payable on the first day of each month, plus sales tax, as applicable. The Base Rent for each successive Rental Year of the initial Term shall escalate at 2.0% annually.

The Rent Schedule set forth below shall be controlling over any language description of the amount of Base Rent.

Year	Monthly Base Rent	Annual Base Rent	% Rent	Annual Breakpoint Sales
1	\$ 17,500.00	\$ 210,000.00	5% of Gross Sales over Breakpoint	\$ 4,200,000.00
2	\$ 17,850.00	\$ 214,200.00	5% of Gross Sales over Breakpoint	\$ 4,284,000.00
3	\$ 18,207.00	\$ 218,484.00	5% of Gross Sales over Breakpoint	\$ 4,369,680.00
4	\$ 18,571.14	\$ 222,853.68	5% of Gross Sales over Breakpoint	\$ 4,457,073.60
5	\$ 18,942.56	\$ 227,310.75	5% of Gross Sales over Breakpoint	\$ 4,546,215.07
6	\$ 19,321.41	\$ 231,856.97	5% of Gross Sales over Breakpoint	\$ 4,637,139.37
7	\$ 19,707.84	\$ 236,494.11	5% of Gross Sales over Breakpoint	\$ 4,729,882.16
8	\$ 20,102.00	\$ 241,223.99	5% of Gross Sales over Breakpoint	\$ 4,824,479.80
9	\$ 20,504.04	\$ 246,048.47	5% of Gross Sales over Breakpoint	\$ 4,920,969.40
10	\$ 20,914.12	\$ 250,969.44	5% of Gross Sales over Breakpoint	\$ 5,019,388.79
11	\$ 21,332.40	\$ 255,988.83	5% of Gross Sales over Breakpoint	\$ 5,119,776.56
12	\$ 21,759.05	\$ 261,108.60	5% of Gross Sales over Breakpoint	\$ 5,222,172.10
13	\$ 22,194.23	\$ 266,330.78	5% of Gross Sales over Breakpoint	\$ 5,326,615.54
14	\$ 22,638.12	\$ 271,657.39	5% of Gross Sales over Breakpoint	\$ 5,433,147.85
15	\$ 23,090.88	\$ 277,090.54	5% of Gross Sales over Breakpoint	\$ 5,541,810.80
16	\$ 23,552.70	\$ 282,632.35	5% of Gross Sales over Breakpoint	\$ 5,652,647.02
17	\$ 24,023.75	\$ 288,285.00	5% of Gross Sales over Breakpoint	\$ 5,765,699.96
18	\$ 24,504.22	\$ 294,050.70	5% of Gross Sales over Breakpoint	\$ 5,881,013.96
19	\$ 24,994.31	\$ 299,931.71	5% of Gross Sales over Breakpoint	\$ 5,998,634.24
20	\$ 25,494.20	\$ 305,930.35	5% of Gross Sales over Breakpoint	\$ 6,118,606.92
		\$ 5,102,447.66		

Percentage Rent. In addition to Base Rent, commencing in the second Rental Year of the initial Term and continuing throughout the Term of the Agreement (including any and all Renewal Terms), Tenant shall pay to Landlord Percentage Rent ("Percentage Rent") in an amount equal to five percent (5.0%) of Gross Revenues for the Rental Year in question, solely to the extent that the Percentage Rent amount exceeds the Base Rent, adjusted annually. Percentage Rent shall be payable on the first day of each quarter of the Term, plus sales tax, as applicable.

EXHIBIT "D"
INSURANCE REQUIREMENTS

A. Coverages Required. In accordance with Paragraph 12 of this Agreement, Tenant shall provide the required insurance policies, placed only with carries carrying on A.M. Best or equivalent rating of A-VII or better as set forth below:

1. Comprehensive General Liability Insurance to protect against bodily injury, death and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Florida Insurance Services Office and must include: Premises and Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

2. Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit. 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 include: Owned, Non-owned and Hired vehicles.

3. Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws with no less than One Hundred Thousand Dollars (\$100,000.00) in employer liability.

4. Rental Loss (Business Interruption) Insurance in an amount equal to twelve (12) months of not less than eighty percent (80%) of the then applicable Base Rent, taxes, insurance and utility charges.

5. Renter's or Contents Insurance in an amount not less than 100% of the insurable replacement value of all furnishings, fixtures and equipment owned by Tenant and located at the Premises including but not limited to the Improvements.

6. Liquor Liability Policy in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

7. Builder's Risk Insurance with respect to all Improvements and alterations undertaken by Tenant during the Term.

8. Hazard Insurance. Insurance covering the Premises and Tenant Improvements, and all FF&E, merchandise and other items of Tenant's property or any other property in the Premises, against all loss or damage for hazards under an "all risk" or "special form" property insurance policy including, but not limited to, the perils of fire, lightning, water, sprinkler leakage, bursting or stoppage of pipes, wind, vandalism, malicious mischief, theft, explosion, and perils typically provided under an Extended Coverage Endorsement or Special Property Coverage Form, in an amount equal to 100% of the full replacement value of such property, and business interruption coverage for the actual loss sustained with respect to business interruption.
- B. Tenant acknowledges and agrees that all insurance policies provided by Tenant shall be deemed primary coverage. Additionally, Tenant acknowledges and agrees that the monetary coverages specified above are the minimum acceptable coverages applicable solely to the Premises without regard to any other business operations or locations insured by Tenant. In particular, the specified "aggregate" coverages shall apply solely to the Premises.
- C. Cancellation. Coverage is not to case and is to remain in full force (subject to cancellation notice) throughout the Term. All policies must be endorsed to provide Landlord with at least 30 calendar days' notice of cancellation, restriction or both. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least 60 calendar days' prior to the date of their expiration.
- D. Deficiencies. When such policies or certificates have been delivered by Tenant to Landlord as aforesaid and at any time thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented does not conform with the requirements set forth in this Exhibit either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have 30 calendar days to cure such defect to the extent required pursuant to the Lease Agreement.
- E. Review of Coverage. The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonable determines that such adjustments are necessary to protect Landlord's interest provided such coverages shall not exceed the amount of coverage required at the time of such review by similar quality projects in Broward County, Florida.
- F. Service of Process. The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State.

EXHIBIT "E"
ARTICLES OF INCORPORATION OF TENANT