



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

June 17, 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: May 20, 2025, June 3, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes

Attachment: April 8, 2025

Planning & Zoning Board Meeting Minutes

Attachment: May 1, 2025

Hillsboro Inlet District Meeting Minutes

Attachment: May 20, 2025

APPROVAL OF THE AGENDA

June 17, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/86770245393?pwd=Hy7FCUaVML1k4za98VQKZ2FIh5X89s.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 867 7024 5393#

Participant ID: #

Passcode: 175051#

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. Proclamation presented to the Boys & Girls Club of Broward County in recognition of "National Boys & Girls Club Week".**

Sponsor: City Commission

- 2. Proclamation presented to Stefanie Mardar, Alzheimer's Association Director, in recognition of National Alzheimer's Awareness Month.**

Sponsor: Department of Community Services

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

Sponsor: BSO - Law Enforcement

QUASI-JUDICIAL PUBLIC HEARINGS

4. P.H. 2025-086: APPLICATION: 25-P-241

Applicant: **B10 Quiet Waters Owner A LLC and B10 Quiet Waters Owner B LLC represented by Shutts and Bowen LLP**

Proposal: Seeking a Plat Note Amendment application approval to amend the restrictive plat note in the Agreement for Amendment of Notation on Plat (Book 41361 Page 573) to reflect as built square footages and modify the uses on Parcel B to permit industrial and office uses.

Location: The property is generally described as GREYSTAR PLAT 173-1 B TRACT A and GREYSTAR PLAT 173-1 B TRACT B and located at **710-750 South Powerline Road and 3155-3161 SW 10th Street.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Application 25-P-241

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

- 5. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Kiana Morris to the Affordable Housing Advisory Committee for a two-year term; providing for conflicts and 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 & Department of Community Services

Attachment: Affordable Housing Advisory Committee

- 6. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Tania Heck as an alternate member to the Charter Review Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Plaut

Attachment: Charter Review Board

- 7. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Christina Fink as an alternate member to the Community Appearance Board to fill an unexpired term; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Hudak

Attachment: Community Appearance Board

- 8. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Bryan Shartrand as an alternate member to the Planning and Zoning Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Plaut

Attachment: Planning & Zoning Board

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the 2025 Amended and Restated**

Transportation System Surtax Interlocal Agreement with Broward County, the Broward County City Managers' Association, Inc. and other Broward Municipalities; 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: Office of the City Manager

Attachment: Transportation System Surtax

10. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving increased expenditures in the amount of \$24,869.36 to purchase order #20250210 for the purchase of additional cartridge filters from American Melt Blown & Filtrations, Inc. for the West Water Treatment Plant for a total amount not to exceed \$74,869.36 in fiscal year 2025; providing for execution, appropriations and an effective date. (Funds from Account #401-300-360-3602-000-53600-503525 - Material to Maintain Equipment)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: American Melt Blown & Filtrations, Inc.

11. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a professional services agreement with Davenport & Company, LLC, to provide financial advisory consulting services on a task-by-task basis for a one-year term, with two additional one-year renewals in an annual amount not to exceed \$115,000.00; and providing for an effective date. (Funds from Account 100-100-130-1300-000-51300-503299 - Other Contractual Services)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Davenport & Company, LLC

12. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, waiving competitive solicitation requirements in accordance with Section 38-

116(3)(E) of the City Code; approving an agreement with United Way of Broward County, Inc. in an amount not to exceed \$30,000 for the United Way ReadingPals Program in the City of Deerfield Beach; authorizing execution of the Agreement; providing for implementation and an effective date. (*Funds from Account #100-600-640-6400-000-56400-503299 - Other Contractual Services*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: United Way of Broward County, Inc.

13. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for fiscal year 2021-2022 and fiscal year 2022-2023 disbursement of Home Program funds for the Homebuyer Purchase Assistance Program in the total amount of \$495,950.36; providing for execution; 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 Community Services

Attachment: Homebuyer Purchase Assistance Program

14. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by ModernPlay Soccer Consultancy for a futsal soccer camp to be held at the Oveta McKeithen Recreational Complex from July 28, 2025 to August 1, 2025 from 9:00 am to 12 pm; approving program registration fees proposed by ModernPlay Soccer Consultancy 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: ModernPlay Soccer Consultancy

15. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a facility use agreement with Boys Town

South Florida, Inc., for a parenting skills program at the Johnny L. Tigner Community Center; approving the waiver of facility use fees to support the program within the City; 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: Boys Town South Florida, Inc.

DEPARTMENTAL BUSINESS

16. Presentation regarding the Centennial Garden.

Sponsor: Department of Planning & Development Services

Attachment: Centennial Garden

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, July 8, 2025

Budget Workshop - Wednesday, July 9, 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, May 20, 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 - *via Zoom*
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.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - April 22, 2025

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

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes - March 11 & 28, 2025
Planning & Zoning Board Meeting Minutes - April 3, 2025
African American Heritage Board Meeting Minutes - April 10, 2025

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, 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

May 20, 2025

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, 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 the Combat Antisemitism Movement in recognition of Jewish American Heritage Month.

Mayor Drosky read a proclamation in recognition of Jewish American Heritage Month.

2. Certificate of Recognition presented to Anthony Cali for his life safety efforts.

Mayor Drosky presented the certificate to Mr. Cali. Thereafter, he thanked him for his efforts.

Chief Mike Brown, Ocean Rescue, thanked the Commission for the recognition. Further, he commended Mr. Cali for a job well done, as he is a great asset to Deerfield Beach.

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

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

4. Proclamation presented to the Office of the City Clerk in recognition of Professional Municipal Clerks Week.

Mayor Drosky presented the proclamation to Heather Montemayor, City Clerk.

ADDENDUM

5. Certificate of Recognition presented to the Blanche Ely Class of 1965.

Mayor Drosky presented the certificate to the Class of 1965.

PRESENTATIONS

6. Presentation by the Florida Department of Transportation (FDOT) regarding upcoming improvements to the SW 10th Street Connector Project.

Robert Bostian, FDOT Program Manager, highlighted a brief PowerPoint presentation. When developing projects, FDOT uses a compass that encompasses safety, resiliency, robust supply chain, technology, and workforce development, with communities at the center. The SW 10th Street Connector Project is a Moving Florida Forward Project, an infrastructure initiative spearheaded by Governor DeSantis, that will bring in \$4 billion of new development to increase safety, reduce congestion, and improve economic development throughout the corridors. Thereafter, he displayed the project location and regional connectivity. Mr. Bostian stated that the connector lanes will be limited access and the posted speed limit will be 60 mph, whereas, the local lanes will be a 35-mph posted speed limit, and include amenities, i.e. 12-foot-wide shared use path. Thereafter, photographs of the connector ramps were displayed.

Continuing, Mr. Bostian said FDOT advertised as a phased design build project, which is an alternative contracting technique that allows FDOT to collaborate with the design and contractor team, helps reduce the overall timeline, and cost of the project. FDOT executed two contracts, and split the project into two contracting mechanisms, which will provide FDOT the opportunity to bring in additional resources to

PRESENTATIONS - CONTINUED

complete the project timely. Currently, the project is in the planning phase, whereby, construction is anticipated to begin in 2026, with the conclusion and completion of the project is anticipated to occur in 2032. Thereafter, he displayed a photograph of where the noise barrier walls will be installed. Mr. Bostian said the project will consist of local roadway improvements, to include bike lanes/sidewalk along Military Trail, reconstruction of Newport Center Drive and SW 12th Avenue, widening FAU Research Park Blvd., replacing the NE 48th Street bridge, and minor improvements to other local city cross-streets.

Moreover, Mr. Bostian said smart work zones will be implemented, which will allow FDOT to monitor the traffic and provide real time feedback to drivers, so they are able to make informed decisions on the most efficient route through and around the work zone. Additionally, it will advise drivers of potential congestion and major construction activities in advance. Further, to enhance the corridor, an aesthetics plan, which includes retaining walls, noise barrier walls, and bridge structures, piers, and beams, has been established. Thereafter, he briefly outlined the community outreach, which will begin summer/fall 2025 and extend into 2026. Lastly, Mr. Bostian said there is an ongoing 2055 Florida Transportation Plan, which is updated every five years, to provide guidance for Florida's transportation future.

Mayor Drosky provided a brief background on the project and stated that it has come a long way. Further, he thanked Mr. Bostian for working with city staff and incorporating some of the City's components into the project, i.e. Sawgrass to Seagrass, and implored him to continue working with them. Thereafter, he spoke in support of the use of technology, as it will benefit drivers, and stated that the noise walls will be installed prior to the heavy construction.

In response to Mayor Drosky's question, Mr. Bostian replied that the presentation will be posted to their webpage. Further, he clarified that construction has been ongoing, whereby, the utility poles have been and will continue to move. Additionally, clearing and other work will need to occur prior to the noise walls being installed; nonetheless, they will try to get them installed as early as possible.

Mayor Drosky agreed that the less invasive construction has begun, but asked that the noise walls be installed prior to the heavy construction. Further, he asked that FDOT continue to communicate with the HOAs, residents, and communities, so they know what to expect.

Vice Mayor Preston said FDOT must challenge themselves on what might happen, and ensure they are getting the community involved. Further, he commended FDOT for their efforts thus far.

Commissioner Plaut commended FDOT for their efforts thus far. Thereafter, he urged residents to reach out to him if they have concerns.

In response to Rodney Brimlow's, City Manager, question, Ms. Bostian replied that devices will be placed along State Road 7, US 441, Powerline Road, Dixie Highway, US1, Hillsboro Blvd., and Sample Road. He explained that cameras will be installed to help monitor traffic and congestion, whereby, information will be put out to motorists via the overhead message devices. Lastly, he said FDOT is looking to utilize roadside units that will communicate with mapping applications, i.e. Waze.

Mayor Drosky opened the public hearing.

Bernie Parness, 3074 Harwood F, Deerfield Beach, asked how the construction will affect Century Village, as the buildings are extremely old. Thereafter, he commented on the noise barriers, and asked how effective they will be.

Ellen Kamhi, 396 Marcum R, Deerfield Beach, asked how much time drivers will save once this project is completed.

Mr. Bostian said the timeframes will vary as traffic varies; nonetheless, seven minutes could be an average, but certain times of the day will be much greater.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked how this project will affect the 1045 project.

PRESENTATIONS - CONTINUED

Mayor Drosky stated that there will be some overlap with the two projects; however, it's difficult to say how they will be affected.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, said he is excited to see all the improvements that will come to fruition because of this project, but asked that motorist and pedestrian safety be kept in mind throughout the entirety of the project. Thereafter, he commented on the importance of providing connectivity, walkability, and shade structures throughout our projects. Lastly, he asked that everyone involved be forward thinking to ensure this project benefits the City for years to come.

Mayor Drosky closed the public hearing.

7. Presentation of the Summary of Findings Report for the Dixie Highway Community Outreach and Rezoning Project.

Bernard Jones, Redevelopment Project Coordinator, provided a brief overview of the Dixie Highway Community Outreach and Rezoning Project. Thereafter, he introduced Lisa Martinez, CEO LM Genuine Solutions (LMGS).

Ms. Martinez highlighted a PowerPoint presentation. Thereafter, she provided a brief overview of the engagement process, whereby, city staff was extremely adamant from the beginning that this project will be a collaboration, as it is a priority for the City to develop and sustain relationships behind the engagement of LM Genuine Solutions. Further, she said the community's vision includes growth that must honor the corridor's historic, cultural, and civic legacy; revitalization should support legacy residents, businesses, and institutions; and future development must prioritize walkability, economic opportunity, and community life. She stated that the key community themes consist of housing and neighborhood character; local businesses and mixed-use corridors; infrastructure, parking, and mobility; parks, green spaces, and civic gathering areas; faith institutions and cultural preservation; and youth, families, and community life. Thereafter, she outlined key elements in each theme. Lastly, Ms. Martinez said it was clear that growth must be equitable, culturally rooted, and community-led.

Christopher Suneson, Assistant Director of Planning & Development Services, thanked LM Genuine Solutions for their efforts, as well as Mr. Jones. Further, he said this project is far from over, whereby, the next steps will include zoning code changes. He said staff plans to continue moving forward with the host committee and building those relationships.

Commissioner Hudak said this is not just a project, but a lifelong partnership with the community, as this will help the City development not only Dixie Highway, but Pioneer Grove. Thereafter, he thanked everyone involved.

Mayor Drosky agreed, whereas, this is a partnership. Further, he said Dixie Highway is in need of attention, but if the City does not have stakeholders who want to participate, then amending the zoning will not matter, so we must inspire and spur development on that corridor. Mayor Drosky stated that he would like to establish a blue-ribbon mayor's panel to work with city staff and key stakeholders, i.e. legacy landowners, business owners, and the churches.

Commissioner Plaut commended staff for a job well done. Further, he suggested a community area to provide entertainment. Thereafter, he briefly commented on the meetings he attended.

Vice Mayor Preston said this is an extremely important first step, as it creates a platform for better communication; however, there are challenges, i.e. private entities, so we must all remain openminded. Further, he said we must ensure the community remains engaged and is constantly updated, as it will help lessen the fears.

PUBLIC HEARINGS - SECOND READING

8. **P.H. 2025-081: ORDINANCE 2025/002 - 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.**

The Ordinance was read by title only.

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

Mayor Drosky opened the public hearing.

Dan Herz 330 SE 19th Avenue, Deerfield Beach, commented on his relationship with the previous restauranter. Thereafter, he commented on the procurement process.

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Item 8, adopted Ordinance 2025/002. Roll Call:

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

PUBLIC COMMENT

Melvin Nass, 3081 Oakridge U, Deerfield Beach, provided a brief overview of his background and credentials. Thereafter, he commented on the City's previous farmers market and asked that it be brought back.

Caryl Berner, 3130 Cambridge F, Deerfield Beach, commented on two restaurants that did not have the American flag hung properly, so she reached out to Code Compliance. Thereafter, she briefly commented on flag etiquette.

Gerald Dunnigan, 425 NW 1st Terrace, Deerfield Beach, thanked the Commission and city staff for the Centennial events, as he was able to attend as a vendor, and they have been great events.

Maria Blatch, 425 NW 1st Terrace, Deerfield Beach, thanked Mayor Drosky and Commissioner Plaut for their efforts with the senior community. Further, she said there are three veterans that would like to partake in the celebration.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the Department of Government Efficiency's letter and firefighter's pension trust fund meeting.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, thanked the Commission for the installation of the sidewalks between 14th Court and 14th Place, and asked if speed bumps could be installed. Further, he reiterated his stance on shade and the importance of incorporating it into city projects. Lastly, he suggested a monthly food truck event and asked that more sip n strolls be implemented.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, expressed frustration with commercial vehicles being parked illegally on properties.

CONSENT - BOARD APPOINTMENTS

Mayor Drosky opened the public hearing on Items 9 - 12.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the members selected to the Charter Review Board.

Mayor Drosky closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Items 9, 11 & 12 in concert. Voice Vote:

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

9. Resolution 2025/069 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Shyvonna Rolle as an alternate member of the African American Heritage Committee; and providing for an effective date.

10. Resolution 2025/070 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Charter Review Board; and providing for an effective date.

The Resolution was read by title only.

Commissioner Hudak said he is extremely excited about the Charter Review Board, as he believes that it is vitally important to have the citizens review the City Charter, which has not been done since 2006. Thereafter, he spoke in support of the appointments.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Item 10, adopted Resolution 2025/070. Voice Vote:

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

11. Resolution 2025/071 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Elias Okun as an alternate member to the Planning and Zoning Board; and providing for an effective date.

12. Resolution 2025/072 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Maria Blatch as a member of the Public Art Program Committee; and providing for an effective date.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

13. Resolution 2025/073 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the use of Law Enforcement Trust Funds in the total amount of \$237,000.00 for the purchase of enhanced crime prevention equipment, a utility task vehicle, and training pursuant to Section 932.7055, Florida Statutes, for use of law enforcement trust funds; providing for an effective date. (Funds from Account #601-000-130-0000-000-38990-389100 - LETF/Use of Fund Balance & Account #601-200-210-2101-000-52100-506043 - LETF/Machinery and Equipment)

14. Resolution 2025/074 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Madsen/Barr Corporation for installation of five fire hydrants and related services in the amount of \$72,650.00, utilizing the terms of the City of Boca Raton's RFP No. 2022-020 and contract; providing for execution and an effective date. (Funds from Account #401-300-360-3603-000-53600-503299 - Utilities Maintenance/Other Contractual Services)

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

15. Resolution 2025/075 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales for the purchase of four pickup trucks in an amount not to exceed \$218,410.00, utilizing the terms of the City of Tallahassee's Request for Proposal and Contract No. 096-21-KM; approving the issuance of a purchase order with Matthews Bus Alliance, Inc. for the purchase of a passenger bus for the Department of Community Services in an amount not to exceed \$163,017.00, utilizing the terms of Florida Sheriff's Association Cooperative Contract No. FSA23-VEH21.0; providing for execution, appropriations, and an effective date. *(Funds from multiple accounts)*
16. Resolution 2025/076 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Bozard Ford Co. for the purchase of a 2025 Ford Mustang Mach-E electric vehicle in an amount not to exceed \$36,465.00, utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA24-VEL32.0; providing for appropriation, execution and an effective date. *(Funds from multiple accounts)*
17. Resolution 2025/077 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Southern Sewer Equipment Sales and Service, Inc., to furnish replacement parts and repair services for the City's NewWay Refuse Collection Trucks and Vac-Con Sewer Cleaning Vacuum Trucks in an amount not to exceed \$60,000.00 in accordance with Section 38-116(3)(c)(2) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. *(Funds from Account #100-000-000-0000-000000-141050 - Inventory Fleet Maintenance & Account #450-300-340-3400-000-53400-503806 - Material to Maintain Vehicles)*
18. Resolution 2025/078 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JL025-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Local Services Program in an amount not to exceed \$118,380.00; authorizing execution of the Contract; providing for implementation and an effective date. *(Funds from Account #100-000-640-0000-000-33469-334698 - Local Service Program)*
19. Resolution 2025/079 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JZ025-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program in an amount not to exceed \$463,819.00; authorizing execution of the Contract; providing for implementation and an effective date. *(Funds from Account #100-000-640-0000-000-33469-334699 - ADI-State Grant)*
20. Resolution 2025/080 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the U.S. Department of Transportation for the fiscal year 2025 Safe Streets and Roads for All Grant Program in the estimated amount of \$14,547,259.30 for the design and construction of roadway safety improvements along SW 10th Street from I-95 to S. Dixie Highway; authorizing the expenditure of 20% matching funds in the amount of \$3,636,814.81 and execution of a grant agreement, if the grant is awarded to the City; and providing for an effective date.
21. Resolution 2025/081 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the Agreement for the Lift Station No. 5 Project until February 28, 2026; authorizing the request for extension and execution of the Amendment; and providing for an effective date.
22. Resolution 2025/082 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the Agreement for Phase II of the City Hall Retrofit and Drainage Project until February 28, 2026; authorizing the request for extension and execution of the Amendment; and providing for an effective date.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Mayor Drosky opened the public hearing on Items 13 - 22; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Items 13 - 22 in concert. Roll Call:

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

DEPARTMENTAL BUSINESS

23. Resolution 2025/083 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order with Heavy Civil, Inc. in an amount not to exceed \$183,415.10, inclusive of a 10% owner contingency, for additional services related to parking lot improvements for the Pioneer Grove Local Activity Center Drainage Improvements Project; approving a twenty-day extension to the final completion date for the Project; providing for execution, implementation, conflicts, and an effective date. (Funds from Account #460-300-360-3800-000-53800-506031 - Improvements Other than Buildings)

The Resolution was read by title only.

Eric Power, Director of Planning & Development/Interim Director of Environmental Services, highlighted a brief presentation that was provided at the April 22nd Commission Meeting.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Item 23, adopted Resolution 2025/083. Roll Call:

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

COMMENTS BY ADMINISTRATION & LEGAL**CITY MANAGER**

Mayo Howard Park - Rodney Brimlow, City Manager, thanked those who attended the meeting, as it was imperative for staff to receive guidance for a grant they are seeking.

CITY ATTORNEY

Legislative Bills - Anthony Soroka, City Attorney, provided a brief overview of various legislative bills.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER HUDAK****DISTRICT 1**

Youth Automotive Training Center (YATC) - Commissioner Hudak said he, along with the Mayor, attended the graduation ceremony. Thereafter, he provided a brief overview of what the training center offers and stated that he would like city staff to look into increasing the City's partnership.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Events/Meetings - Commissioner Hudak stated that the Historical Society will be hosting their Memorial Day celebration on Saturday, May 24th at 10:00 a.m. at the Butler House.

School Zone Cameras - Commissioner Hudak stated that the cameras are active and warnings are being issued; therefore, he cautioned everyone to be vigilant of their speed.

COMMISSIONER SHANETZKY**DISTRICT 3**

Meetings - Commissioner Shanetzky commented on various meetings he's had with Century Village and Crystal Lake.

Veteran Resources - Commissioner Shanetzky said services can be rendered through various resources, which can be found on the City's website. Thereafter, he outlined services/programs the City will be offering, i.e. parking program, etc.

Procurement Process - Commissioner Shanetzky briefly commented on the City's process.

Accolades - Commissioner Shanetzky congratulated the City of Deerfield Beach for achieving the 2024 Tree City USA Status. Further, he reiterated that the City should look into the All-American City achievement. Thereafter, he commented on other achievements that the City can look into achieving.

Quiet Waters/Tam O' Shanter - Commissioner Shanetzky suggested displaying fireworks at either location.

COMMISSIONER PLAUT**DISTRICT 4**

Meetings/Events - Commissioner Plaut commented on various events and meetings he's attended.

VICE MAYOR PRESTON**DISTRICT 2**

Retired Deerfield Beach Firefighter - Vice Mayor Preston said Bill Thomas passed away on May 14th. Thereafter, he extended his condolences to the Thomas family.

Packer Rattlers - Vice Mayor Preston said the enrollment is high, and there will be a full complement of teams.

Events - Vice Mayor Preston said the Memorial Day event will take place on May 26th at 8:00 a.m. at the Johnny L. Tigner Center. Further, he commented on the Cuisine of the Island, and thanked staff for a job well done.

Accolades - Vice Mayor Preston thanked Heather Montemayor, City Clerk, and her staff for all they do.

MAYOR DROSKY

Memorial Day Event - In response to Mayor Drosky's question, Rodney Brimlow, City Manager, said the ceremony at the Tigner Center will take place at 9:00 a.m.; nonetheless, there will be other ceremonial events at the American Legion, etc.

Mayo Howard Park - Mayor Drosky said many spoke in opposition to a skate park, and asked if anyone has heard otherwise.

Vice Mayor Preston said many are in favor of a skate park, as it gives children something to do; therefore, he spoke in opposition to it being removed.

In response to Vice Mayor Preston's question, Mayor Drosky replied that individuals asked for a basketball court, improved fencing on the parameter, and a nature/walking path. Further, he said the skate park has not been removed, whereby, there were just discussions during the meeting.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Vice Mayor Preston said suggestions have also been made to have a water feature included, especially in the summer.

Mayor Drosky said he also received suggestions about a water feature, i.e. splash pad. Thereafter, he said staff was at the meeting taking notes, so he believes a plan will be brought forward.

Sprouts - Mayor Drosky said the grand opening will be on Friday, May 23rd at 6:30 a.m.

Accolades - Mayor Drosky thanked staff for their patience as he grows into his new role.

Moment of Silence - Mayor Drosky asked that the meeting end with a moment of silence in recognition of Bill Thomas.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to adjourn the meeting at 9:54 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



Meeting Minutes City Commission

Tuesday, June 3, 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.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - May 6, 2025

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

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Affordable Housing Advisory Board Meeting Minutes - February 3, 2025
Non-Uniformed Employees Retirement Fund Meeting Minutes - February 10, 2025
Education Advisory Board Meeting Minutes - April 2, 2025
Hillsboro Inlet District Meeting Minutes - April 21 & May 9, 2025
Code Compliance Meeting Minutes - April 25, 2025

MOTION was made by Commissioner Hudak, 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

June 3, 2025

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston, 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 Judith Mergilles in recognition of National Association of Women Business Owners (NAWBO).

Mayor Drosky presented the proclamation to Judith Mergilles, NAWBO South Florida Programming Chair, and Erika Obando, NAWBO South Florida President, in recognition of National Association of Women Business Owners.

Ms. Mergilles and Ms. Obando thanked the Commission for the recognition. Thereafter, they briefly commented on a trip they will be taking to Washington D.C. to celebrate their 50th Anniversary.

2. Certificate of Recognition presented to Mary Davis, Parks & Recreation Manager I, for 30 years of dedicated service to the City of Deerfield Beach.

Mayor Drosky presented the certificate to Ms. Davis. Thereafter, he thanked her for everything she has done throughout her tenure.

Ms. Davis thanked the Commission. Thereafter, she commented on her tenure and stated that it has been a pleasure serving this community.

Vice Mayor Preston thanked Ms. Davis for the difference she has made throughout her tenure.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, thanked Ms. Davis for all she's done. Thereafter, she congratulated her on her retirement.

PUBLIC COMMENT

Anthony Royal, 373 NW 3rd Court, Deerfield Beach, said he is the incoming elected commander of Post 287. Thereafter, he outlined various programs and services they offer, and hopes the City will assist with the implementation. Lastly, he introduced his colleagues.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, thanked Mary Davis for everything she has done throughout her tenure. Thereafter, she thanked city staff for the luncheon that was held for Ms. Davis.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commended the City for the Memorial Day Service. Further, he commented on the date of the Budget Workshop and city benefits.

Carrie Hellenbrecht, 884 NW 47th Street, Deerfield Beach, asked for the status of the military banners. Further, she commented on two abandoned buildings, and asked the status for each.

CONSENT - BOARD APPOINTMENTS

3. Resolution 2024/084 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Maria Ferreiro as an alternate member to the African American Heritage Committee; and providing for an effective date.

CONSENT - BOARD APPOINTMENTS - CONTINUED

4. Resolution 2025/085 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Scott Mulheron as a regular member to the Community Appearance Board; and providing for an effective date.
5. Resolution 2025/086 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing James Cahn as a regular member to the Marine Advisory Board; providing for an effective date.
6. Resolution 2025/087 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Judith Mergilles as an alternate member to the Planning and Zoning Board; and providing for an effective date.

Mayor Drosky opened the public hearing on Items 3 - 6; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Items 3 - 6 in concert. Voice Vote:

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

7. Resolution 2025/088 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the Agreement for HVAC Installation and Repair Services with A-Excellent Service, Inc. to increase the not-to-exceed amount for the fiscal year 2025 from \$130,000.00 to \$210,000.00; providing for implementation and ineffective date. *(Funds from Account #401-300-360-3602-000-53600-503299 - Other Contractual Services)*
8. Resolution 2025/089 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of ITB #25-017 for water meter fittings, water line and fire hydrant accessories for use in water utility operations on an as-needed basis to Consolidated Pipe and Supply Company, Inc., Ferguson US Holdings, Inc. d/b/a Ferguson Enterprises, LLC, and Fortiline, Inc. d/b/a Fortiline Waterworks, the lowest priced responsive and responsible bidders for certain requested products, as set forth in Exhibit "A", in a total aggregate annual amount not to exceed \$250,000.00; authorizing execution of contracts with each vendor for a three-year term with two, one year renewal options, providing an effective date. *(Funds from Account #401-300-360-3603-000-53600-503584 - Meter and Pipes)*
9. Resolution 2025/090 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award for RFP No. 25-005 for the Development of a Comprehensive Parks, Open Space and Recreation Master Plan to Miller Legg & Associates, Inc.; authorizing execution of an agreement with Miller Legg & Associates, Inc., the top ranked responsive and responsible proposer, for the Master Plan in an amount not to exceed \$249,500.00; providing for implementation and an effective date. *(Funds from Account #100-700-720-7200-000-57200-503299 - Other Contractual Services)*
10. Resolution 2025/091 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-002 for the rental of portable toilets, sinks and restroom trailers on an as needed basis to Toilets to Go, LLC, as the primary vendor, 39 Environmental, LLC as the secondary vendor, and United Site Services of Florida, LLC, as the tertiary vendor, in a total aggregate annual amount not to exceed \$20,000.00; authorizing execution of contracts with each of the three lowest priced responsive and responsible bidders for a two-year term with three additional one-year renewal options; and providing an effective date. *(Funds from Account #100-700-720-7400-000-57400-503574 - Event -Other Special Events)*

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

11. Resolution 2024/092 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the artwork permit application submitted by Shoppes at Deerfield, LLC for the installation of a mural on the southern wall of the building located at 814-956 S. Federal Highway; providing for an effective date.
12. Resolution 2025/093 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the artwork permit application submitted by the City and Brothers' Construction, Inc. for the installation of artwork on the fish stations at the City's International Fishing Pier; providing for implementation and an effective date.
13. Resolution 2025/094 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #25-013 for traffic engineering services to the three responsive and responsible firms to the RFQ; authorizing execution of continuing contracts with the Corradino Group, Inc., Carnahan Proctor and Cross, Inc. and Simmons & White, Inc. for the services on an as needed basis; providing for implementation and an effective date. *(Funds from multiple accounts)*
14. Resolution 2025/095 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of RFP No. 25-009 for the development of an impact fee study to David Taussig & Associates, Inc.; authorizing execution of an agreement with David Taussig & Associates, Inc., the top ranked responsive and responsible proposer, in an amount not to exceed \$74,530.00; providing for implementation and an effective date. *(Funds from Account #100-100-150-1500-000-51500-503299 - Other Contractual Services)*
15. Resolution 2025/096 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of RFP No. 25-008 for a Public Art Master Plan consultant to Cultural Planning Group, LLC., in an amount not to exceed \$109,780.00; authorizing execution of an agreement with Cultural Planning Group, LLC., the top ranked responsive and responsible proposer, for a three-year term with two additional one-year renewal options; providing for implementation and an effective date. *(Funds from Account #100-100-150-1500-000-51500-503299 - Other Contractual Services)*

Mayor Drosky opened the public hearing on Items 7 - 15; however, there were none to speak and the public hearing was closed.

Commissioner Shanetzky briefly commented on Items 12 & 15, which he spoke in favor of.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Items 7 - 15 in concert. Roll Call:

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

DEPARTMENTAL BUSINESS

16. Resolution 2025/097 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking of the artwork submitted for the City's Centennial Celebration pursuant to the City's call for artists; approving the installation of murals at Fire Station 102 and at the Leo Robb Gymnasium; authorizing the City Manager to execute contracts with each respective artist; providing for implementation and an effective date. *(Funds from Account #100-700-720-7400-000-57400-503550 - Centennial Celebration)*

The Resolution was read by title only.

Eric Power, Director of Planning & Development/Interim Director of Environmental Services, highlighted a brief presentation. As part of the centennial celebration, the City allocated \$40,000 towards mural installations, whereby, four locations were chosen, north and east sides of the Leo Robb Gymnasium,

DEPARTMENTAL BUSINESS - CONTINUED

Highlands Community Center, and the metal building at Fire Station 102. Thereafter, he provided a brief overview of the ranking process, whereby, two muralists were selected, one for Fire Station 102, and another for the eastside of the Leo Robb Gymnasium. He explained that both murals are within the budget, and if approved, staff will work with the muralists on a contract and projected start date. Thereafter, the locations, along with sample murals were displayed.

In response to Vice Mayor Preston's question, Mr. Power replied that staff can ask the muralist to incorporate the Sawgrass to Seagrass experience into the mural at Fire Station 102.

In response to Commissioner Plaut's question, Mr. Power replied that the muralists were required to provide details on the paint and coating to ensure the murals could withstand weather conditions, graffiti, etc.

In response to Commissioner Hudak's comment, Mr. Power stated that the mural at Fire Station 102 will incorporate the centennial, whereby, the one at the Leo Robb Gymnasium will be more of a community mural; nonetheless, all proposed artwork is in line with the concepts outlined in the Master Plan.

Commissioner Shanetzky briefly commented on Oliver Christomo, Leo Robb Gymnasium muralist. Thereafter, he spoke in support of moving forward with both muralists.

Mayor Drosky opened the public hearing.

Felicia Poitier, 233 SW 1st Terrace, Deerfield Beach, suggested incorporating some of the activities or people who benefited or used Westside Park. Thereafter, she commented on a mural recently done in Pompano Beach, and suggested incorporating the Packer Rattlers, the old baseball team who played at Westside Park, etc. in the mural at the Leo Robb Gymnasium.

Joe Cummings, 267 Oakridge P, Deerfield Beach, said murals get dated very quickly; therefore, he suggested adding other artwork, i.e. sculptures, etc. to Deerfield Beach gateways.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, agreed with Ms. Poitier, as the gymnasium should represent events that have happened at Westside Park. Thereafter, she asked for an update on the wall near Stanley Terrace.

Mayor Drosky closed the public hearing. Thereafter, he thanked Mr. Power for his efforts.

Mr. Power said the wall near Stanley Terrace was in disrepair and required repairs; nonetheless, there is a small mural on it. Further, he said the Master Plan will outline areas where additional artwork can occur.

Commissioner Hudak spoke in support of Ms. Poitier's suggestions.

MOTION was made by Commissioner Hudak, seconded by Commissioner Shanetzky, to approve Item 16, adopted Resolution 2025/097. Roll Call:

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

DEPARTMENTAL BUSINESS - CONTINUED

17. ORDINANCE 2025/ - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE PROVISION OF SERVICES AND CAPITAL FACILITIES FOR STORMWATER MANAGEMENT AND THE IMPOSITION OF STORMWATER ASSESSMENTS RELATED TO THOSE SERVICES AND FACILITIES WITHIN THE CITY OF DEERFIELD BEACH; PROVIDING DEFINITIONS AND FINDINGS; ESTABLISHING A STORMWATER UTILITY AND PROVIDING ITS RESPONSIBILITIES; ESTABLISHING A STORMWATER UTILITY FUND; AUTHORIZING THE IMPOSITION AND COLLECTION OF STORMWATER ASSESSMENTS TO FUND THE COST OF PROVIDING SERVICES AND CAPITAL FACILITIES FOR STORMWATER MANAGEMENT; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF THE ASSESSMENT ROLL AND FOR CORRECTING ERRORS AND OMISSIONS; PROVIDING THAT STORMWATER ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; ESTABLISHING PROCEDURES AND METHODS FOR THE COLLECTION OF STORMWATER ASSESSMENTS; ESTABLISHING THE PRIORITY OF THE STORMWATER LIEN OVER PRIOR RECORDED LIENS OR MORTGAGES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The Ordinance was read by title only.

Anthony Soroka, City Attorney, provided a brief overview of the Item. Further, the second reading of this Ordinance will occur on July 8th, along with the preliminary assessment resolution that will outline next fiscal year's proposed assessment amount for stormwater.

Mayor Drosky opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if residents will receive a separate amount, other than that on their tax bill for stormwater.

Mayor Drosky replied no. Thereafter, he closed the public hearing.

Commissioner Shanetzky briefly commented on the Item, which he spoke in support of, as rainy season is in full affect and the roadways must remain drivable.

In response to Commissioner Hudak's question, Mr. Soroka replied that last year was the first year the City added the assessment to the tax bill, whereby, this allows for the procedures to align with the annual fire assessment.

In response to Commissioner Plaut's question, Mr. Soroka replied that under state law the City is responsible for stormwater management responsibilities.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Item 17 on first reading. Roll Call:

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

18. Resolution 2025/098 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Work Authorization with Craig A. Smith & Associates, LLC, to provide continuing engineering and construction support services for the 8th Avenue Area Stormwater Capital Improvement Project in an amount not to exceed \$90,000.00; providing for implementation and an effective date. (Funds from Account #460-300-360-3800-000-53800-506031 - Other than Buildings)

The Resolution was read by title only.

Mayor Drosky opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked for the total amount that's been spent on the project.

DEPARTMENTAL BUSINESS - CONTINUED

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked for clarification on the total amount spent.

Mayor Drosky closed the public hearing.

Eric Power, Director of Planning & Development/Interim Director of Environmental Services, said this will be the last request for this project, whereby, this was a time-based contract and the expectation is to be completed within the next couple months, pending weather.

Mayor Drosky expressed his frustration with this project, and stated that he hopes the project completion date is adhered to.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 18, adopted Resolution 2025/098. Roll Call:

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

Nays: 0

19. Resolution 2025/099 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Professional Services Agreement with Jacobs Engineering Group, Inc. to modify the engineering design scope of services for the Anion/Ion Exchange System Treatment Upgrades for the Water Treatment Plant operations; providing for implementation and an effective date. (Funds from Account #413-300-360-3603-000-53600-506530 - CIP Infrastructure)

The Resolution was read by title only.

Eric Power, Director of Planning & Development/Interim Director of Environmental Services, highlighted a brief presentation. Thereafter, he provided a brief background of the Item, and displayed photographs of the proposed Nano Filtration Plant. He explained that although Nano Filtration is less expensive than Ion Exchange, it is still extremely costly; nevertheless, staff recommends approval of the new Nano Filtration Plant for replacement of the lime softening and requests approval to move forward with the no-cost impact to amendment one to design Alternative 2. Lastly, he is unsure of the total cost, but once the consultant completes the work, staff will have a better understanding.

In response to Vice Mayor Preston's questions, Mr. Power replied that this project will come from the utility fund. Further, if the transition does not occur, the City will not be in compliance with the State, could potentially be fined, and would still be obligated to comply.

Vice Mayor Preston stated that this information must be relayed to the community, so they are informed during the time of implementation.

In response to Vice Mayor Preston's questions, Mr. Power replied that the transition must occur by 2031. Further, he said once the study is completed, staff will have a better understanding of the overall project, as well as the cost.

Rodney Brimlow, City Manager, said some of the intangible costs that will happen if the City does not comply cannot be quantified at this time, i.e. businesses that rely on city water, residents not wanting to move to the City, as well as other economic costs. Thereafter, he commended staff for their efforts.

Commissioner Hudak said even if this wasn't mandated by the State, the City has an obligation to the residents' safety. Thereafter, he provided a brief overview of water treatment process.

In response to Commissioner Hudak's question, Mr. Power replied that Nano Filtration is what municipalities are moving towards, due to the way it removes chemicals.

Commissioner Hudak spoke in support of moving forward, as it is more efficient and operational for those who are running the system.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Plaut commented on his previous experience with water systems. Thereafter, he spoke in support of the Item.

Mayor Drosky opened the public hearing

Joe Cummings, 267 Oakridge P, Deerfield Beach, said Waste Management is responsible for percolation and seepiest contamination in the Biscayne Aquifer, so they should be responsible for removing it.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, spoke in support of the Item, as it is vitally important for the City to be ahead of the curve to ensure residents' have clean water. Further, he asked that the City continue to be forward thinking on these type projects.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked if the new system will remove the fluoride as well. Further, she asked for clarification on the maintenance schedule.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said as the process moves forward, the State will continue to make changes; therefore, she asked if the utility fund will be able to cover the costs.

Mayor Drosky closed the public hearing.

Mr. Power reiterated that staff is unsure of the costs; nonetheless, at this time, it will be funded from the utility fund. Further, he said staff has a very stringent maintenance schedule to ensure the facility is properly maintained

Mayor Drosky said this is a complicated issue, whereby, staff is balancing today's science with that of the future, which is difficult; nonetheless, he believes the Nano Filtration is the best option today. Thereafter, he commended staff for their forward thinking.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Item 19, adopted Resolution 2025/099. Roll Call:

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

COMMENTS BY ADMINISTRATION & LEGAL

CITY MANAGER - *None*.

CITY ATTORNEY - *None*.

CITY COMMISSION BUSINESS**20. Discussion and potential action regarding fireworks display on the Tam O' Shanter property.**

Commissioner Shanetzky stated that due to the barge issues, it was decided, 3 - 2 vote, not to have fireworks during the Fourth of July event; therefore, he requested having a fireworks display in the western portion of Deerfield Beach and asked staff to examine the Tam O' Shanter/Marty Popelsky Park property as a viable option.

In response to Vice Mayor Preston's question, Commissioner Shanetzky replied that he stands by his vote regarding the use of the barge, which is why he is requesting this alternative.

Vice Mayor Preston said although the drone show was impressive, people want fireworks. Further, he asked if the proposed location will be large enough, and if the original proposal of having fireworks on the beach could be reconsidered.

CITY COMMISSION BUSINESS - CONTINUED

In response to Mayor Drosky's question, Rodney Brimlow, City Manager, said the Fourth of July event is one month away, so unfortunately fireworks are not a viable option.

Commissioner Hudak said he is not opposed to having a fireworks show in the western portion of the City, but he does not believe the Tam O' Shanter/Marty Popelsky Park will work, as there are no access points; therefore, he suggested another location, i.e. field near the Tigner Center or Quiet Waters, as he is not opposed to having an event in the western portion of the City.

Commissioner Plaut said the pier will be opening at the end of summer; therefore, he suggested having a pier opening, or post-Labor Day event.

Commissioner Hudak said he is not opposed to having staff look into viable options to have a fireworks show in the western portion of the City to have a Labor Day celebration.

Vice Mayor Preston spoke in support of a Labor Day celebration. Thereafter, he thanked Commissioner Shanetzky for bringing this discussion forward, as the community wants fireworks.

Mayor Drosky opened the public hearing.

Joe Cummings, 267 Oakridge P, Deerfield Beach, said the Tam O' Shanter/Marty Popelsky Park property will not be viable; therefore, he recommended Quiet Waters.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said the City previously held the Fourth of July at Quiet Waters, so it is a possibility. Further, she spoke in support of the pier opening suggestion, as she believes that would be an appropriate time.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of having them off the pier or in the western part of the City.

Mayor Drosky closed the public hearing.

Mr. Brimlow said the Fourth of July event was held at Quiet Waters due to the closure of the beach during COVID. Further, if Quiet Waters is determined to be the chosen location, staff would have to perform an analysis, and a company would need to be hired to analyze all aspects of the parking. Mr. Brimlow said during COVID, the event needed the County's approval and staff ran into issues with eagle nesting. Additionally, because the event occurred in the summer, the School Board approved it since school was closed; nevertheless, staff will come back with their analysis.

Mayor Drosky encouraged Commissioner Shanetzky to meet with Greg Warner, Director of Parks & Recreation, to ensure everyone is on the same page.

MOTION was made by Commissioner Shanetzky, seconded by Vice Mayor Preston, to direct staff to explore western locations for fireworks. Voice Vote:

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

Nays: 0

COMMENTS BY MAYOR & CITY COMMISSION

COMMISSIONER HUDAK (DISTRICT 1) - None.

COMMISSIONER SHANETZKY

DISTRICT 3

Century Village - Commissioner Shanetzky commented on the Memorial Day/Unification of Jerusalem Day event. Further, he commented on phone calls he's received regarding the SW 10th Street Project, whereby, Master Management will have an FDOT briefing on June 19th. Thereafter, he commented on other phone calls, which were addressed by BSO. Lastly, he said the light pole was removed from the entrance.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Crystal Lake - Commissioner Shanetzky said the foliage issue barrier has been remedied by the cemetery. Thereafter, he commented on the Memorial Day event held at Meadows at Crystal Lake. Additionally, city staff is working with the Meadows on their traffic issues, as well as possibly adding a sidewalk in the area.

Citywide - Commissioner Shanetzky commented on a meeting he attended with the Veterans Coalition of Coral Springs. Thereafter, he commented on the veteran parking spaces at the Tigner Center, as well as a tour he took at the American Red Cross Distribution Center, whereby, they offer free smoke detectors and will assist with the installation. Lastly, he spoke in support of the Mayor's suggesting regarding the implementation of a Blue-Ribbon Panel.

COMMISSIONER PLAUT**DISTRICT 4**

Meetings/Events - Commissioner Plaut encouraged everyone to sign up for the City newsletter. Thereafter, he commented on various meetings/events he's attended.

VICE MAYOR PRESTON**DISTRICT 2**

Juneteenth Event - Vice Mayor Preston said the event will take place on June 14th. Thereafter, he encouraged everyone to attend.

MAYOR DROSKY

Flooding Issues - Mayor Drosky encouraged residents to be patient and vigilant during rainy season. Thereafter, he thanked staff for their prompt response to the following issues.

School Zone Cameras - Mayor Drosky reminded everyone of the cameras and although the cameras will be dormant during the summer, he encouraged everyone to be aware of their speed.

Copper Wire - Mayor Drosky said the news piece will be displayed at the next commission meeting.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston, to adjourn the meeting at 9:10 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

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

April 8, 2025

Special Magistrate Andrew Dunkiel, in the City Commission Room, called the meeting to order at 10:00 AM.

PRESENT: Patesha Johnson, Code Compliance Supervisor
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Eric Villanueva, Code Compliance Inspector
Hector Barrett, Code Compliance Inspector
Paulette Sybron, Administrative Assistant

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Address</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	25010272	REAL SUB LLC %PUBLIX SUPERMARKETS INC	110 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY \$80 PROSECUTION COST
2	25010273	EMMANUEL CHRISTIAN CENTER INC	216 SW 2 CT, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY \$80 PROSECUTION COST
4	25010269	CAMPBELL CORNER LLC	447 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- CARLOS VELASCO FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY \$80 PROSECUTION COST
5	25010270	EASTON INVESTMENTS REDUX LLC	100 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY \$80 PROSECUTION COST
6	25010251	ENDI-SOUTH INC	116 SE 3 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- KIT LEFABVRA FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY

					\$80 PROSECUTION COST
7	25010257	SHOON PROPERTIES LLC	261 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY \$80 PROSECUTION COST
8	25010260	HILLSBORO PARTNERS LLC %INVESTMENTS LIMITED LLC	1000 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY \$80 PROSECUTION COST
9	25010261	SUNSHINE STORAGE INC	49 SE 7 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- SCOTT SCHMALZ FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY \$80 PROSECUTION COST
10	25010262	SUNSHINE STORAGE INC	105 SE 7 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- SCOTT SCHMALZ FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY PROSECUTION COST WAIVED
11	25010263	SUNSHINE STORAGE	101 SE 7 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- SCOTT SCHMALZ FINAL ORDER ISSUED COMPLY BY 5-9-2025

					\$250 PER DAY PROSECUTION COST WAIVED
14	25010219	321 EAST HILLSBORO LLC	321 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$250 PER DAY \$80 PROSECUTION COST
15	25010051	CCC FINANCING I CORP C/O RYAN LLC	3001 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
16	25010042	SNL IOV WILES OWNER LLC	2501 NW 48 ST, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
18	25010041	WACHOVIA BANK NA % THOMSON REUTERS	3668 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-4-2025 FOR \$250 PER DAY
19	25010027	FAIRWAY ENTERPRISES INC	501 FAIRWAY DR, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- DONALD ANDERSON CERTIFIED WITH \$80 PROSECUTION COST
21	25020090	MATHIS, ULYSSES EST % JUANITA C MATHIS	225 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-17-205 FOR \$1,000 AND 4-4-2025 FOR \$250 PER DAY

				PROPERTY Section 34-144 - Maintenance requirements.	
23	25020112	BIEN-AIME,HERO	1341 SW 5 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-9-2025 \$150 PER DAY \$80 PROSECUTION COST
28	24100065	SFR 2012-1 FLORIDA LLC	300 SW 32 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-4-2025 FOR \$150 PER DAY
30	25030006	DEERCREEK PLAZA LLC	103 N POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-8.(c)(3)(a)(1) - Signs allowed.	RESPONDENT WAS PRESENT- ATTORNEY KEVIN KANE FINAL ORDER ISSUED COMPLY BY 6-6-2025 \$125 PER DAY \$80 PROSECUTION COST
31	25010083	BOYS & GIRLS CLUBS OF BROWARD COUNTY INC	27 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 6-10-2025

32	25010030	POMPANO OPS LAND LLC	2501 NW 48 ST, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-9-2005 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
33	24100114	DB 2151 MEDICAL OFFICE LLC	2151 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- ARON MANDEL EXTENDED TO 6-10-2025
34	25010004	MAR CENTER LLC	1456 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE Section 38- 263. - Local business tax receipt required.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
35	25010005	CASTRO DEERFIELD LLC	1289 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-4-2025 FOR \$150 PER DAY PER VIOLATION

				REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
36	25020025	31 STREET LLC	2625 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
37	24100115	AMERICAN EAGLE POWER, LLC	254 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- WAGNER DECARVALHO EXTENDED TO 5-9-2025
38	24100054	WAB DEPOT DEER LLC & DEERFIELD BEACH FL CO LLC	60 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(2) - Landscape Requirements.	RESPONDENT NOT PRESENT EXTENDED TO 6-10-2025
39	25010271	MANCINI DEVELOPMENT IP LC	1865 S POWERLINE RD, UNIT A, DEERFIELD BEACH, FL 33442 A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- STEVE STAFFORD FINAL ORDER ISSUED COMPLY BY 7-4-2025 \$125 PER DAY \$80 PROSECUTION COST

40	24120007	INTERTEK DIXIE PLAZA LLC ATTN: EZRA ESKANDRY	5225 N DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- EZRA ESKANDRY FINAL ORDER ISSUED COMPLY BY 6-6-2025 \$125 PER DAY \$80 PROSECUTION COST
41	25010237	WILLIAMS,DERRICK	250 NW 38 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT CONTINUED TO 7-8-2025
42	25010238	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- GAIL SCHMIDT CONTINUED TO 7-8-2025
43	25010239	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- GAIL SCHMIDT CONTINUED TO 7-8-2025
45	25010155	KING,GAIL	4721 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
46	25010185	HAUN-JA JOH LIV TR JOH,HAUN-JA TRSTEE	1199 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- HAUN JA JOH FINES IMPOSED AS OF 4-4-2025 FOR \$150 PER DAY
47	25020087	HEINSOHN,JOY SMITH,MICHAEL	910 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT; Sec. 98-114 (1-5). - Certificate of occupancy.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
48	25020066	NOVAES,LUZIA NETA	1016 HARWOOD C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- LUZIA NOVAES FINE IMPOSED AS OF 4-4-2025 FOR \$150 PER DAY
51	25010218	HILLSBORO PARTNERS LLC	1000 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	FIRE PREVENTION CODENFPA 1:10.2.1 Fire Code	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 6-10-2025
52- 59	24120076	LLD LLC	154 SE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 5-13-2025

60	25010010	AUTO PROPERTIES LLC	4381 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 5-13-2025
61	25010011	AUTO PROPERTIES LLC	4381 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 5-13-2025
62	25010044	75 TENTH INVESTMENTS LLC	71 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Chapter 78 - COMMUNITY APPEARANCE BOARD; Sec. 78-6.(a-c) - Submission of plans and specifications.	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 5-13-2025
63	25010015	PALM PLAZA AP LLC /Grades and elevation	811 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-83. - Grades and elevations.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
64	24060060	CHILDREN'S WEST WAREHOUSE LTD %PARTNERSHIP/Mt. of Dev	158 NW ELLER ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-4-2025 FOR \$150 PER DAY
69	24100130	JORDAN,JUSTIN A	868 SE 12 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLIED BY 5-9-2025 \$250 PER DAY PER VIOLATION

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 2 UNSAFE STRUCTURES Sec. 2-146(a). - Unsafe buildings; DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(b) - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD	\$80 PROSECUTION COST
72	25010182	ALLEN,AMANDA	4330 NE 6 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT-AMANDA ALLEN CONTINUED TO 4-25-2025
89	24020023	SUNSHINE STORAGE INC	833 S DEERFIELD AVE, UNIT 1,DEERFIELD BEACH, FL 33441 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT-SCOTT SCHMALZ CERTIFIED WITH \$80 PROSECUTION COST

90	24020026	DEERFIELD BEACH ES HOTEL LLC	950 SE 20 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- JORGE MADRIGAL CERTIFIED WITH \$80 PROSECUTION COST
91	25010183	PAMELA J VILLELLA REV TR VILLELLA,PAMELA J TRSTEE	101 NE 19 AVE, UNIT 200,DEERFIELD BEACH, FL 33441 200	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 5-9-2025
92- 140	24110027	BALTA,DENIZ	1428 SE 4 AVE, UNIT 101, DEERFIELD BEACH, FL 33441 101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98.52 (c) RSO, residential/office.	RESPONDENT WAS PRESENT- DAN KEYSER EXTENDED TO 4-25-2025
142	25010009	SILVIA AND SANTOS HOMES LLC	138 FARNHAM F, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- JIM SANTOS EXTENDED TO 4-25-2025
143	25030008	MUI MUI HO LIV TR HO,MUI MUI TRSTEE	238 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- PUI HO FINAL ORDER ISSUED COMPLY BY 4-22-2025 \$150 PER DAY

					\$80 PROSECUTION COST
142	25010009	SILVIA AND SANTOS HOMES LLC	138 FARNHAM F, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- JIM SANTOS EXTENDED TO 4-25-2025
144	25020113	BATMASIAN,JAMES H & BATMASIAN,MARTA T	159 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND D ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98- 16 - Maintenance of development	RESPONDENT WAS PRESENT- DONALD ANDERSON REVISED FINAL ORDER ISSUESD COMPLY BY 6-6-2025 \$125 PER DAY \$80 PROSECUTION COST
A	15090037	TEMKIN,JESSICA FENSTER,JASON	613 NE 19 Ave DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
B	17050139	THIX LLC	1311 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
May 1, 2025
MEETING MINUTES**

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

ROLL CALL

Present: Michelle Balaun
Kanthiah Easwara Chandran, Alternate
Keith Porter
Bridget Beckford, Vice Chair
Brian Bennett, Chair

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

Absent: Joe Chancy, Alternate
William Lane

SEATING OF ALTERNATES

Mr. Chandran sat in for those not in attendance.

APPROVAL OF MINUTES

Ms. Beckford made a motion, seconded by Mr. Chandran to approve the April 3, 2025 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

Board Responsibilities - Chris Suneson, Assistant Director of Planning and Development Services, provided a brief overview of the application process.

Public Records and Sunshine Laws - Debra Reese, Assistant City Attorney, provided a brief overview of the laws.

Thereafter, she entertained questions posed by the Board.

STAFF REPORT

None.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Vice Chair Beckford made a motion, seconded by Mr. Porter to adjourn the meeting at 8:16 p.m. The motion CARRIED by unanimous vote.

Brian Bennett, Chair
Planning and Zoning Board

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Tuesday, May 20, 2025
Village of Sea Ranch Lakes Village Hall, 1 Gatehouse Road, Sea Ranch Lakes, Florida

MEMBERS PRESENT:

Chair Denise Bryan
Vice Chair Laurence Gore
Commissioner Scott Loesel (via Zoom)
Commissioner Tyler Chappell (via Zoom – 4:53 PM)
Commissioner Randy Strauss
Commissioner Robert O'Neill

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Robert Andrews, District Accountant
Kimberly Longo, District Secretary
Dennis Hamminga, General Manager, Royal IHC
Steve Miller, Ellicott Dredges
Lori Smith,-Lalla, Assistant General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L. (via Zoom)
Zak Bedell, Foth Environment and Infrastructure, LLC (via Zoom)
Ben Gross, Project Coastal Engineer, Foth Environmental and Infrastructure, LLC

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 4:30 PM.

APPROVAL OF MINUTES: A Motion to approve the April 21, 2025, Regular Meeting Minutes was made by Vice Chair Gore and seconded by Commissioner Strauss.

Chair Denise Bryan
Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Randy Strauss
Commissioner Robert O'Neill

The Motion, to approve the Regular Meeting Minutes was approved unanimously. (5-0)

APPROVAL OF SPECIAL MEETING MINUTES: A Motion to approve the May 9, 2025, Special Meeting Minutes was made by Commissioner Strauss and seconded by Commissioner Loesel.

Chair Denise Bryan
Vice Chair Laurence Gore

Commissioner Scott Loesel
Commissioner Randy Strauss
Commissioner Robert O'Neill

The Motion, to approve the Special Meeting Minutes was approved unanimously. (5-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Vice Chair Gore and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$113,190.45. The bills were reviewed and discussed in detail.

Chair Denise Bryan
Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Randy Strauss
Commissioner Robert O'Neill

The Motion to approve the outstanding bills in the amount of \$113,190.45 was approved unanimously. (5-0)

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

Chair Denise Bryan
Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Randy Strauss
Commissioner Robert O'Neill

The Motion to approve the current month's expenses of approximately \$50,000.00 was approved unanimously. (5-0)

INLET STATUS REPORT: Captain Woodworth Draughon presented the Inlet depth chart, which depicted eight (8') feet controlling depth shoreward and five (5') feet controlling depth seaward.

Captain Draughon advised the Board that the crew performed general maintenance.

Captain Draughon advised the Board that they are three weeks out of getting the dredge back and into the water. He provided pictures of the dredge repair to date.

PUBLIC COMMENTS: None.

OLD BUSINESS

UPDATE REGARDING DEP AND USACOE PERMIT APPLICATIONS: Ben Gross of Foth Environment and Infrastructure, LLC advised that the Division of State Lands Department of Environmental Protection has acknowledged that they have reviewed the draft submerged lease

drawing and it appears to be sufficient for final submittal. He advised that they have requested that the surveyor finalize the draft drawing and provide it to them and they will provide it with the other responses to FDEP.

Mr. Gross provided an update regarding the ACOE permit. He advised that everything has been submitted and ACOE is actively reviewing the submittals, and the application is being routed internally for the necessary review and approvals. There is no timeline.

DREDGE REPAIR UPDATE: Chair Bryan advised that the District is three weeks out for the dredge to be repaired and back up and running.

DISCUSSION REGARDING PURCHASE OF NEW DREDGE AND FINANCING OPTIONS: Chair Bryan advised the Board that Captain Draughon and Assistant Captain Cuevas are going to put together a list of specifications for a new dredge.

Dennis Hamminga of IHC provided a presentation about their company and the construction of a new dredge. He provided his opinion on what size dredge to construct to provide for more sand on the beach. Mr. Hamminga also stated that his company can assist with the sale of the District's existing dredge and sale of the old pipe.

Steve Miller of Ellicott Dredges, LLC advised the Board that he was involved in the 2007 procurement with the District for a new dredge and is very familiar with the Hillsboro Inlet. He advised that the District should look at a more common setup of a dredge, and utilize off-the-shelf components. Mr. Miller advised that the District can specify the particulars for the dredge, and Ellicott can offer something that is standard, and if the dredge needs to be repaired, it will be a shorter downtime. He also advised that Ellicott can offer a trade-in on the current dredge.

The Board discussed having the proposal include proprietary vs. non-proprietary replacement materials.

DISCUSSION REGARDING PURCHASE OF NEW DREDGE AND FINANCING OPTIONS: Lori Smith-Lalla, Assistant General Counsel discussed financing options for the new dredge. She discussed lease purchase contracts and advised that there are banks that do lease purchases. Ms. Smith-Lalla also discussed installment loan agreements. She recommended that the District possibly hire a financial advisor online to help sell this loan to a bank to get the best rate possible.

The District can also look into the companies who provide the work to provide financing.

District Account Robert Andrews advised the District that they need to discuss the millage rate as financing the dredge will require a change in the millage rate.

GENERAL COUNSEL COMMENTS: Attorney Tolces advised the Board that the next meeting will be June 9, 2025.

COMMISSIONER COMMENTS: Chair Bryan advised the Board that Captain Draughon stated

he has two employees, Alex Alvarado and Joseph Trotta, that he recommends for a salary increase for all of their hard work and advised the Board that they have gone over and beyond in their job duties. Captain Draughon discussed the job items they do on a daily basis. A Motion was made by Commissioner O'Neill and seconded by Vice Chair Gore for the approval of Alex Alvarado for a pay raise from \$36.00 to \$39.00 per hour and Joseph Trotta from \$33.00 to \$36.00 per hour.

Chair Denise Bryan
Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Randy Strauss
Commissioner Tyler Chappell
Commissioner Robert O'Neill

The Motion to approve the \$3.00 per hour pay increase for Alex Alvarado and Joseph Trotta was approved unanimously. (6-0)

ADJOURNMENT: Motion was made by Commissioner Strauss to adjourn the meeting and seconded by Commissioner O'Neill. The meeting was adjourned at 5:46 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary



Regular City Commission Meeting - June 17, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 17, 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 June 17, 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 June 17, 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 June 17, 2025.

i. Use the following link below to access the meeting via Zoom:

<https://deerfield-beach.zoom.us/j/86770245393?pwd=Hy7FCUaVML1k4za98VQKZ2Flh5X89s.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: 867 7024 5393#, Participant ID: #, Passcode: 175051#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on June 17, 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. 2025-279

Agenda Date: 6/17/2025

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2025-086: APPLICATION: 25-P-241

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant is requesting approval to amend the latest Agreement for Amendment of Notation on Plat recorded in Official Records Book 41361, Page 573 (the Plat Note) to match the as-built figures from an ALTA/NSPS Land Title Survey dated July 19, 2023. In connection with the acquisition of the Property, it was discovered that the as-built square footage figures of the buildings are slightly inconsistent with the square footages permitted in the latest agreement. Thus, the applicant is requesting to amend:

- Parcel A restriction of 488,303 square feet of industrial use to 503,944 square feet of industrial use;
- Parcel A-1 restriction of 104,462 square feet of “flex” industrial use to 105,298 square feet of industrial use; and
- Parcel B restriction of 70,492 square feet of office use to 72,119 square feet of office and industrial uses.

Additionally, the applicant proposes to remove the plat note restriction stating, “Commercial/retail uses and freestanding office buildings are not permitted on Parcel A and no retail uses are permitted on Parcel B without the approval of the Board of County Commissioners, who shall review and address these uses for increased impacts. Industrial buildings may have no more than 30% ancillary office per building.”

City staff coordinated with the Broward County Urban Planning Division staff, who have no objections to the proposed language.

The applicant is requesting to amend the latest Agreement for Amendment of Notation on Plat as follows:

Existing Note:

“Parcel A is restricted to 488,303 square feet of industrial use. Parcel A-1 (see attached legal

description) is restricted to 104,462 square feet of “flex” industrial use. Parcel B is restricted to 70,492 square feet of office use. Commercial/retail uses and freestanding office buildings are not permitted on Parcel A and no retail uses are permitted on Parcel B without the approval of the Board of County Commissioners, who shall review and address these uses for increased impacts. Industrial buildings may have no more than 30% ancillary office per building.”

Proposed Note:

“Parcel A is restricted to 503,944 square feet of industrial use. Parcel A-1 is restricted to 105,298 square feet of industrial use. Parcel B is restricted to 72,119 square feet of office and industrial uses.”

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PLAT APPLICATION FROM B10 QUIET WATERS OWNER A, LLC AND B10 QUIET WATERS OWNER B, LLC, TO AMEND THE PLAT NOTE FOR THE APPROXIMATELY 45.61 ACRE PROPERTY LOCATED AT 710-750 SOUTH POWERLINE ROAD AND 3155-3161 SW 10TH STREET, IN THE I AND B-3 ZONING DISTRICTS, TO REFLECT AS BUILT SQUARE FOOTAGES AND PERMIT 72,119 SQUARE FEET OF INDUSTRIAL AND OFFICE USES ON PARCEL B (APPLICATION NO. 25-P-241); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 25-P-241 (the “Plat Application”) has been submitted to the City by B10 Quiet Waters Owner A, LLC and B10 Quiet Waters Owner B, LLC (collectively, the “Applicant”) seeking to amend the plat note for the approximately 45.61-acre property located at 710-750 South Powerline Road and 3155-3161 SW 10th Street, to reflect the as-built square footages and permit 72,119 square feet of industrial and office uses on Parcel B (collectively, the “Development”); and

WHEREAS, the site for the Development is approximately 45.61 acres legally described as GREYSTAR PLAT 173-1 B TRACT A and GREYSTAR PLAT 173-1 B TRACT B according to the plat recorded in Plat Book 173, page 1, as more particularly described in the file and located at 710-750 South Powerline Road and 3155-3161 SW 10th Street, Deerfield Beach, Florida, in the Industrial (I) and General Business (B-3) Zoning Districts (the “Property”); and

WHEREAS, the Applicant is requesting to amend the restrictive plat note in the Agreement for Amendment of Notation on Plat (Book 41361 Page 573) to reflect as built square footages on the Property, and to permit an amendment to the restrictive plat note for Parcel B of the Property from 70,492 square feet of office use to 72,119 square feet of office and industrial uses; and

WHEREAS, the Plat Application for the Development was reviewed by pertinent City staff and recommended for approval; and

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

WHEREAS, the City Commission has determined that the Plat Application meets all departmental and Land Development Code requirements and finds it in the best interest of the City to approve the Plat Application.

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 Plat Application is hereby approved, subject to the conditions set forth in the Plat Application and the Development Review Comments, as amended and dated June 5, 2025, which conditions are hereby incorporated herein by this reference.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING THE PLAT APPLICATION FROM B10 QUIET WATERS OWNER A, LLC AND B10 QUIET WATERS OWNER B, LLC, TO AMEND THE PLAT NOTE FOR THE APPROXIMATELY 45.61 ACRE PROPERTY LOCATED AT 710-750 SOUTH POWERLINE ROAD AND 3155-3161 SW 10TH STREET, IN THE I AND B-3 ZONING DISTRICTS, TO REFLECT AS BUILT SQUARE FOOTAGES AND PERMIT 72,119 SQUARE FEET OF INDUSTRIAL AND OFFICE USES ON PARCEL B (APPLICATION NO. 25-P-241); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 25-P-241 (the “Plat Application”) has been submitted to the City by B10 Quiet Waters Owner A, LLC and B10 Quiet Waters Owner B, LLC (collectively, the “Applicant”) seeking to amend the plat note for the approximately 45.61-acre property located at 710-750 South Powerline Road and 3155-3161 SW 10th Street, to reflect the as-built square footages and permit 72,119 square feet of industrial and office uses on Parcel B (collectively, the “Development”); and

WHEREAS, the site for the Development is approximately 45.61 acres legally described as GREYSTAR PLAT 173-1 B TRACT A and GREYSTAR PLAT 173-1 B TRACT B according to the plat recorded in Plat Book 173, page 1, as more particularly described in the file and located at 710-750 South Powerline Road and 3155-3161 SW 10th Street, Deerfield Beach, Florida, in the Industrial (I) and General Business (B-3) Zoning Districts (the “Property”); and

WHEREAS, the City Commission has reviewed the Plat Application and finds that the Plat Application fails to satisfy the requirements of _____.

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 Plat Application is hereby denied based upon the failure to meet the requirements of _____.

Section 3. All resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

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

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

June 2, 2025

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

P.H. 2025-086: APPLICATION: 25-P-241

Applicant: B10 Quiet Waters Owner A LLC and B10 Quiet Waters Owner B LLC represented by Shutts and Bowen LLP

Proposal: Seeking Plat Note Amendment application approval to amend the restrictive plat note in the Agreement for Amendment of Notation on Plat (Book 41361 Page 573) to reflect as built square footages and modify the uses on Parcel B to permit industrial and office uses.

Location: The property is generally described as GREYSTAR PLAT 173-1 B TRACT A and GREYSTAR PLAT 173-1 B TRACT B and located at **710-750 South Powerline Road and 3155-3161 SW 10th Street.**

A public hearing will be held on **TUESDAY, JUNE 17, 2025 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas on June 6, 2025 or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 250-4124.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

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

Heather Montemayor, CMC, City Clerk

500ft Public Notification Boundary



Public Hearing Notice Map

App 25-P-241

3155-3161 SW 10th Street
710-750 S Powerline Road

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



0 200 400
Feet





PUBLIC NOTICE

APPLICATION 25-P-241

May 16, 2025

Dear Property Owner:

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

B10 Quiet Waters Owner A LLC and B10 Quiet Waters Owner B LLC represented by Shutts and Bowen LLP

Seeking Plat Note Amendment application approval to amend the restrictive plat note in the Agreement for Amendment of Notation on Plat (Book 41361 Page 573) to reflect as built square footages and modify the uses on Parcel B to permit industrial and office uses. The property is generally described as GREYSTAR PLAT 173-1 B TRACT A and GREYSTAR PLAT 173-1 B TRACT B, and located at **710-750 South Powerline Road and 3155-3161 SW 10th Street**.

A public hearing will be held on **THURSDAY, June, 5 2025, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441**. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 250-4124.

Any person wishing to appeal any decision made by the Planning and Zoning Board with respect to any of the above, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The above notice is required by State Law (FS 286.0105.) **Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed in order to appeal any decision of the Board. If anyone requires auxiliary aids for communication, please call (954) 480-4206.

Eric Power
Director of Planning & Development Services



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	25-P-241
Project Name:	Greystar Plat
Applicant:	B10 Quiet Waters Owner A LLC and B10 Quiet Waters Owner B LLC
Agent:	Shutts and Bowen LLP
Requested Action/Description:	Seeking Plat Note Amendment application approval to amend the restrictive plat note in the Agreement for Amendment of Notation on Plat (Book 41361 Page 573) to reflect as built square footages and modify the uses on Parcel B to permit industrial and office uses.
Location:	710-750 South Powerline Road and 3155-3161 SW 10 th Street
Legal Description:	GREYSTAR PLAT 173-1 B TRACT A and GREYSTAR PLAT 173-1 B TRACT B
Size:	45.61 gross acres (1,986,804 SF)
Existing Zoning:	Industrial (I) and General Business (B- 3)
Existing Use:	Warehouse and Office
Future Land Use Plan Designation:	Industrial
Surrounding Land Use and Zoning:	
Existing Use:	Zoning:
North: Multi-Family Residential	RM-15 Multi-Family, Residential
East: Multi-Family Residential	RM-15 Multi-Family, Residential
South: Warehouse, Industrial	I Industrial
West: Open Space Recreational	S-1c Open Space Recreation District
Applicable Regulations:	City of Deerfield Beach Land Development Code
Plat Restrictions:	Existing: Parcel A is restricted to 488,303 square feet of industrial use.

Parcel A-1 (see attached legal description) is restricted to 104,462 square feet of “flex” industrial use. Parcel B is restricted to 70,492 square feet of office use. Commercial/retail uses and freestanding office buildings are not permitted on Parcel A and no retail uses are permitted on Parcel B without the approval of the board of county commissioners who shall review and address these users for increased impacts. Industrial buildings may have no more than 30% ancillary office per building.

Proposed: Parcel A is restricted to 503,944 square feet of industrial use. Parcel A-1 is restricted to 105,298 square feet of industrial use. Parcel B is restricted to 72,119 square feet of office and industrial uses.

Department Comments & Requirements

REQUEST:

The Applicant is requesting approval to amend the latest Agreement for Amendment of Notation on Plat recorded in Official Records Book 41361, Page 573 (the Plat Note) to match the as-built figures from an ALTA/NSPS Land Title Survey dated July 19, 2023.

In connection with the acquisition of the Property, it was discovered that the as-built square footage figures of the buildings are slightly inconsistent with the square footages permitted in the latest agreement. Thus, the applicant is requesting to amend:

- Parcel A restriction of 488,303 square feet of industrial use to 503,944 square feet of industrial use,
- Parcel A-1 restriction of 104,462 square feet of “flex” industrial use to 105,298 square feet of industrial use
- Parcel B restriction of 70,492 square feet of office use to 72,119 square feet of office and industrial uses.

Additionally, the applicant proposes to remove the plat note restriction stating, “Commercial/retail uses and freestanding office buildings are not permitted on Parcel A and no retail uses are permitted on Parcel B without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. Industrial buildings may have no more than 30% ancillary office per building.”

Staff has coordinated with the Broward County Urban Planning Division staff who has no objections to the proposed language.

The Broward County Urban Planning Division staff has indicated that the County has no objections to the proposed language.

Existing Note:

“Parcel A is restricted to 488,303 square feet of industrial use. Parcel A-1 (see attached legal description) is restricted to 104,462 square feet of “flex” industrial use. Parcel B is restricted to 70,492 square feet of office use. Commercial/retail uses and freestanding office buildings are not permitted on Parcel A and no retail uses are permitted on Parcel B without the approval of the board of county commissioners who shall review and address these users for increased impacts. Industrial buildings may have no more than 30% ancillary office per building.”

Proposed Note:

“Parcel A is restricted to 503,944 square feet of industrial use. Parcel A-1 is restricted to 105,298 square feet of industrial use. Parcel B is restricted to 72,119 square feet of office and industrial uses.”

BACKGROUND:

The submitted plat note application is a standalone application with no additional or concurrent applications associated with the submittal. The site is comprised of 7 existing structures with no proposed expansions or additions at this time.

Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission.

The County requires approval from the City as part of their approval process for the plat.

COMMENTS:

The application was reviewed by the Development Review Committee (DRC), for which the only pertinent review was by the Planning & Zoning Division. Staff comments related to assuring that proposed Plat Note process and plat restriction were approved by the Broward County Planning & Development Management Division. All staff comments have been addressed and staff DRC comments are attached to this report.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Greystar	Application No.:	25-P-241
Reviewer Name:	Daniel Mantell	Project Address:	710-750 South Powerline Road
Department/Division:	Planning and Development		
Position:	Planning & Zoning Manager		
Date of Review:	05/09/2025		
Submittal No.:	2		

A. APPLICATION / GENERAL COMMENTS:

1.	The Project coordinator, Daniel Mantell, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
1a.	Comment acknowledged.
2.	On the Development Plan Application, provide the description of project – “Amend Plat Note” rather than referring to the attached letter.
2a.	Comment addressed.
3.	On the Development Plan Application, provide the agent signature for David Coviello and Armando Hassan.
3a.	Comment addressed.
4.	Per Section 98-13(b)(5) Provide disclosure affidavits for all owners and representatives acting on behalf of the application. Provide a signed disclosure affidavit for David Coviello.
4a.	Comment addressed.
5.	The Plat Note Amendment Application, Attachment F, must be completed and filled out. Do not refer to an exhibit rather state the existing plat note and the proposed plat note.
5a.	Comment addressed.
6.	Per Sec. 98-35 All applications proceeding to City Commission shall comply with requirements for public notice, including payment of all required public notification fees, submittal of all documents and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist can be accessed at http://www.deerfield-

Development Plan Application Comments

	beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
6a.	Comment addressed.
7.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
7a.	Comment addressed.
8.	The proposed plat note language refers to Parcel A-1, but the proposed plat does not depict this parcel. Has the proposed plat note language been reviewed by the Broward County for consistency?
8a.	Yes, the County has sign-off on the proposed plat note language. The item is ready to be approved by County Commission, pending the no objection from Deerfield Beach. Tracts are permitted to be bifurcated per plat notes, as was the case here. Tract A-1 is comprised of Building 1 only. Tract A is comprised of Buildings 2-5.
9.	"Zoning Information" tables on Sheet 1 of 3 of the proposed plat refers the reader to the "city of Bradenton" for further information. Please note this application is being processed by the City of Deerfield Beach. Update accordingly.
9a.	Comment addressed.
10.	A minor site plan modification will be required to be submitted concurrently with the SW 10 th Street Improvement Project.
10a.	Comment acknowledged.
11.	Be advised that based on the corrections requested, additional DRC comments may be forthcoming following resubmittal.
11a.	Comment acknowledged.
12.	Resubmittals shall be provided with written narrative responding comments.
12a.	Comment acknowledged.



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION

TYPE OF REQUEST (check all that apply)

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

Project Name: Greystar

Property Owner: B10 Quiet Waters Owner A LLC and B10 Quiet Waters Owner B LLC

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): David Coviello

Address of Property: 710-750 South Powerline Road, Deerfield Beach, FL

Legal Description of Property (lot, block, tract, subdivision): Tract A & B, Greystar Plat, according to the Plat thereof, recorded in Plat Book 173, Pages 1 through 4, Inclusive, Broward County, Florida, Public Records

Description of Project: Amend Plat Note

New Development (Y/N):	<u>No</u>	☒ Modification to Existing Development (Y/N):	<u>No</u>
Zoning District:	<u>"B-3" & "I"</u>	Future Land Use Category:	<u>Industrial</u>
Existing Use:	<u>Industrial/Office</u>	Proposed Use:	<u>Industrial/Office</u>
Lot Area (acres):	<u>45.61</u>	Number of Dwelling Units (proposed):	<u>n/a</u>
Sq. Ft. of Structure (existing):	<u>681,361</u>	Sq. Ft. of Structure (proposed):	<u>681,361</u>

Agent Signature: [Signature]

Name Printed: David Coviello

Address: Shutts & Bowen LLP, 200 S Biscayne Blvd, Miami Florida, 33131, Suite 4100

Telephone: (305) 415-9437

Email: dcoviello@shutts.com

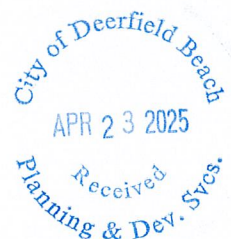
Owner Signature: [Signature]

Name Printed: Warren W. Vaughan, Jr.

Address: c/o Shutts & Bowen LLP, 200 S Biscayne Blvd, Miami Florida, 33131, Suite 4100

Telephone: (305) 415-9437

Email: dcoviello@shutts.com



INTERNAL USE ONLY

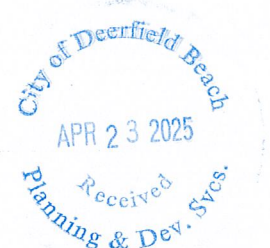
SUBMITTAL DATE: _____

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

Total Fees Paid: _____

Cost Recovery

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



Revision Date: (11/26/2019)

Page 2 of 2

B10 Quiet Waters Owner A LLC; and
B10 Quiet Waters Owner B LLC
602 W. OFFICE CENTER DRIVE, SUITE 200
FORT WASHINGTON, PA 19034

March 25, 2025

Eric M. Power, Planning & Development Services Director
City of Deerfield Beach
Planning & Zoning Division
150 NE 2nd Avenue
Deerfield Beach, FL 33441

RE: Greystar, Plat Note Amendment—Agent Authorization Letter

Dear Mr. Power:

Please accept this correspondence as our authorization on behalf of B10 Quiet Waters Owner A LLC; and B10 Quiet Waters Owner B LLC for our agents, Armando Hassun, David Coviello and Shutts & Bowen LLP, to submit the plat note amendment application and represent our interests as it relates to the plat note amendment application, as discussed in the letter of intent. Mr. Hassun and Mr. Coviello's information is as follows:

Armando Hassun, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
Direct: 305-347-7348
Email: ahassun@shutts.com

David Coviello, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
Direct: 305-415-9437
Email: dcoviello@shutts.com

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

Sincerely,



Name: Warren W. Vaughan, Jr.
Title: Managing Director



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

none

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

none

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

none

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
 5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
 6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Warren W. Vaughan, Jr., have received a copy of the ordinance and understand the ordinance requirements.

Applicant

W. W. Vaughan, Jr.
Signature

01/06/25

Date

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

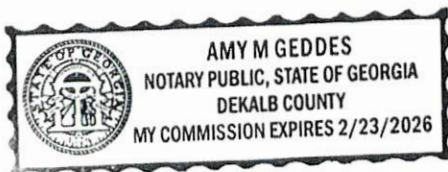
notarization, this 6th day of January, 2025 by

Warren W. Vaughan, Jr. (Affiant), who is personally

known to me or has produced personally known identification.

My commission expires: 02/23/26

Commission No.: NA



Amy M Geddes
(Signature of Notary Public - State of Georgia)
Amy M Geddes
(Print, Type, or Stamp Commissioned Name of Notary Public)



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(Attach additional sheets as needed for each item.)

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6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

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

I, **David Coviello**, have received a copy of the ordinance and understand the ordinance requirements.

Applicant


Signature

4/16/25
Date

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

notarization, this 18th day of APRIL, 2025 by

DAVID COVIELLO (Affiant), who is personally

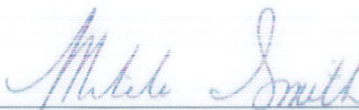
known to me or has produced _____ identification.

My commission expires: 5/31/2025

Commission No.: HH134740



MICHELE SMITH
Commission # HH 134740
Expires May 31, 2025
Bonded Thru Budget Notary Services


(Signature of Notary Public - State of Florida)

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



DISCLOSURE AFFIDAVIT

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(Attach additional sheets as needed for each item.)

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none

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none

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

none

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5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

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

I, Armando Hassun, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

04-15-25
Date

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

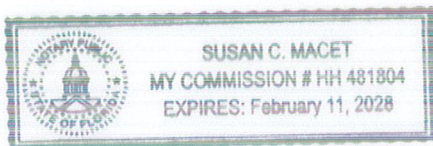
notarization, this 15 day of April, 2025 by

Armando L. Hassun (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____



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

Susan C. Macet
(Print, Type, or Stamp Commissioned Name of Notary Public)



DAVID J. COVIELLO
PARTNER
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, FL 33131
DIRECT (305) 415-9437
EMAIL DCoviello@shutts.com

January 7, 2025

VIA EMAIL

Eric M. Power, Planning & Development Services Director
City of Deerfield Beach
Planning & Zoning Division
150 NE 2nd Avenue
Deerfield Beach, FL 33441

**Re: Greystar Plat - Plat Book 173, Page 001 (107-MP-01) (the "Plat")
Development Plan Application for Plat Note Amendment**

Dear Mr. Power:

This firm represents B10 Quiet Waters Owner A LLC and B10 Quiet Waters Owner B LLC (collectively, the "Owner"), the respective owners of the real property located at 710-750 South Powerline Road, Deerfield Beach, FL (collectively, the "Property"). The Property is identified by the Broward County Property Appraiser as Parcel Nos. 484203-23-0010 and 484203-23-0020, respectively. The Owner purchased the Property on July 21, 2023.

In connection with the acquisition of the Property, it was discovered that the as-built square footage figures of the buildings are slightly inconsistent with the square footage figures permitted in the latest Agreement for Amendment of Notation on Plat recorded in Official Records Book 41361, Page 573 (the "Plat Note"). Accordingly, the Owner would like to amend the Plat Note as follows: (i) revise the square footage figures as outlined herein to be consistent with the as-built conditions, and (ii) modify the permitted use on Parcel B from strictly office use to permit office use and light industrial use. Importantly, no new construction is being proposed. A plat note application is pending with Broward County, and the Planning Council has signed-off on the proposed plat note language.

(i) Revise square footage figures on Plat Note to match as-built figures:

As mentioned above, the as-built square footage figures, which are reflected on the enclosed ALTA/NSPS Land Title Survey prepared by Commercial Surveying Specialists, Inc. dated July 19, 2023 are slightly higher than the square footage figures on the Plat Note. See below

for a summary of the differences. Based upon the foregoing, the Owner respectfully requests that the Plat Note be revised to reflect the as-built conditions.

	Plat Note:	Survey (As-Built):	Difference:
Tract A (Buildings 2-5)	488,303 SF	503,944 SF	15,641 SF (across 4 buildings)
Tract A-1 (Building 1)	104,462 SF	105,298 SF	836 SF
Tract B (Buildings 6-7)	70,492 SF	72,119 SF	1,627 SF

(ii) Modify the permitted use on Parcel B:

The owner respectfully requests that the Plat Note be amended to modify the uses on Parcel B, to permit industrial uses in addition to the already permitted office use.

In accordance with the above, below are the proposed changes to the plat note:

From:

Parcel A is restricted to 488,303 square feet of industrial use. parcel a-1 (see attached legal description) is restricted to 104,462 square feet of "flex" industrial use. Parcel B is restricted to 70,492 square feet of office use. commercial/retail uses and freestanding office buildings are not permitted on Parcel A and no retail uses are permitted on Parcel B without the approval of the board of county commissioners who shall review and address these uses for increased impacts. Industrial buildings may have no more than 30% ancillary office per building.

To:

Parcel A is restricted to 503,944 square feet of industrial use. Parcel A-1 is restricted to 105,298 square feet of industrial use. Parcel B is restricted to 72,119 square feet of office and industrial uses.

Note that we had previously discussed items (i) and (ii) above with your office, the changes were deemed not material to warrant a site plan modification. Nonetheless, per the City of

Eric M. Power
January 7, 2025
Page 3

Deerfield Beach's regulations, a resolution from the City Commission is required for the plat note amendment.

We look forward to working with you on this application. In the meantime, if you need anything further, please do not hesitate to contact me.

Sincerely,



David J. Coviello

DJC/sm



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

ATTACHMENT F

APPLICATION FOR PLAT OR PLAT NOTE AMENDMENT

Pursuant to Code Section 98-12.

Application Type (Check applicable box)

☐ Plat Approval

☒ Plat Note Amendment

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

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

REQUIRED SUBMITTALS

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

- ☒ **Complete Application** (including Development Plan Application Form)
- ☒ **Application Processing Fee** (See fee schedule)
- ☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☒ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☒ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☒ **Public Notice Requirements** (for applications requiring City Commission approval only) as required by the provisions set forth in Code Section 98-35(1).
- ☒ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Current Boundary Survey** (*12 months or less*) signed and sealed by a Florida registered surveyor of the subject property, containing the information required by Code Section 98-13(b)(8)(b).
- ☒ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Proposed Plat** consistent with requirements set forth in Article IX Division 3 of the Broward County Land Development Code.
- ☒ **One (1) Digital CD** of required submittals listed above must be provided.
- ☒ **Other Information** may be required as determined by staff.

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

Existing Plat Note: Parcel A is restricted to 488,303 square feet of industrial use. Parcel a-1 (see attached legal description) is restricted to 70,492 square feet of office use. Commercial/retail uses and freestanding office buildings are not permitted on Parcel A and no retail uses are permitted on Parcel B. without the approval of the board of county commissioners who shall review and address these uses for increased impacts. Industrial buildings may have no more than 30% ancillary office per building.

Proposed Plat Note: Parcel A is restricted to 503,944 square feet of industrial use. Parcel A-1 is restricted to 105,298 square feet of industrial use. Parcel B is restricted to 72,119 square feet of office and industrial uses.

Public Notice and Advertising Requirements

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

KATHLEEN L. HALL LAND SURVEYING, INC.
5499 N. FEDERAL HIGHWAY, SUITE P
BOCA RATON, FLORIDA 33487
TEL. (561) 443-0428 FAX. (561) 443-0429
L.B. #6555

DECEMBER, 2001

CFN # 103214056,

Page1 of 4

Recorded 08/14/2003 at 02:05 PM

GREYSTAR PLAT

A REPLAT OF PARCEL "A", KRAFT PLAT (P.B. 171, PG. 100, BCR) AND
A PORTION OF THE RIGHT-OF-WAY OF POWERLINE ROAD; AND
A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF
SECTION 3, TOWNSHIP 48 SOUTH, RANGE 42 EAST
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

DESCRIPTION

PARCEL "A", KRAFT PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 171, PAGE 100, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,

TOGETHER WITH:

A PORTION OF THE RIGHT-OF-WAY OF POWERLINE ROAD (STATE ROAD 845), AS DEDICATED BY KRAFT PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 171, PAGE 100, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

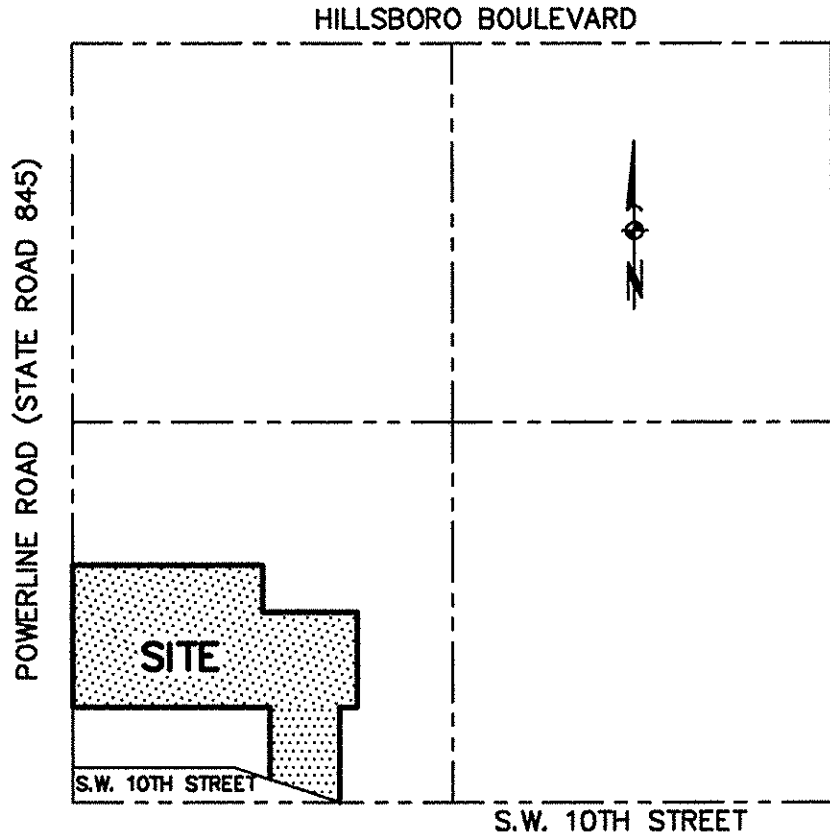
BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "A" OF SAID KRAFT PLAT; THENCE S89°21'46"W, ALONG THE SOUTH BOUNDARY OF SAID KRAFT PLAT, A DISTANCE OF 4.65 FEET; THENCE N00°43'46"W, ALONG A LINE 38.00 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 42 EAST, A DISTANCE OF 300.61 FEET; THENCE N89°16'14"E, ALONG THE BOUNDARY OF AFORESAID PARCEL "A", A DISTANCE OF 12.00 FEET; THENCE S00°43'46"E, ALONG SAID BOUNDARY AND ALONG THE EAST RIGHT-OF-WAY LINE OF AFORESAID POWERLINE ROAD, A DISTANCE OF 270.00 FEET; THENCE S12°45'59"W, ALONG SAID BOUNDARY AND RIGHT-OF-WAY LINE, 31.49 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH:

A PORTION OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N89°36'58"E, ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 1933.30 FEET; THENCE N00°41'32"W, 143.51 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. 10TH STREET PER OFFICIAL RECORDS BOOK 2569, PAGE 354 AND OFFICIAL RECORDS BOOK 4238, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THROUGH SAID POINT BEARS S13°50'44"W), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1225.98 FEET, A CENTRAL ANGLE OF 00°28'25", AN ARC DISTANCE OF 10.13 FEET TO A POINT OF TANGENCY; THENCE N75°40'51"W, ALONG SAID RIGHT-OF-WAY LINE, 300.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1337.98 FEET, A CENTRAL ANGLE OF 11°55'30", AN ARC DISTANCE OF 278.48 FEET; THENCE N00°41'32"W ALONG A LINE 634.07 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST THREE-QUARTERS (W3/4) OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 3, A DISTANCE OF 403.66 FEET; THENCE N89°21'46"E, ALONG THE NORTH LINE OF SAID WEST THREE-QUARTERS (W3/4) OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 3, A DISTANCE OF 574.07 FEET; THENCE S00°41'32"E, ALONG A LINE 60.00 FEET WEST OF AND PARALLEL WITH AFORESAID EAST LINE, A DISTANCE OF 527.12 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 45.630 ACRES, MORE OR LESS.



LOCATION SKETCH
(NOT TO SCALE)

THE "STORM WATER DRAINAGE EASEMENT" IS HEREBY DEDICATED TO THE PUBLIC FOR DRAINAGE, FLOWAGE, AND STORAGE OF STORM WATER FROM S.W. 10TH STREET (STATE ROAD 869) ADJACENT TO THIS PLAT. THE GRANTING OF THIS EASEMENT AND ITS USE BY THE PUBLIC SHALL NOT CREATE ANY OBLIGATIONS ON THE PART OF THE PUBLIC FOR MAINTENANCE WITHIN THE EASEMENT AREA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT QUIET WATERS BUSINESS PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER OF THE LANDS DESCRIBED IN AND AS SHOWN HEREON HAVE CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN, SAID PLAT TO BE KNOWN AS GREYSTAR PLAT, A REPLAT. RIGHT-OF-WAY SHOWN IS DEDICATED TO THE PUBLIC FOR PROPER PURPOSES. THE UTILITY EASEMENT SHOWN IS DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF, THE ABOVE NAMED QUIET WATERS BUSINESS PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY PRYSE R. ELAM, AS MEMBER OF TRADE STREET PARTNERS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, AS MANAGING MEMBER THIS 27 DAY OF June, 2002.

QUIET WATERS BUSINESS PARK, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: ATLANTIC AVENUE PARTNERS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
AUTHORIZED MEMBER

BY: GREYSTAR ATLANTIC, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
AS MANAGING MEMBER

BY: TRADE STREET PARTNERS, LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY,
AS MANAGING MEMBER

WITNESS: David B. Auld
(PRINT NAME)

WITNESS: Elizabeth Schmidt
(PRINT NAME)

BY: Pryse R. Elam
AS MEMBER

DEDICATION ACKNOWLEDGEMENT

STATE OF FLORIDA } SS
COUNTY OF PALM BEACH }
BEFORE ME PERSONALLY APPEARED PRYSE R. ELAM, WHO IS PERSONALLY KNOWN TO ME, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MEMBER OF TRADE STREET PARTNERS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, AS MANAGING MEMBER, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS 27 DAY OF June, 2002.

MY COMMISSION EXPIRES: 2/27/04
Elizabeth Schmidt
Commission # CG 913947
Expires Feb. 27, 2004
Broward Title
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT MURIEL SMITH, OWNER OF THE LANDS DESCRIBED IN AND AS SHOWN HEREON HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN. SAID PLAT TO BE KNOWN AS GREYSTAR PLAT. UTILITY EASEMENTS AND RIGHT-OF-WAY SHOWN ARE DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF, MURIEL SMITH HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 8 DAY OF July, 2002.

WITNESS:

David B. Auld
(PRINT NAME)

Muriel Smith
MURIEL SMITH

DEDICATION ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME PERSONALLY APPEARED MURIEL SMITH WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND OFFICIAL SEAL THIS 8 DAY OF July, 2002.

MY COMMISSION EXPIRES: 2-27-04

Elizabeth Schmidt
Commission # CG 913947
Expires Feb. 27, 2004
Broward Title
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

MORTGAGEE'S CONSENT

STATE OF FLORIDA } SS
COUNTY OF MIAMI-DADE }

THE UNDERSIGNED, CITY NATIONAL BANK OF FLORIDA, A NATIONAL BANKING CORPORATION, HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 32626, PAGE 1384 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN THEREON.

IN WITNESS WHEREOF, SAID CITY NATIONAL BANK OF FLORIDA, A NATIONAL BANKING CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY RALPH GILBERT, ITS VICE PRESIDENT, AND ATTESTED BY RALPH GILBERT, ITS SENIOR VICE PRESIDENT THIS 28 DAY OF June, 2002.

CITY NATIONAL BANK OF FLORIDA,
A NATIONAL BANKING CORPORATION

Ralph Gilbert
WITNESS AS TO BOTH:

Ralph Gilbert
(PRINT NAME)

BY: Ralph Gilbert
(PRINTED NAME) - (TITLE)

Grace E. Vendryes
WITNESS AS TO BOTH:

GRACE E. VENDRYES
(PRINT NAME)

ATTEST: Grace E. Vendryes
(PRINTED NAME) - (TITLE)

MORTGAGEE'S ACKNOWLEDGEMENT

STATE OF FLORIDA } SS
COUNTY OF MIAMI-DADE }

BEFORE ME PERSONALLY APPEARED RALPH GILBERT, AND GRACE E. VENDRYES, WHO ARE PERSONALLY KNOWN TO ME, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT AND SENIOR VICE PRESIDENT OF CITY NATIONAL BANK OF FLORIDA, A NATIONAL BANKING CORPORATION AND WHO SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 28 DAY OF June, 2002.

MY COMMISSION EXPIRES: 1/20/04

NOTARY PUBLIC



GREYSTAR PLAT

A REPLAT OF PARCEL "A", KRAFT PLAT (P.B. 171, PG. 100, BCR) AND
A PORTION OF THE RIGHT-OF-WAY OF POWERLINE ROAD; AND
A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF
SECTION 3, TOWNSHIP 48 SOUTH, RANGE 42 EAST
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY:
KATHLEEN L. HALL LAND SURVEYING, INC.
5499 N. FEDERAL HIGHWAY, SUITE P
BOCA RATON, FLORIDA 33487
TEL. (561) 443-0426 FAX. (561) 443-0429
L.B. #6555
DECEMBER, 2001

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS 22nd DAY OF August, 2002.

BY: [Signature]
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL ON THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS 6 DAY OF August, 2003.

BY: [Signature]
ADMINISTRATOR OR DESIGNEE

BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

BY: [Signature] 8-6-03
DIRECTOR/DESIGNEE DATE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION - MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 29th DAY OF April, 2003.

ATTEST: ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

BY: [Signature]
DEPUTY

BY: [Signature]
VICE CHAIR - COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION - RECORDING SECTION

THIS PLAT WAS FILED FOR RECORD THIS 14th DAY OF August, 2003, AND RECORDED IN PLAT BOOK 173, PAGE 001, RECORD VERIFIED.

ATTEST: ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

BY: [Signature]
DEPUTY

BROWARD COUNTY ENGINEERING DIVISION

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

BY: [Signature] 7-1-03
HENRY P. COOK
DIRECTOR OF ENGINEERING
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION. NO. 12506

BY: [Signature] 6/12/03
ERIC B. AUGUSTO
BROWARD COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS5695
STATE OF FLORIDA

CITY PLANNING AND ZONING BOARD

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING BOARD OF THE CITY OF DEERFIELD BEACH, FLORIDA, HAS APPROVED AND ACCEPTED THIS PLAT FOR RECORD THIS 7th DAY OF February, 2002.

BY: [Signature] DATE: 7/11/02
CHAIRPERSON

CITY COMMISSION

STATE OF FLORIDA
COUNTY OF BROWARD

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF DEERFIELD BEACH, FLORIDA, AND PASSED BY MOTION ON THE 5th DAY OF MARCH, 2002.

IN WITNESS WHEREOF: I HAVE EXECUTED THESE PRESENTS AND AFFIXED THE CORPORATE SEAL OF THE CITY OF DEERFIELD BEACH, FLORIDA, IN SAID CITY THIS 16th DAY OF July, 2002.

BY: [Signature]
CITY CLERK: ADA GRAHAM-Johnson, Clerk

CITY ENGINEER

THIS IS TO CERTIFY THAT THE LAND DEVELOPER HAS COMPLIED WITH THE APPLICABLE PROVISIONS SET FORTH IN TITLE V, CHAPTER 7, OF THE CITY OF DEERFIELD BEACH CODE THIS 26th DAY OF June, 2003.

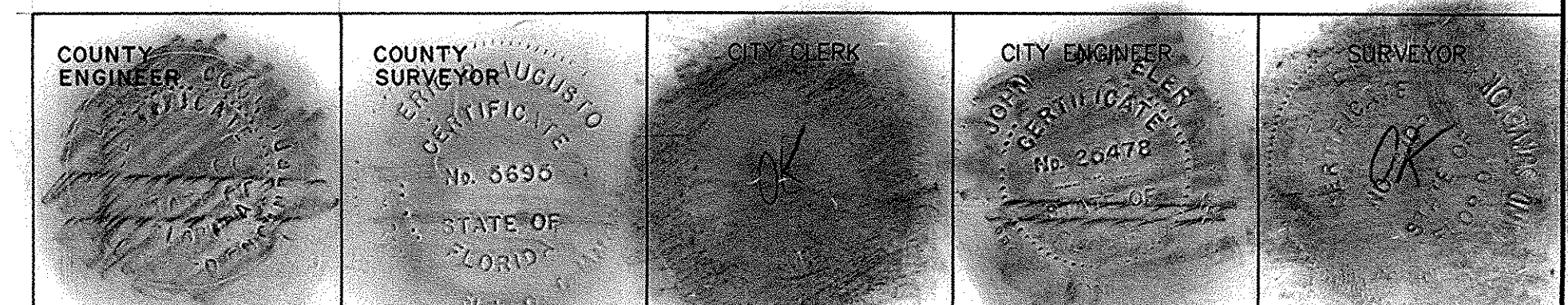
BY: [Signature]
FLORIDA P.E. REGISTRATION NO. 25478

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND THE PORTIONS OF CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE AS REQUIRED TO COMPLY WITH THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177, ON THIS 5TH DAY OF MARCH, 2001. THE BENCH MARKS (B.M.'S) SHOWN ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 IN CONFORMITY WITH STANDARDS ADOPTED BY THE NATIONAL OCEAN SURVEY FOR THIRD ORDER CONTROL STANDARDS.

DATED: 7/16/02

BY: [Signature]
KATHLEEN L. HALL, P.S.M.
REGISTERED LAND SURVEYOR AND MAPPER NO. 4103
STATE OF FLORIDA
KATHLEEN L. HALL LAND SURVEYING, INC., L.B. #6555
1101 HOLLAND DRIVE, SUITE 32
BOCA RATON, FLORIDA 33487
CERTIFICATE OF AUTHORIZATION NUMBER LB 6555



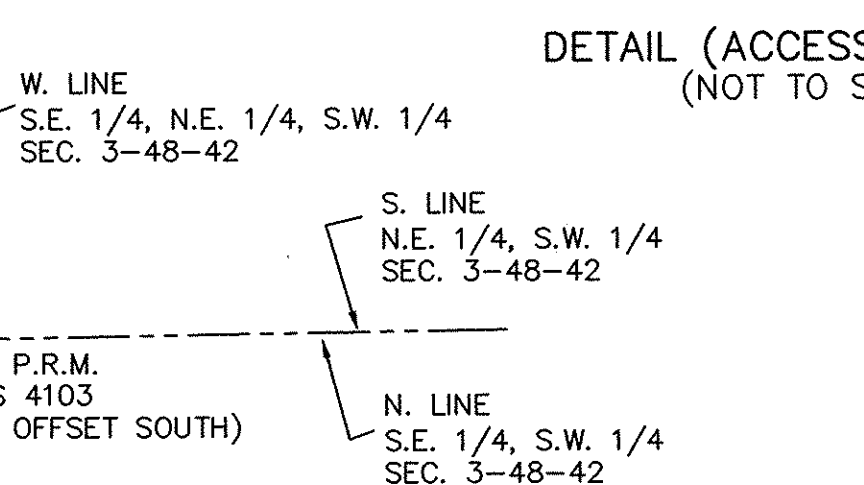
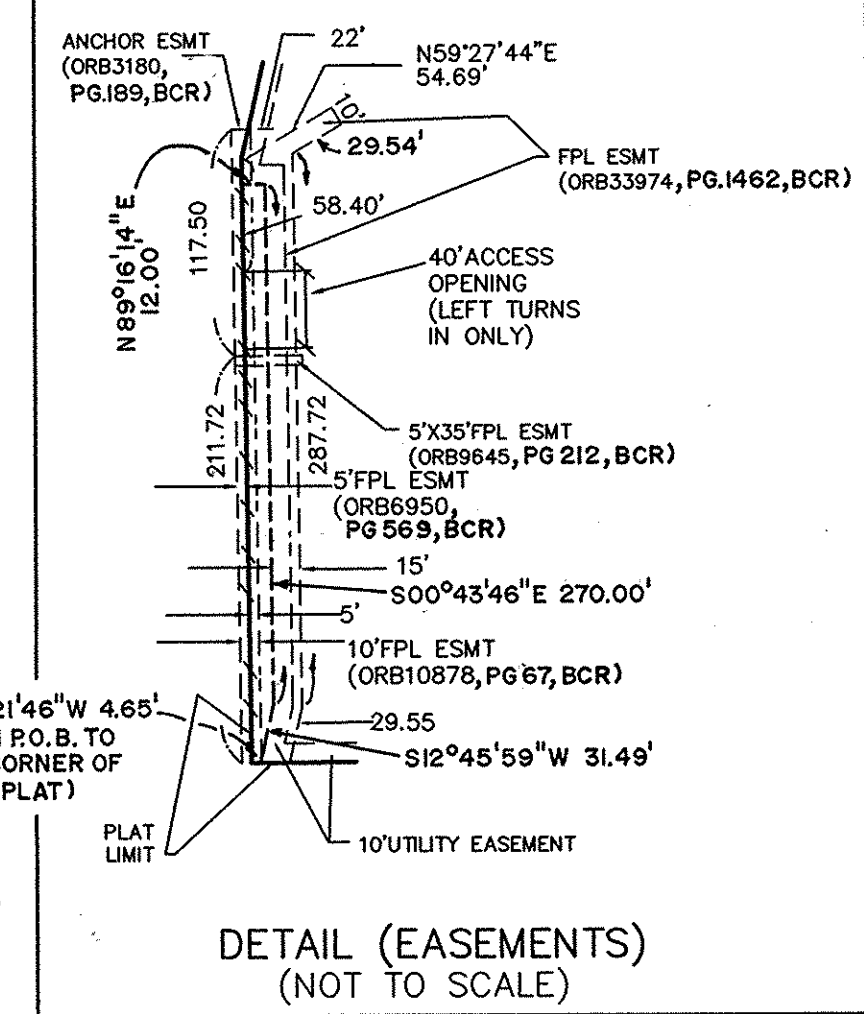
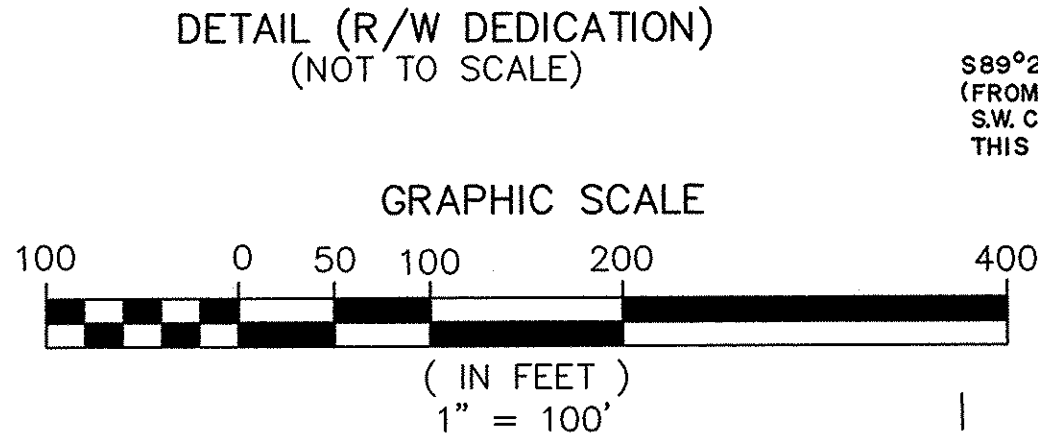
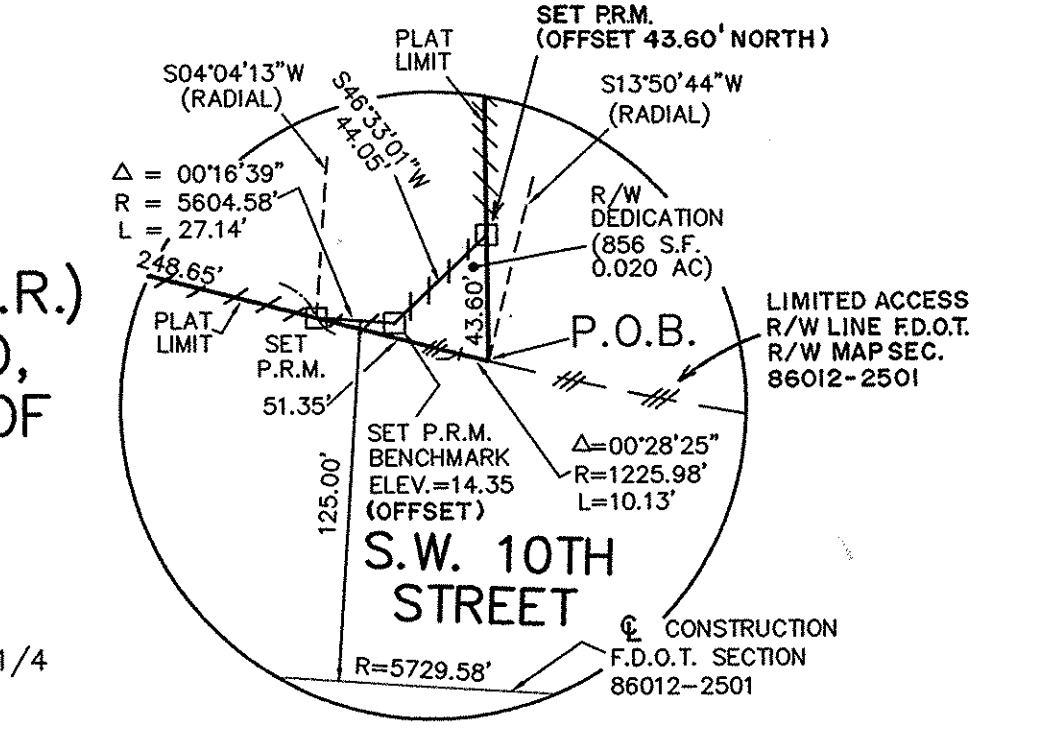
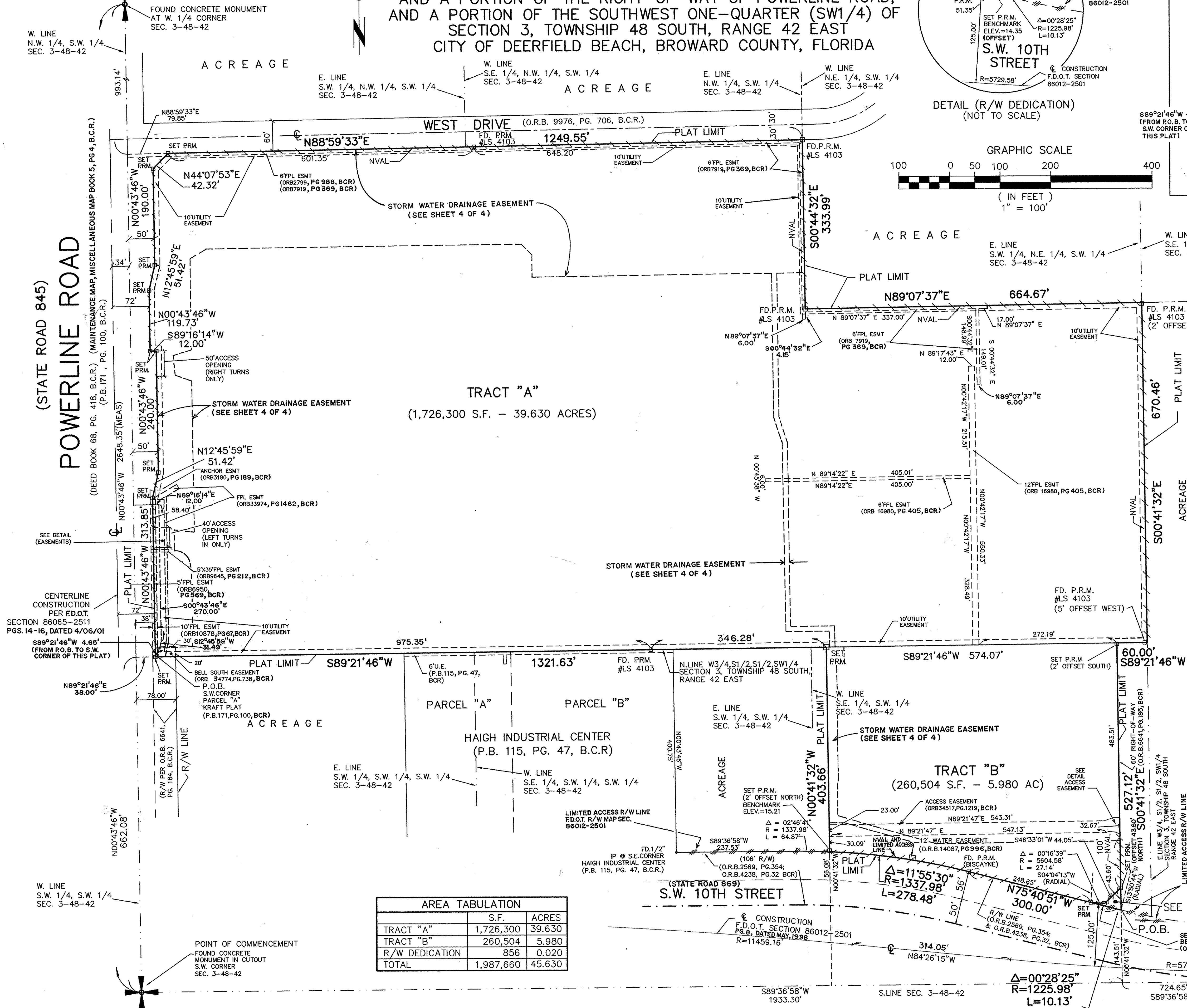
CFN #103214056
Page3 of 4

SHEET 3 OF 4

PREPARED BY:
KATHLEEN L. HALL LAND SURVEYING, INC.
5499 N. FEDERAL HIGHWAY, SUITE P
BOCA RATON, FLORIDA 33487
TEL (561) 443-0426 FAX (561) 443-0429
L.B. #6555
DECEMBER 2001

GREYSTAR PLAT

A REPLAT OF PARCEL "A", KRAFT PLAT (P.B.171, PG.100, B.C.R.)
AND A PORTION OF THE RIGHT-OF-WAY OF POWERLINE ROAD,
AND A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF
SECTION 3, TOWNSHIP 48 SOUTH, RANGE 42 EAST
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA



LEGEND	
FPL	FLORIDA POWER & LIGHT
P.B.	PLAT BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
B.C.R.	BROWARD COUNTY RECORDS
P.R.M.	SET PERMANENT REFERENCE MONUMENT #4103
P.O.B.	POINT OF BEGINNING
S.F.	SQUARE FEET
AC.	ACRE
R/W	RIGHT-OF-WAY
ELEV.	ELEVATION
SEC.	SECTION
LS	LICENSE SURVEYOR
MISC	MISCELLANEOUS
ESMT	EASEMENT
L.B.	LICENSED BUSINESS
(NVAL)	(NON-VEHICULAR ACCESS LINE)
FD.	CENTERLINE
FD.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
FD.	FOUND
R	RADIUS
Δ	DELTA
L	ARC LENGTH

GENERAL NOTES:

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS PLAT IS RESTRICTED TO 1,186,075 SQUARE FEET OF INDUSTRIAL USE, COMMERCIAL/RETAIL USES AND/OR STAND ALONE OFFICE USES ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR THE PROPERTY LOCATED WITHIN THIS PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF THE PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST LINE OF SEC. 3, TWP. 48 S., RGE. 42E., HAVING A BEARING OF N00°43'46"W.
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND ARE BASED ON BROWARD COUNTY BENCHMARK: BROWARD COUNTY BENCHMARK #2481, "X" CUT IN S.E. CORNER OF SLAB FOR TRAFFIC SIGNAL CONTROL BOX, 58 FEET WEST OF CENTERLINE OF POWERLINE RD. AND 135 FEET NORTH OF CENTERLINE OF S.W. 10TH ST., ELEVATION = 14.745; BROWARD COUNTY BENCHMARK #2482, "X" CUT IN WEST CORNER OF SLAB FOR TRAFFIC SIGNAL CONTROL BOX, 97 FEET WEST OF CENTERLINE OF POWERLINE ROAD AND 60 FEET NORTH OF CENTERLINE OF S.W. 4TH ST. (ENTRANCE TO QUIET WATERS PARK), ELEVATION = 15.700.
- IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY SEPTEMBER 9, 2007, WHICH DATE IS FIVE (5) YEARS FROM THE DATE OF APPROVAL OF THIS PLAT BY BROWARD COUNTY, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY MAKES A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME; AND/OR
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AREA TABULATION		
	S.F.	ACRES
TRACT "A"	1,726,300	39.630
TRACT "B"	260,504	5.980
R/W DEDICATION	856	0.020
TOTAL	1,987,660	45.630

CFN #103214056

Page 4 of 4

SHEET 4 OF 4

KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE P
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TEL. (561) 443-0426 FAX. (561) 443-0429
L.B. #6555

DECEMBER 2001

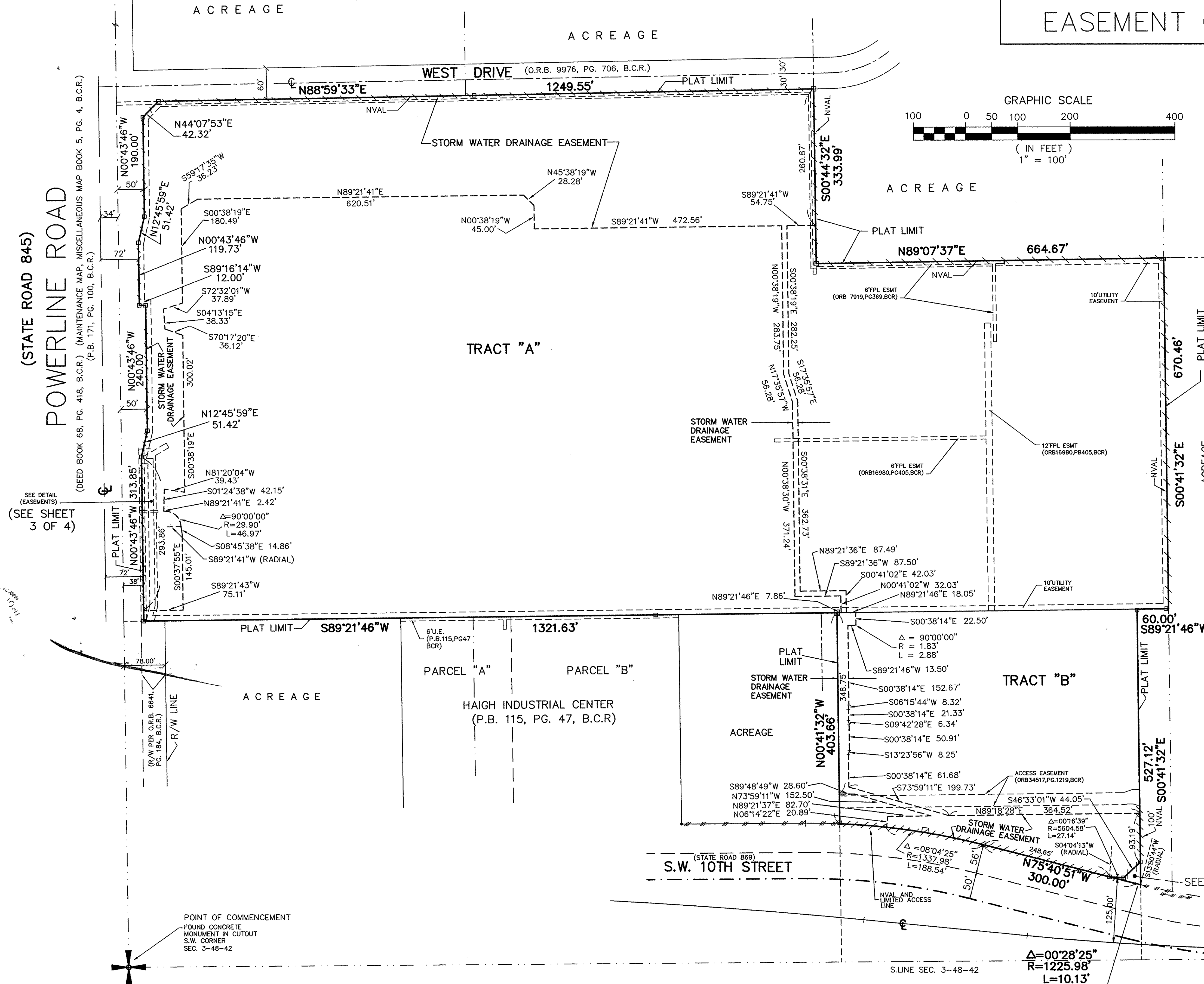
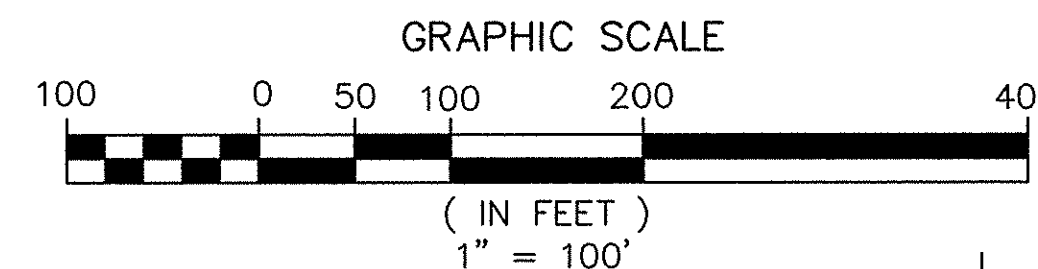
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SECTION 3, TOWNSHIP 48 SOUTH, RANGE 42 EAST
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

THIS SHEET IS TO
DETAIL THE STORM
WATER DRAINAGE
EASEMENT ONLY

LEGEND

FPL	FLORIDA POWER & LIGHT
P.B.	PLAT BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
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P.R.M.	SET PERMANENT REFERENCE MONUMENT #4103
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L.B.	LICENSED BUSINESS
FD.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
FD.	FOUND
R	RADIUS
Δ	DELTA
L	ARC LENGTH



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SEE DETAIL (R/W DEDICATION)
(SEE SHEET 3 OF 4)

Plat Book 173, Pg 1-4

Return recorded copy to: *AMPLA*

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

Edward P. Ploski
Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.

**AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

QUIET WATERS BUSINESS PARK, LLC, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the GREYSTAR PLAT Plat, Plat No./Clerk's File No. 107-MP-01, hereinafter referred to as "PLAT," which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on SEPT 7, 2002; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of DECEMBER 6, 2005;

CAF#358
01/01/04 Revised

Approved BCC 12/6/05 #63

Submitted By Gen - Jpm

RETURN TO DOCUMENT CONTROL



(10)

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the DEVELOPER:

PRYSE ELAM
639 NORTH OCEAN AVENUE

BOYNTON BEACH, FL 33435

4. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
7. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement

CAF#358
01/01/04 Revised



without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

8. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
9. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
10. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
11. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
12. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

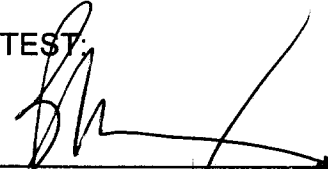
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 6th day of December, 2005 and DEVELOPER, signing by and through its REPRESENTATIVES, duly authorized to execute same.

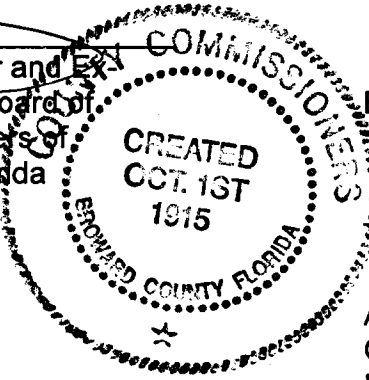
COUNTY

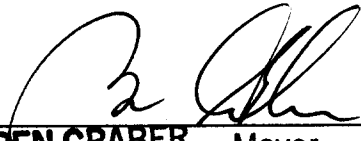
ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



County Administrator and
Office Clerk of the Board of
County Commissioners of
Broward County, Florida

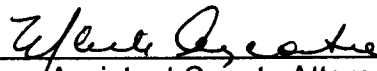


By 

BEN GRABER Mayor

24th day of January, 2006

Approved as to form by
Office of County Attorney
Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 

Assistant County Attorney

20 day of December, 2005

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

J. L. W.
(Signature)
Print name: Jameel Nabulsi

R. Van Arsdale
(Signature)
Print name: R. Van Arsdale

QUIET WATERS BUSINESS
PARK, LLC

Name of Developer (corporation/partnership)

By Thomas G. Smith
(Signature)
Print name: Thomas G. Smith
Title: J.P.

Address: 639 NORTH OCEAN AVENUE
BOYNTON BEACH, FL 33435

6th day of December, 2005

ATTEST (if corporation):

(Secretary Signature)

Print Name of Secretary: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

Georgia
STATE OF ~~FLORIDA~~)
) SS.
COUNTY OF ~~PALM BEACH~~)
DeKalb

The foregoing instrument was acknowledged before me this 6th day of December, 2005, by Thomas G. Smith, as Vice Pres. of Prudential Ins. Co. of America, a Delaware corporation/partnership, on behalf of the corporation/ partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)

My commission expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires February 16th, 2007

NOTARY PUBLIC:

Nancy L. Sellers
Print name: Nancy L. Sellers

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01/01/01 Revised



EXHIBIT "A"

LEGAL DESCRIPTION

GREYSTAR PLAT, AS RECORDED IN PLAT BOOK
173, PAGES 1-4, OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA.

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01/01/04 Revised

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EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

THIS PLAT IS RESTRICTED TO 1,186,075 SQUARE
FEET OF INDUSTRIAL USE. COMMERCIAL/RETAIL USES
AND/OR STAND ALONE OFFICE USES ARE NOT PERMITTED
WITHOUT THE APPROVAL OF THE BOARD OF COUNTY
COMMISSIONERS WHO SHALL REVIEW AND ADDRESS
THESE USES FOR INCREASED IMPACTS.

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

PARCEL A IS RESTRICTED TO 488,303 SQUARE FEET
OF INDUSTRIAL USE. PARCEL A-1 (SEE ATTACHED LEGAL DESCRIPTION)
IS RESTRICTED TO 104,462 SQUARE FEET OF "FLEX" INDUSTRIAL
USE. PARCEL B IS RESTRICTED TO 70,492 SQUARE FEET OF
OFFICE USE. COMMERCIAL/RETAIL USES AND FREESTANDING
OFFICE BUILDINGS ARE NOT PERMITTED ON PARCEL A AND NO
RETAIL USES ARE PERMITTED ON PARCEL B WITHOUT THE APPROVAL
OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND
ADDRESS THESE USES FOR INCREASED IMPACTS. INDUSTRIAL
BUILDINGS MAY HAVE NO MORE THAN 30% ANCILLARY OFFICE
PER BUILDING.

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EXHIBIT "B" - CONTINUED

PLEASE CHECK THE APPROPRIATE BOX OR BOXES.

[X] Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.

If a building permit for a principal building (excluding dry models, sales and construction offices) is not issued by SEPTEMBER 9, 2007, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; **and/or**

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by SEPTEMBER 9, 2007, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the applicant satisfies the adequacy requirements set forth within Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

[] Air Navigation Hazards.

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

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B

Parcel A-1

DESCRIPTION:

A PORTION OF TRACT "A", GREYSTAR PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGES 1-4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 00° 43' 46" WEST, A DISTANCE OF 313.85 FEET; THENCE NORTH 12° 45' 59" EAST, A DISTANCE OF 51.42 FEET; THENCE NORTH 00° 43' 46" WEST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 89° 16' 14" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 00° 43' 46" WEST, A DISTANCE OF 119.73 FEET; THENCE NORTH 12° 45' 59" EAST, A DISTANCE OF 51.42 FEET; THENCE NORTH 00° 43' 46" WEST, A DISTANCE OF 190.00 FEET; THENCE NORTH 44° 07' 53" EAST, A DISTANCE OF 42.32 FEET, THE LAST EIGHT (8) COURSES BEING ALONG THE EAST RIGHT-OF-WAY LINE OF POWERLINE ROAD AS SHOWN ON SAID PLAT, THE LAST EIGHT (8) COURSES ALSO BEING ALONG THE WEST AND NORTHWEST BOUNDARY OF SAID TRACT "A"; THENCE NORTH 88° 59' 33" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST DRIVE AS SHOWN ON SAID PLAT, ALSO BEING ALONG THE NORTH BOUNDARY OF SAID TRACT "A", DISTANCE OF 270.15 FEET; THENCE SOUTH 00° 43' 46" EAST, ALONG A LINE PARALLEL WITH AND 300.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO A SAID WEST BOUNDARY OF TRACT "A", A DISTANCE OF 995.39 FEET TO THE SOUTH BOUNDARY OF SAID TRACT "A"; THENCE SOUTH 89° 21' 46" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 312.00 FEET TO THE POINT OF BEGINNING.

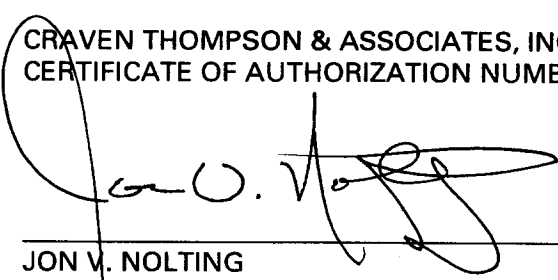
SAID LANDS SITUATE IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA AND CONTAIN 303,684 SQUARE FEET (6.972 ACRES) MORE OR LESS.

THE BEARINGS REFERENCED HEREIN ARE BASED ON A BEARING OF SOUTH 89° 21' 46" WEST ALONG SAID SOUTH BOUNDARY OF TRACT "A" AS SHOWN ON SAID PLAT.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271

 10/14/05

JON V. NOLTING
PROFESSIONAL SURVEYOR AND MAPPER NO. 4499
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

SHEET 1 OF 3
CTA JOB NO. 01-0145
DATE: October 12, 2005
N:\Clerical\JOBS\2001\01-0145\LEGAL\300' FRONTAGE.doc

-9-



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

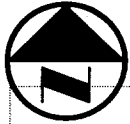
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: FASION & ASSOC

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

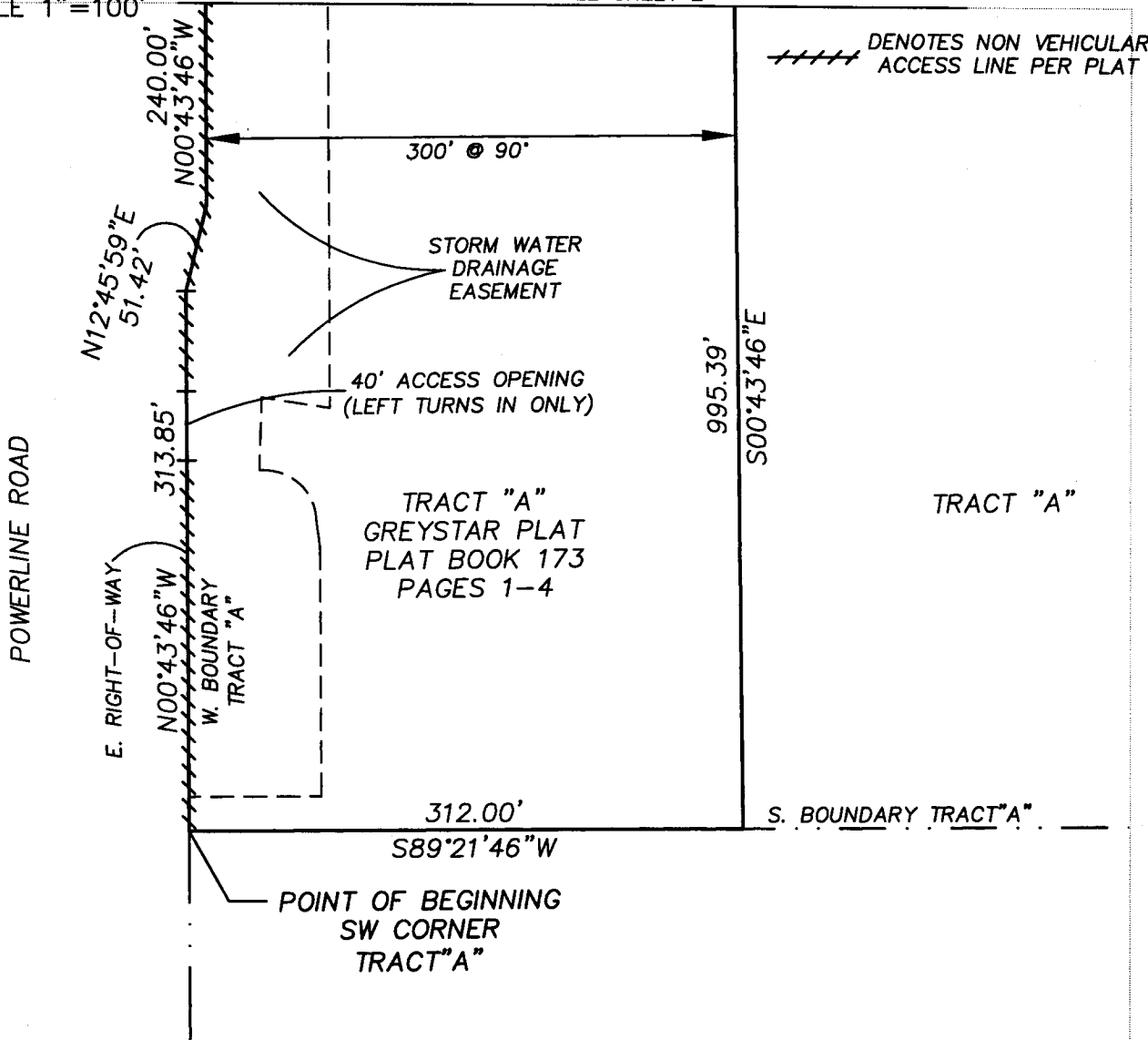
SKETCH TO ACCOMPANY DESCRIPTION

MATCHLINE SEE SHEET 2



0 50 100
SCALE 1"=100'

++++ DENOTES NON VEHICULAR
ACCESS LINE PER PLAT



ALL THE RECORDING INFORMATION HEREON CAN BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THERE ARE MANY EASEMENTS (PARTICULARLY ALONG THE WEST BOUNDARY OF THIS PARCEL) AFFECTING THIS PARCEL OF LAND THAT ARE NOT SHOWN HEREON

SHEET 3 OF 3 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record. G:\2001\010145\DWG\S & D.DWG		
JOB NO.: 01-0145	DRAWN BY: JVN		CHECKED BY: RY	F.B.	PG.	DATED: 10-12-05



Commercial Real Estate
Due Diligence Management
3465 South Arlington Rd Suite E#183
Akron, OH 44312
866.290.8121
www.amnational.net

ALTA/NSPS Land Title Survey

Quiet Waters - Update

Surveyor Certification

710-750 S Powerline Road, 3155-3161 SW 10th St
Deerfield Beach, FL 33442
County of Broward

To: B10 Quiet Waters Owner A LLC, B10 Quiet Waters Owner B LLC, Shulte & Bowen LLP, Chicago Title Insurance Company, and American National, LLC. This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 10, 13, 14, 16, 17, 18, 19 of Table A thereof. The fieldwork was completed on 02-02-25.

EARLN. STROM
Land Surveyor Number: 4462
In state of Florida
Date of Plat or Map: 02-10-25
Date of last revision: 04-18-25



Network reference #20230660-1

Survey Prepared By:
Commercial Surveying Specialists, Inc.
339 6th Ave. West
Bradenton, FL 34205
Survey Updates: surveys@amnational.net

Legal Description

Tract A, Greystar Plat, according to the Plat thereof, recorded in Plat Book 173, Pages 1 through 4, inclusive, Broward County, Florida, Public Records.

Tract B, Greystar Plat, according to the Plat thereof, recorded in Plat Book 173, Pages 1 through 4, inclusive, Broward County, Florida, Public Records.

The lands surveyed, shown and described hereon are the same lands as described in Chicago Title Insurance Company, Commitment # 12228538, Effective Date: Jan. 31, 2025.

Notes Corresponding to Schedule B

THE COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, DATED JULY 10, 2023, AS COMMITMENT NO. 11051269, CONTAINS THE FOLLOWING EXCEPTIONS WHICH ARE SURVEY MATTERS:

6. Matters shown on the plat of Greystar Plat, recorded August 13, 2003 in HYPERLINK "https://www.scribd.com/document/690077446/ACCF-4964-9E97-684FC3EB7A54" Plat Book 173, Pages 1, 2, 3 and 4, with Agent of Record for Notice of Expiration of Findings of Adequacy recorded in Official Records Book 35825, Page 1810, of the Public Records of Broward County, Florida, which shows the following:
- a) 10 foot Utility Easement along all lot lines of Tract A; and subject to the matters in Item No. 7 General Notes.
- b) Storm Water Drainage Easement shown and affects Tract A & Tract B, subject to matters in the Dedication.
- c) Tract A is restricted to 488,303 sqft of Industrial Use and 104,462 sqft of Flex Industrial Use. Commercial/Retail uses and freestanding office buildings are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increase impacts, as affected by the following matters in the Agreement for as Amendment to Notation on Plat recorded January 30, 2006 in Official Records Book 41361, Page 583; and
- (d) Non-vehicular access line from Powerline Rd, 50' access opening for right turns and 40' access opening for left turns affects Tract A.
- APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
7. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 2799, Page 988; and shown on the plat of Greystar Plat, recorded in Plat Book 173, Pages 1, 2, 3 and 4, of the Public Records of Broward County, Florida. (Affects Tract A) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
8. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 3180, Page 186; and shown on the plat of Greystar Plat, recorded in Plat Book 173, Pages 1, 2, 3 and 4, of the Public Records of Broward County, Florida. (Affects Tract A) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
9. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7919, Page 369; and shown on the plat of Greystar Plat, recorded in Plat Book 173, Pages 1, 2, 3 and 4, of the Public Records of Broward County, Florida. (Affects Tract A) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
10. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 9645, Page 212; and shown on the plat of Greystar Plat, recorded in Plat Book 173, Pages 1, 2, 3 and 4, of the Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
11. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 10878, Page 67; and shown on the plat of Greystar Plat, recorded in Plat Book 173, Pages 1, 2, 3 and 4, of the Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
12. Terms and conditions of the Regional Road Concurrence Agreement Construction of Improvements between Broward County, Florida and Felkra Co., Albert H. Kraft, et al, recorded in Official Records Book 32489, Page 887; as affected by Amendment to Regional Road Concurrence Agreement, recorded in Official Records Book 33867, Page 32, Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY, NO SURVEY MATTERS TO PLOT.
13. Terms and conditions of the Drainage Agreement between City of Deerfield Beach, Florida and Quiet Waters Business Park, LLC, a Delaware limited liability company, recorded in Official Records Book 32964, Page 1903, Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY, NO SURVEY MATTERS TO PLOT.
14. Terms and conditions of the Road Impact Agreement between Broward County, Florida and Quiet Waters Business Park, LLC recorded in Official Records Book 33229, Page 143, Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY, NO SURVEY MATTERS TO PLOT.
15. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 33974, Page 1462; and shown on the plat of Greystar Plat, recorded in Plat Book 173, Pages 1, 2, 3 and 4, of the Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
16. Easement granted to BellSouth Telecommunications, Inc., a Georgia corporation, according to instrument recorded in Official Records Book 34774 Page 738, Public Records of Broward County, Florida, and shown on the Survey and on the plat of Greystar Plat, recorded in Plat Book 173, Pages 1, 2, 3 and 4, (Affects Parcel A) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
17. Easement granted to City of Deerfield Beach, Florida, according to instrument recorded in Official Records Book 35722 Page 1055, Public Records of Broward County, Florida. (Affects Parcel A) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
18. Easement granted to City of Deerfield Beach, Florida, according to instrument recorded in Official Records Book 35722, Page 1058, Public Records of Broward County, Florida. (Affects Parcel A) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
19. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 35753, Page 1405, Public Records of Broward County, Florida. (Affects Tract A) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
20. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 35753, Page 1420, Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
21. Terms and conditions of the Road Impact Fee Agreement between Broward County, Florida and Quiet Waters Business Park, LLC, a Delaware limited liability company, recorded in Official Records Book 35825, Page 1775, Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY, NO SURVEY MATTERS TO PLOT.
22. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 38825, Page 1496, of the Public Records of Broward County, Florida. (Affects Tract B) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
23. Easement granted to City of Deerfield Beach, a municipal corporation of Florida, recorded in Official Records Book 41696, Page 1315, of the Public Records of Broward County, Florida. (Affects Tract B) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
24. Easement granted to City of Deerfield Beach, a municipal corporation of Florida, recorded in Official Records Book 41696, Page 1316, as affected by Subordination of City Utility Interests recorded in Official Records Instrument No. 11899638, of the Public Records of Broward County, Florida, and shown on the Survey. (Affects Tract B) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
25. Easement granted to City of Deerfield Beach, a municipal corporation of Florida, recorded in Official Records Book 41696, Page 1320, of the Public Records of Broward County, Florida. (Affects Tract A) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
26. Electric Easement granted to City of Deerfield Beach, a municipal corporation of Florida, recorded in Official Records Book 45178 Page 896, of the Public Records of Broward County, Florida. (Affects Tract A) APPLIES TO THE SUBJECT PROPERTY AS SHOWN ON SURVEY.
27. Indemnification and Hold Harmless Agreement with the City of Deerfield Beach recorded in Official Records Book 45600, Page 142, Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY, NO SURVEY MATTERS TO PLOT.
28. Terms, conditions and provisions of the unrecorded lease agreement with Commercial Relocation Group Inc. by evidence of UCC1 Financing Statement with Wells Fargo Bank, N.A. recorded in Official Records Instrument #118075310, Public Records of Broward County, Florida. APPLIES TO THE SUBJECT PROPERTY, NO SURVEY MATTERS TO PLOT.

Miscellaneous Notes

- MN1 1. No underground utilities are shown on this survey, only aboveground visible evidence of utilities are shown.
- MN2 2. Ownership of this property is subject to opinion of title and is not expressed or implied by this survey.
- MN3 3. This survey shows only dedications, restrictions and easements contained in the above mentioned Title Commitment and provided to the surveyor. It is possible there are other recorded instruments, which may affect this property.
- MN4 4. Bearings and distances are record and measured unless otherwise noted.
- MN5 5. The survey shown hereon was prepared from a balanced and adjusted traverse.
- MN6 6. All statements within the certification, and other references located elsewhere hereon, related to utilities, improvements, structures, buildings, party walls, parking, easements, servitudes, and encroachments; are based solely on aboveground, visible evidence, unless another source of information is specifically referenced hereon.
- MN7 7. Tract A has direct physical access to S. Powerline Rd., a public right-of-way and SW. 10th St., a public right-of-way via a 60' Public right-of-way. Curb cuts and paved access from S. Powerline Rd. are located within the permitted access openings for right and left turns. Tract B has direct physical access to SW. 10th St., a public right-of-way via a 60' Public right-of-way lying east of the subject tract.
- MN8 8. No observable evidence of earth moving work, building construction, or building additions within recent months.
- MN9 9. No observable evidence of site use for a solid waste dump, sump or sanitary landfill.
- MN10 10. No changes in street right of way lines completed or proposed, and available from the controlling jurisdiction. No observable evidence of recent street or sidewalk construction or repairs.
- MN11 11. No observable evidence of cemeteries and burial grounds on the property.
- MN12 12. At time of survey there were no markers regarding wetland areas observed on the property.
- MN13 13. All utilities needed for the operation of the Property enter the Property from a public right of way or an appurtenant easement.
- MN14 14. The record description of property mathematically closes with no gaps, gores or overlaps.
- MN15 15. At time of survey there were no division or party walls on the property.
- MN16 16. The boundary line dimensions as shown on the survey map form a mathematically closed figure within +/- 0.1'.
- MN17 17. At time of survey there were no offsite easements that applies to the subject property.
- MN18 18. There are no encroachments onto adjoining premises, streets or alleys by any buildings, structures or other improvements located on the property, and no encroachments onto the property by buildings, structures or other improvements situated on adjoining premises.
- MN19 19. All easements, covenants and restrictions referenced in the title commitment or apparent from a physical inspection of the property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the property.
- MN20 20. There is no observed evidence of use of the property as a solid waste dump, sump or sanitary landfill.
- MN21 21. The entrance alcoves are framed structures with contiguous foundation underneath and building structure above. They were not drawn in because they were not a foundation cut out.

Encroachment Statement

- A BUILDINGS ON TRACT A HAVE MINOR ENCROACHMENTS INTO FLORIDA POWER & LIGHT EASEMENTS FOR UTILITY CONNECTION PURPOSES.
- B BUILDINGS ON TRACT B HAVE MINOR ENCROACHMENTS INTO WATER LINE EASEMENT FOR UTILITY CONNECTION PURPOSES.
- C SIGN ON TRACT A ENCLOSED PAST THE WESTERN BOUNDARY LINE UP TO 6.2 FEET.

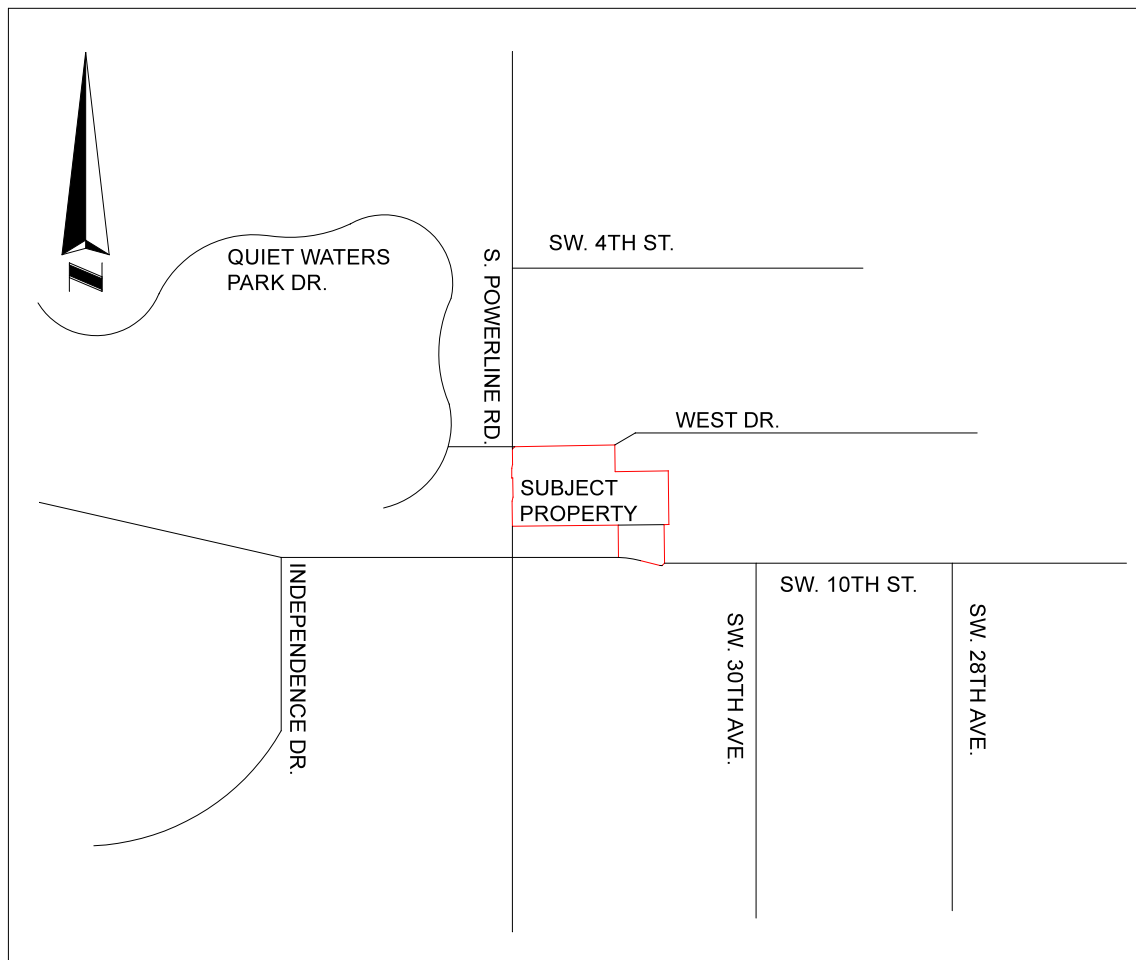
GROSS LAND AREA

TRACT A
1,726,300 SQ. FT.
39.63 ACRES

TRACT B
260,504 SQ. FT.
5.98 ACRES

TOTAL GROSS LAND AREA
1,986,804 SQ. FT.
45.61 ACRES

Vicinity Map



Zoning Information

STATUS	ZONING REQUIREMENTS FOR "B-3" DISTRICT		STATUS
ITEM	REQUIRED	OBSERVED	Contact Info:
PERMITTED USE	WAREHOUSES	WAREHOUSES	ZONING WAS PROVIDED TO THE SURVEYOR BY A ZONING REPORT ISSUED BY THE PLANNING & ZONING RESOURCE COMPANY DATED 09-26-23 AS SITE NUMBER 166818-1.
MIN. LOT AREA	6,000 SQ.FT.	325,253 SQ.FT.	
MIN. LOT WIDTH	50 FEET	960 FEET	
MAX. BLDG COVERAGE	65%	32%	
MIN. SETBACKS FRONT	25'	154.9'	1300 S. MERIDIAN AVE, SUITE 400 OKLAHOMA CITY, OK 73108 PHONE # (405) 840-4344
MIN. SETBACKS CORNER	15'	334.8'	
MIN. SETBACKS SIDE	0'	67.2'	
MIN. SETBACKS REAR	10'	NOT APPLICABLE	
MAX. BUILDING HEIGHT	50'	32'	ZONING DISTRICT "B-3" GENERAL BUSINESS DISTRICT AND INDUSTRIAL DISTRICT
PARKING REGULAR	1 PARKING SPACE PER 750 SQ.FT.	925	
PARKING HANDICAP	808 TOTAL PARKING SPACES REQUIRED	33	
PARKING TOTAL		958	

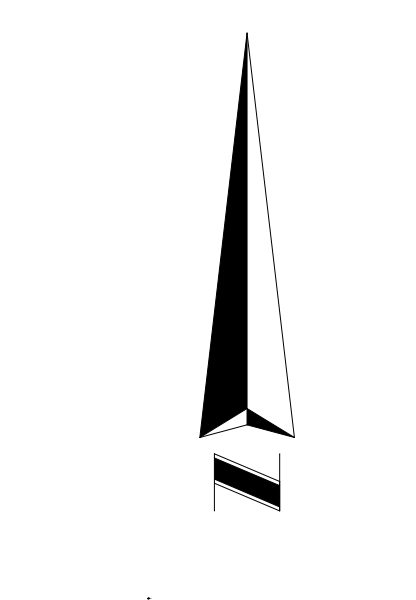
Zoning Information

STATUS	ZONING REQUIREMENTS FOR "I" DISTRICT		STATUS
ITEM	REQUIRED	OBSERVED	Contact Info:
PERMITTED USE	WAREHOUSES	WAREHOUSES	ZONING WAS PROVIDED TO THE SURVEYOR BY A ZONING REPORT ISSUED BY THE PLANNING & ZONING RESOURCE COMPANY DATED 09-26-23 AS SITE NUMBER 166818-1.
MIN. LOT AREA	10,000 SQ.FT.	1,661,545 SQ.FT.	
MIN. FRONTAGE	100 FEET	575 FEET	
MAX. BLDG COVERAGE	50%	35%	
MIN. SETBACKS FRONT	25'	82'	1300 S. MERIDIAN AVE, SUITE 400 OKLAHOMA CITY, OK 73108 PHONE # (405) 840-4344
MIN. SETBACKS CORNER	15'	334.8'	
MIN. SETBACKS SIDE	5'	70.5'	
MIN. SETBACKS REAR	10'	103.9'	
MAX. BUILDING HEIGHT	75'	32'	ZONING DISTRICT "B-3" GENERAL BUSINESS DISTRICT AND INDUSTRIAL DISTRICT
PARKING REGULAR	1 PARKING SPACE PER 750 SQ.FT.	925	
PARKING HANDICAP	808 TOTAL PARKING SPACES REQUIRED	33	
PARKING TOTAL		958	

BASIS OF BEARINGS

BEARINGS ARE BASED OFF THE SOUTH RIGHT-OF-WAY LINE OF WEST DR. WHICH HAS A BEARING OF N 88°59'33" E AS RECORDED IN PLAT BOOK 173, PAGES 1-4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

FLOOD NOTE: By graphic plotting only, this property is in Zone(s) X and AE of the Flood Insurance Rate Map, Community Panel No. 12011C0167H, which bears an effective date of 08-18-14 and is partially in a Special Flood Hazard Area.



- LEGEND & ABBREVIATIONS
- ⊙ = Gas Manhole
 - ⊙ = Sanitary Sewer Manhole
 - ⊙ = Drainage Manhole
 - ⊙ = Telephone Manhole
 - ⊙ = Electric Manhole
 - ⊙ = Manhole
 - ⊙ = Water Meter
 - ⊙ = Water Valve
 - ⊙ = Gas Meter
 - ⊙ = Gas Valve
 - ⊙ = Electric Transformer
 - ⊙ = Telephone Riser
 - ⊙ = Traffic Control Box
 - ⊙ = Curb Inlet
 - ⊙ = Grate Inlet
 - ⊙ = Traffic Sign
 - ⊙ = Mailbox
 - ⊙ = Utility Pole
 - ⊙ = Guy Wire
 - ⊙ = Light Pole
 - ⊙ = Fire Hydrant
 - ⊙ = Signal Pole
 - ⊙ = Area Light
 - ⊙ = Electric Meter
 - ⊙ = Fire Department Connection
 - ⊙ = Backflow Preventer
 - ⊙ = Electric Switch Box
 - ⊙ = Electric Ground Box
 - ⊙ = Sewer Cleanout
 - ⊙ = Flag Pole
 - ⊙ = Parking Meter
 - ⊙ = Cable Television Box
 - ⊙ = Electric Riser
 - ⊙ = Gas Riser
 - ⊙ = Filler Cap
 - ⊙ = Monitoring Well
 - ⊙ = Valve Cover
 - ⊙ = Fire Safety Control Valve
 - ⊙ = Drainage Structure
 - ⊙ = Handicap Space
- FBFP = Fire Backflow Preventer
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
SQ.FT. = Square Feet
BLDG. = Building
HT. = Height
SP. = Space
S.P.S. = Spaces
(R) = Record
(M) = Measured
(C) = Calculated
CMP = Corrugated Metal Pipe
RCP = Reinforced Concrete Pipe
D/P = Dumpster Pad
⊙ = Property Line
- = Overhead Utility Line
— = Wood Fence Line
— = Chainlink Fence Line
— = Guard Rail

LINE	BEARING	DISTANCE
L1	N 44°07'54" E	42.32'
L2	S 89°21'50" W	60.00'
L3	S 46°33'03" W	44.05'
L4	N 12°46'00" E	51.42'
L5	S 89°16'10" W	12.00'
L6	N 00°43'46" W	119.73'
L7	N 12°45'56" E	51.42'

CURV	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	27.14'	5604.58'	N 85°59'39" W	27.14'
C2	278.47'	1337.98'	N 81°36'56" W	277.97'

American National

Commercial Real Estate

Due Diligence Management

3465 South Arlington Rd. Suite E#183

Akron, OH 44312





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-262

Agenda Date: 6/17/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Kiana Morris to the Affordable Housing Advisory Committee for a two-year term; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

As a recipient of State Housing Initiative Partnership ("SHIP") funds, the City established an Affordable Housing Advisory Committee (the "Committee") in 2008, as required by Florida Statute Section 420.9076. The purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, and local government comprehensive plan and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

Annually, the Committee is required to submit an Affordable Housing Incentive Report to the City Commission for review and transmittal to the Florida Housing Finance Corporation ("FHFC"). At a minimum, the Committee must submit a report to the City Commission that includes recommendations on affordable housing incentives in the following areas:

The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.

The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

The allowance of flexibility in densities for affordable housing.

The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

The allowance of affordable accessory residential units in residential zoning districts.

The reduction of parking and setback requirements for affordable housing.

The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

The modification of street requirements for affordable housing.

The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Preparation of a printed inventory of locally owned public lands suitable for affordable housing.

The support of development near transportation hubs and major employment centers and mixed-use developments.

On July 1, 2020, HB1339 was signed by Governor Ron DeSantis, with statutory changes that required amendment to the ordinance for the Committee, including:

Appointment of an Elected Official to the Committee
Completion of an AHAC Incentive Strategies report annually
Submittal of the AHAC Report to Florida Housing Coalition ("FHC")

Current Activity

The Community Services Department needs members for the AHAC board. The Committee, which recommends strategies for the Local Housing Assistance Plan ("LHAP") must be comprised of at least eight but no more than 11 members, and must consist of one elected official, and one representative from at least six of the categories below:

- (a) A citizen with residential home building industry in connection with affordable housing.
- (b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j) A citizen who represents employers within the jurisdiction.
- (k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Currently, there are eight members on the Committee, with three vacancies. Kiana Morris has expressed an interest in serving on the Committee and is a citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

Recommendation

Staff recommends that the City Commission approve Kiana Morris to serve on the Affordable Housing Advisory Committee for a two-year term.



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Advisory 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 Kiana Morris

Address 1423 Avon Lane Unit 213

City North Lauderdale

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 954-895-5470

E-mail kmorris@dbhaonline.org

Employer Deerfield Beach Housing Authority

Address 533 S. Dixie Highway Deerfield Beach FL 33441

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

Please list any governmental Advisory Boards or Committees on which you currently serve:
None

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

Academic: Degrees, Diplomas

I hold a Bachelor's degree in Criminal Justice, complemented by coursework in Social Work, which reflects my early dedication to social advocacy and community engagement. I am currently pursuing a Master of Business Administration to enhance my skills in leadership, strategic planning,

Professional: Certification(s)

I am certified as a Tax Credit Specialist and a Certified Occupancy Specialist. These credentials have provided me with in-depth knowledge of affordable housing regulations, compliance standards, and occupancy requirements.

Knowledge: Training, interest or experience

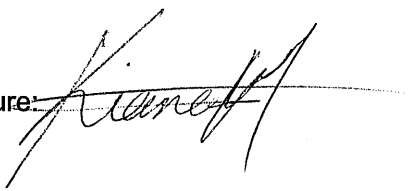
My experience in housing services, along with working directly with elderly individuals and children, has given me a strong understanding of the social and economic factors affecting housing. I believe this background positions me to contribute meaningfully to the Housing Advisory

Community Involvement: List organizations/positions

Though not formally affiliated with a specific organization, I regularly volunteer with various community groups on back-to-school events, Thanksgiving giveaways, and Christmas toy drives, reflecting my commitment to community service.

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: 5/19/25

Print Name: Kiana Morris

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.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING KIANA MORRIS TO
THE AFFORDABLE HOUSING ADVISORY COMMITTEE FOR A TWO
YEAR TERM; PROVIDING FOR CONFLICTS AND AN EFFECTIVE
DATE**

WHEREAS, as a recipient of State Housing Initiative Partnership (“SHIP”) funds, the City established the Affordable Housing Advisory Committee (the “Committee”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, and local government comprehensive plan, and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value; and

WHEREAS, the Committee, which recommends strategies for the Local Housing Assistance Plan (“LHAP”), must be comprised of at least eight but no more than 11 members, and must consist of one elected official and one representative from at least six of the categories listed in Section 420.9076(2), Florida Statutes; and

WHEREAS, in 2021, the City Commission amended Chapter 2 “Administration,” Article VIII “Local Housing Assistance Program” of the City Code to provide for consistency with state law, including the requirement for an elected official to be appointed to the Committee; and

WHEREAS, Kiana Morris has expressed an interest in serving on the Committee; and

WHEREAS, City staff recommends the City Commission appoint Kiana Morris to serve on the Committee for a two-year term commencing on June 17, 2025 and ending on June 17, 2027.

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. Kiana Morris is hereby appointed to serve as a member of the Committee for a two-year term commencing on June 17, 2025, and ending on June 17, 2027.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-289

Agenda Date: 6/17/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Tania Heck as an alternate member to the Charter Review Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In October 2024, the City Commission adopted Ordinance 2024/016 establishing a Charter Review Board (the "Board") for the purpose of reviewing the City Charter and making recommendations to the City Commission regarding potential amendments to the City Charter. The Board shall consist of five regular voting members and five alternate members appointed by the City Commission. The Mayor and each Commissioner shall have the right to appoint one regular member and one alternate member.

The members shall be residents and registered voters of the City at the time of appointment and throughout their terms. The Board may submit recommendations to amend the Charter to the City Commission for further consideration. The Board's recommendations shall be nonbinding, and the City Commission shall have sole discretion to determine which proposed Charter amendments, if any, are placed on the ballot for a vote by the City electors, the final wording of any proposed amendments, and the timing of any election on proposed Charter amendments.

Current Activity

Tania Heck has expressed interest in serving on the Charter Review Board as an alternate member and has been appointed by Commissioner Plaut. With the appointment of Ms. Heck, the Board will not have five regular members and five alternate members.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING TANIA HECK AS AN
ALTERNATE MEMBER TO THE CHARTER REVIEW BOARD; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in October 2024, the City Commission adopted Ordinance No. 2024/016 establishing a Charter Review Board (the “Board”) for the purpose of reviewing the City Charter and making recommendations to the City Commission regarding potential amendments to the City Charter; and

WHEREAS, pursuant to Section 2-67 of the City Code, the Board shall consist of five regular members and five alternate members, and the Mayor and each Commissioner shall have the right to appoint one regular member and one alternate member to the Board; and

WHEREAS, the members of the Board shall serve for a term of one year, provided that the term may be extended for an additional six months in the sole discretion of the City Commission by Resolution, but only to enable the Board to complete its work; and

WHEREAS, Tania Heck has been nominated by Commissioner Plaut to serve as an alternate member of the Board.

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

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

Section 2. Tania Heck is hereby appointed to serve as an alternate member of the Charter Review Board for a term commencing on June 17, 2025 and ending on May 20, 2026.

Section 3. Ms. Heck shall serve without compensation.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: **CHARTER REVIEW BOARD ALTERNATE**

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 **Tania Heck**

Address **3939 N.W. 1st Place**

City **Deerfield Beach** State **Florida** Zip **33442**

I reside in District # (can be found on back of your Voter Registration Card) **4**

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away? **—**

Home Phone **—** Work/Mobile Phone **754-235-2272**

E-mail **tania.lahozgates@hotmail.com**

Employer **United Realty Group**

Address **6991 N. State Road 7 Parkland Florida 33073**

Occupation (if retired, please indicate and list former occupation) **Real Estate Agent
and Real Estate Mortgage Loan officer.**

Please list any governmental Advisory Boards or Committees on which you currently serve: **None**

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 degree in Physical Education, Technical Degree in Business Administration, Licensure in Property appraisal, Real Estate Agent, and mortgage loans.

Professional: Certification(s)

Former State Certified Property Appraiser
Real Estate Agent
Mortgage Loan Officer

Knowledge: Training, interest or experience

Property appraiser, property manager, residential, commercial and industrial real-estate and residential mortgage.

Community Involvement: List organizations/positions

School volunteer and translator, serving as a secretary and board of directors for over 15 years at Gates of Hell School.

Organizations: Memberships

Realtor Association, Property Manager Association, National Association of Realtors (NAR), Mortgage Loan association

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: Tania Heck

Date: 05-30-2025

Print Name: Tania Heck

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

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

Face Sheet File Number: I.D. 2025-283

Agenda Date: 6/17/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Christina Fink as an alternate member to the Community Appearance Board to fill an unexpired term; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Community Appearance Board ("Board") was created pursuant to Chapter 78 of the City's Land Development Code ("Code") and is tasked with enhancing community character, promoting urban beautification, requiring that new projects and development enhance that which already exists, and providing the Planning and Development Services Department with design consultation when requested. In accordance with Section 78-3 of the Code, each Commissioner shall appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission.

Current Activity

In May 2025, Agnus Mancuso resigned from the Board. Christina Fink has expressed an interest in serving as an alternate member and has been nominated by Commissioner Hudak. Upon appointment, the Board will have four regular members with one vacancy and three alternate members with two vacancies. The members' terms expire on May 15th of the year that the term of the appointing Mayor/Commissioner's term expires.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING CHRISTINA FINK AS AN
ALTERNATE MEMBER TO THE COMMUNITY APPEARANCE BOARD
TO FILL AN UNEXPIRED TERM; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, in accordance with Chapter 78 of the City’s Land Development Code, the Community Appearance Board (the “Board”) is composed of five regular members and five alternate members and is tasked with enhancing community character, promoting urban beautification, requiring that new projects and development enhance that which already exists, and providing the Planning and Development Services Department with design consultation when requested; and

WHEREAS, Section 78-3 of the Land Development Code provides that each Commissioner shall appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, the Board currently has four regular members and three alternate members with one regular member vacancy and two alternate vacancies; and

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

WHEREAS, one of the alternate vacancies was due to a recent resignation and that member’s term expires on May 15, 2027; and

WHEREAS, Christina Fink has expressed an interest in serving as an alternate member and has been nominated by Commissioner Hudak.

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

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

Section 2. Christina Fink is hereby appointed to serve as an alternate member of the Board for a term commencing on June 17, 2025, and expiring on May 15, 2027.

Section 3. Ms. Fink shall serve without compensation and is required to file a financial statement in accordance with applicable law.

Section 4. 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: May 30, 2025

The attached application from Christina Fink for the Community Appearance 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.

Michael E. Hudak 06/02/25

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: Community Appearance 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 Christina Fink

Address 101 NE 19th Avenue

City Deerfield Beach

State FL

Zip 33441

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

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone

Work/Mobile Phone 5709543392

E-mail cafink1@yahoo.com

Employer Broward Schools

Address Crystal Lake MS, 3551 NE 3rd Ave, Pompano Beach, FL 33064

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

BS in Elementary Education & Special Education, Masters in Reading and Adminsitration, Doctorate in Education Administration i nSpecial Education

Professional: Certification(s)

K-12 Prinicpal ,K-12 Supervisor if Special Education
K-12 Special Education Teacher, K-12 Reading Specialist
K-8 Elementary Teacher

Knowledge: Training, interest or experience

Served on several boards and committies within the community. Activiely involved in volunterrering in various civic organizations. Worked under Mayor Michael Nutter in Philadelphia on a similar committe.

Community Involvement: List organizations/positions

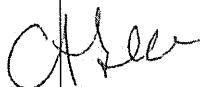
Rotary - Past President Night division, Kiwanis - Social chair and golf chair, Woman's Clun Treasure, American Legion Member, Order of Easter Star Past Matron, Moose Lodge Member, HOA Board member, Past Education Advisor Board member district 3, Honor Flight Guardian and

Organizations: Memberships

See above

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: 5/30/25

Print Name: Christina A. Fink

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

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

Face Sheet File Number: I.D. 2025-270

Agenda Date: 6/17/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Bryan Shartrand as an alternate member to the Planning and Zoning Board; 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

Bryan Shartrand has expressed an interest in serving on the Planning & Zoning Board ("Board") and has been nominated by Commissioner Plaut to serve as an alternate member. Mr. Shartrand has passed his Level II Background Screening.

Current Activity

Upon approval, the Board will have five regular members with no vacancies, and four alternates with one vacancy.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING BRYAN
SHARTRAND AS AN ALTERNATE MEMBER TO THE PLANNING
AND ZONING BOARD; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the City of Deerfield Beach (the “City”) Planning and Zoning Board (the “Board”) was created pursuant to Section 98-115 of the City’s Land Development Code (the “Code”) to serve as the local planning agency pursuant to Chapter 163, Florida Statutes; and

WHEREAS, pursuant to Section 98-115 of the Code, the Board shall consist of five regular members and five alternate members, and each Commissioner shall appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on April 30th of the year that the term of the appointing Commissioner’s term expires; and

WHEREAS, Commissioner Plaut has nominated Bryan Shartrand to serve as an alternate member of the Board.

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

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

Section 2. Bryan Shartrand is hereby appointed to serve as an alternate member of the Board for a term commencing on June 17, 2025, and ending on April 30, 2029.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: May 22, 2025

The attached application from Bryan Shartrand for the
Planning and Zoning 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.

 5/22/25

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: Zoning and Planning 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 Bryan Shartrand

Address 443 NW 38th Way

City Deerfield Beach

State Florida

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) District 4

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone 9546753737

Work/Mobile Phone 9546753737

E-mail Bryanshartrand@gmail.com

Employer Boca Raton Regional Hospital

Address 800 Meadows Rd., Boca Raton, FL.

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

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

Bachelor of Arts in Biochemistry from FIU

Professional: Certification(s)

Certified Radiologic Technologist in the State of Florida

Knowledge: Training, interest or experience

No formal training in any municipal positions, but I was a supervisor of a team of 9 technologists at Cleveland Clinic Florida Interventional Radiology Department.

Community Involvement: List organizations/positions

Active leader in Men's Ministry at Calvary Chapel Ft. Lauderdale, where we do community outreach.

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: 5/21/25

Print Name: Bryan Shartrand

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

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

Face Sheet File Number: I.D. 2025-295

Agenda Date: 6/17/2025

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 the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement with Broward County, the Broward County City Managers' Association, Inc. and other Broward Municipalities; 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

On September 17, 2018, the City Commission adopted Resolution No. 2018/158, approving the Transportation System Surtax Interlocal Agreement (the "ILA") with Broward County (the "County"), the Broward Metropolitan Planning Organization (the "MPO"), and other Broward municipalities (the "Municipalities"), to provide the process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds. In 2019, the Surtax ILA was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects (the "First Amendment"). In 2021, the Surtax ILA was further amended in order to proceed with implementation of expenditures of the transportation surtax proceeds (the "Second Amendment").

Current Activity

The MPO has been replaced with the Broward County City Managers' Association, Inc. ("BCCMA") as a party to the ILA. The parties to the ILA desire to amend and restate the ILA, having gained from the working knowledge and experience with the Transportation Surtax Program (the "Program") to address multiple aspects of the Program, including (1) the current status of Cycle 1 Projects; (2) reprioritize the distributions of Transportation Surtax Funding to Municipalities for Community Shuttle, Capital Projects, and Rehabilitation and Maintenance Projects; (3) provide a new Formula-based funding Model during County Fiscal Years 2026 to 2032, subject to availability of funding; (4) create new means of allowing Municipalities to obtain Surtax funding to be used as a local match in relation to state and federal appropriations and grants; (5) streamline the manner which the projects funding are placed under the Surtax Funding Agreements; (6) provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (7) permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (8) permit the ILA to be more easily modified, if required, to more efficiently and effectively distribute the Transportation Surtax Proceeds; and (9) describe the role that BCCMA will have in connection with certain parts of the programs established between the County and the Municipalities.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY, THE BROWARD COUNTY CITY MANAGERS' ASSOCIATION, INC. AND OTHER BROWARD MUNICIPALITIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 17, 2018, the City Commission adopted Resolution No. 2018/158, approving the Transportation System Surtax Interlocal Agreement (the "ILA") with Broward County (the "County"), the Broward Metropolitan Planning Organization (the "MPO"), and other Broward municipalities (the "Municipalities"), to provide the process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds; and

WHEREAS, September 12, 2019, the Surtax ILA was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects; and

WHEREAS, on February 2, 2021, the City Commission adopted Resolution No. 2021/011 approving the Second Amendment and Restatement of the ILA for the purposes of implementing the expenditures of the Transportation Surtax proceeds; and

WHEREAS, the Broward County City Managers' Association, Inc. (the "BCCMA") has replaced the MPO as a party to the ILA; and

WHEREAS, as the parties to the ILA (the "Parties") desire to fully restate the Interlocal Agreement, as amended, having gained from the working knowledge and experience with the Transportation Surtax program, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to

Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities, as set forth in the attached Exhibit “1” (the “2025 Amended and Restated ILA”); and

WHEREAS, the City Commission finds it in the best interest of the City to approve and authorize the execution of the 2025 Amended and Restated ILA with the County, BCCMA, and the Municipalities, attached as Exhibit “1”.

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 2025 Amended and Restated ILA with Broward County, the BCCMA, and the Municipalities, attached as Exhibit “1,” is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the 2025 Amended and Restated ILA, attached as Exhibit “1,” together with such non-substantial changes as may be 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 execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (“2025 ILA”) is entered into among Broward County, a political subdivision of the State of Florida (“County”), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the “Municipalities” and each a “Municipality”), and the Broward County City Managers’ Association, Inc. (“BCCMA”). County, Municipalities, and the BCCMA are each a “Party,” and collectively referred to as the “Parties.”

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (“Transportation Surtax Ordinance”), a 30-year 1% transportation surtax (“Transportation Surtax”) was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax (“Original ILA”). The Original ILA was amended in June 2019 (“First Amendment”), and in March 2021 (“Second Amendment”), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization (“BMPO”) as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the “ILA”).

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has, to the best of each Party’s knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties’ working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model as defined in Section 4.3.1. for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of

Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. ***Applicable Law*** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. **Centerline Miles** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. **Community Shuttle** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. **County Commission** means the Broward County Board of County Commissioners.

1.2.8. **Cycle 1 Ranked Projects** means the municipal projects not currently under a Surtax Funding Agreement listed in **Exhibit A** to this 2025 ILA.

1.2.9. **Effective Date** means the date of complete execution of this 2025 ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.10. **Eligible Municipal Project** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.11. **FDOT** means the Florida Department of Transportation.

1.2.12. **Fiscal Year** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.13. **MAP Administration** means County's Mobility Advancement Program Administration staff.

1.2.14. **Minimum Annual Guarantee** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.15. **Municipal Capital Project Tails** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Municipal Five-Year Plan as of the Effective Date.

1.2.16. **Municipal Capital Projects** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.17. **Municipal Five-Year Plan** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that “Fiscal Year 2025 Five-Year Plan” means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.18. **Municipal Capital Project Contingency** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project’s construction phase (e.g., tariffs, inflation/cost escalation, etc.), up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed amount if approved by County pursuant to Section 4.4.4.

1.2.19. **Municipal R&M Projects** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, or (iv) cycling paths).

1.2.20. **Municipal Single Point of Contact** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality’s approved surtax projects, services, and initiatives.

1.2.21. **New Municipal Capital Projects** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.22. **On-demand Transportation Services** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term “On-demand Transportation Services” means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.23. **Oversight Board** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.24. **Road** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, “road” means “a way open to travel by the public, including, but not limited to, a street, highway, or alley.” Absent express conflicting modification to that statutory definition of “road,” for the purposes of this 2025 ILA: a “road” includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of “road,” for purposes of this 2025 ILA, a “road” does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.25. **Surtax Funding Agreement** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.26. **Transportation Surtax Proceeds**, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(b), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement
Exhibit B	Fiscal Year 2026 Formula-based Funding Amounts
Exhibit C	List of Municipal Capital Project Tails
Exhibit D	Municipal Projects Awarded for Fiscal Years 2020 – 2029

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, after consultation with the affected Municipality, terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a

project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of termination; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects shall no longer be eligible to receive separate cost escalation funding from County and the contingency provisions in Section 4.4.4 shall apply.

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
 - **Priority 1:** Community Shuttle as described in Section 4.2. below.
 - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2030-2033**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.
- **Fiscal Years 2034-2048**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 3:** Grant Match Program as described in Section 4.5 below.
 - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. Community Shuttle.

4.2.1. Community Shuttle Funding. A portion of the Transportation Surtax Proceeds will be used to directly fund the applicable Municipalities for the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all

participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of formula-based funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate of Formula-based Funding that each Municipality will be eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year.

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this

section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Year(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year, Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger sum in such later Fiscal Year and

permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration ("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the ADA, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In

addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars (\$1,000,000) per occurrence for property damage and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial report, Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality's request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding

received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program. For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and \$40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be \$200,000 (i.e., \$40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Municipal Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a new Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Municipal Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which

projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement a line item for Municipal Capital Project Contingency up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project).

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not

awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the

Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (i) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (ii) the actual Transportation Surtax Proceeds received by County and (iii) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and County committed 10% (\$50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at \$50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only \$480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of \$2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the under-appropriated funds being the "Differential Amount"), then County, in its sole discretion, after

consultation with the BCCMA, will: (i) make funding available in the current Fiscal Year for Municipal Capital Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% (\$50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that \$520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal Capital Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of \$2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that to the best of each Party's knowledge, funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

- a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;
- b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:
 - (i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
 - (ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
 - (iii) Right-of-way required to construct the project has not been acquired;
 - (iv) The permits required to construct the project have not been obtained;
 - (v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal Capital Project Contingency (construction projects only). Such reallocated funding from terminated projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator

on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to Deliver an Eligible Municipal Project. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the Municipality of its intent to deliver the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery of an Eligible Municipal Project by County or FDOT, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

5.5. Surtax Funding Agreements. For each Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds paid by County for Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such Surtax Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
 115 S. Andrews Avenue, Room 409
 Fort Lauderdale, FL 33301
 Email: mcepero@broward.org

With a copy to: Broward County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email: nklitsberg@broward.org
ameyers@broward.org

As to Municipality: Manager/Administrator
Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
Name, address, and current email provided on signature page

As to BCCMA: BCCMA President
Name, address, and current email provided on signature page

With a copy to: BCCMA Counsel
Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Original ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

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IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of June, 2025 (Agenda Item 65); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
06/09/2025
#1168734.20

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

CITY/TOWN/VILLAGE OF DEERFIELD BEACH through its governing body, signing by and through its MAYOR AND CITY MANAGER, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

CITY OF DEERFIELD BEACH

WITNESS:

Signature of Witness

By: _____
Todd Drosky, Mayor

Print or Type Name of Witness

_____ day of _____, 2025

Signature of Witness

By: _____
Rodney Brimlow, Municipal Manager

Print or Type Name of Witness

_____ day of _____, 2025

ATTEST:

Notices to Municipality: (name/address/
email)

Heather Montemayor, Municipal
Clerk

Rodney Brimlow, City Manager
150 NE 2nd Avenue, Deerfield Beach, FL 33441

Approved as to legal form by:

RBrimlow@deerfieldbeachfl.gov

Anthony Soroka, Municipal Attorney

With a copy to Municipality Counsel:

Anthony Soroka, City Attorney
2255 Glades Road, Suite 200-E, Boca Raton, FL 33431

ASoroka@wsh-law.com

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

The Broward County City Managers Association, Inc., through its governing body, signing by and through its _____, authorized to execute the same by BCCMA action on the _____ day of _____, 2025.

BCCMA

WITNESS:

Signature of Witness

By: _____
Signature

Print or Type Name of Witness:

Print Name/Title:

_____ day of _____, 2024

Signature of Witness

Print or Type Name of Witness

Approved as to form by:
BCCMA Counsel

Notices to BCCMA: (name/address/email)

Signature

Print Name

With a copy to BCCMA Counsel:

EXHIBIT A**Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

**Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M)
Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B
Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: \$30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles ⁽¹⁾	Surtax Allocation ⁽²⁾
Coconut Creek	48.000	0.000	48.000	1.14%	\$343,110
Cooper City	75.040	0.000	75.040	1.79%	\$536,396
Coral Springs	226.100	0.000	226.100	5.39%	\$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	\$666,671
Davie	310.210	5.500	315.710	7.52%	\$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	\$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	\$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	\$487,453
Hillsboro Beach ⁽³⁾	0.500	0.000	0.500	0.01%	\$3,574
Hollywood	365.370	61.100	426.470	10.16%	\$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	\$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	\$314,518
Lauderhill	106.500	0.000	106.500	2.54%	\$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	\$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	\$325,240
Margate	101.090	0.000	101.090	2.41%	\$722,605
Miramar	166.380	0.000	166.380	3.96%	\$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	\$385,999
Oakland Park	115.000	0.000	115.000	2.74%	\$822,036
Parkland	29.200	0.000	29.200	0.70%	\$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	\$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	\$3,358,551
Plantation	219.800	0.000	219.800	5.24%	\$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	\$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	\$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	\$485,358
Sunrise	186.020	8.400	194.420	4.63%	\$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	\$978,294
West Park	51.550	0.000	51.550	1.23%	\$368,486
Weston	100.743	0.000	100.743	2.40%	\$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	\$335,962
TOTALS	4,093.699	103.200	4,196.899	100%	\$30,000,000

Source: 2023 City County Mileage, FDOT City/County Road Mileage Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfLAvm106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]

Notes:

- (1) **Percentage of Centerline Miles** is calculated using the Total of Paved + Unpaved Municipal-owned Roads
- (2) **Surtax Allocation** is obtained by applying the **Percentage of Centerline Miles** by Municipality to \$30,000,000
- (3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails ⁽¹⁾								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	\$ 500,000.00	Construction	\$ 4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	\$ 506,520.00	Construction	\$ 4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	\$ 552,779.00	Design & Construction	\$ 12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	\$ 235,414.00	Design & Construction	\$ 3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	\$ 223,320.00	Construction	\$ 7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	\$ 115,400.00	Construction	\$ 1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	\$ 1,181,617.00	Construction	\$ 10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	\$ 1,527,120.00	Construction	\$ 25,106,984

Notes:

- (1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of Municipal Five-Year Plan (FY2030), totaling \$33,266,254.
- (2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total	
RAM	1	Lauderhill	BC-LAHL-FY2020-00001	\$	15,500	C																		\$	15,500
RAM	1	Plantation	BC-PLANT-FY2020-00002	\$	2,749,823	C																		\$	2,749,823
RAM	1	Fort Lauderdale	BC-FLAUD-FY2020-00002	\$	2,553,217	C																		\$	2,553,217
RAM	1	Hollywood	BC-HLYWD-FY2020-00002	\$	1,666,863	C																		\$	1,666,863
RAM	1	Fort Lauderdale	BC-FLAUD-FY2020-00004	\$	1,617,300	C																		\$	1,617,300
RAM	1	Hollywood	BC-HLYWD-FY2020-00001	\$	2,967,457	C																		\$	2,967,457
RAM	1	Tamarac	BC-TAM-FY2020-00001	\$	2,817,339	C																		\$	2,817,339
RAM	1	Coconut Creek	BC-CORCK-FY2020-00001	\$	3,000,000	C																		\$	3,000,000
RAM	1	Deerfield Beach	BC-DFBEACH-FY2020-00001	\$	791,219	C																		\$	791,219
RAM	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	\$	1,223,145	C																		\$	1,223,145
RAM	1	Lighthouse Point	BC-LHPOINT-FY2020-00001	\$	913,588	C																		\$	913,588
RAM	1	Oakland Park	BC-OKLAND-FY2020-00001	\$	2,981,440	C																		\$	2,981,440
RAM	1	Miramar	BC-MIRAM-FY2020-00003	\$	2,234,426	C																		\$	2,234,426
RAM	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	\$	737,005	C																		\$	737,005
RAM	1	Hollywood	BC-HLYWD-FY2020-00003	\$	1,038,006	C																		\$	1,038,006
RAM	1	Hallandale Beach	BC-HBEACH-FY2020-00001	\$	2,971,710	C																		\$	2,971,710
RAM	1	Oakland Park	BC-OKLAND-FY2020-00002	\$	2,072,800	C																		\$	2,072,800
RAM	1	Miramar	BC-MIRAM-FY2020-00002	\$	1,854,177	C																		\$	1,854,177
RAM	1	Weston	BC-WESTON-FY2020-00004	\$	72,765	C																		\$	72,765
RAM	1	Cooper City	BC-COOPERC-FY2020-00002	\$	1,036,960	C																		\$	1,036,960
RAM	1	Dania Beach	BC-DBEACH-FY2020-00001	\$	297,905	C																		\$	297,905
RAM	1	Miramar	BC-MIRAM-FY2020-00001	\$	1,995,001	C																		\$	1,995,001
RAM	1	Coral Springs	BC-CSPRINGS-FY2020-00001	\$	399,406	C																		\$	399,406
RAM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	\$	1,440,093	C																		\$	1,440,093
RAM	1	Margate	BC-MARG-FY2020-00002	\$	293,350	C																		\$	293,350
RAM	1	Weston	BC-WESTON-FY2020																						

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	\$ 67,500	P							\$ 270,000	D	\$ 1,912,500	C									\$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	\$ 360,218	D			\$ 4,639,782	C															\$ 5,000,000
MCP	1	Margate	MARG-002	\$ 20,880	D					\$ 153,120	C													\$ 174,000
MCP	1	Fort Lauderdale	FORT-104	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Oakland Park	OAKL-007	\$ 150,000	P																			\$ 150,000
MCP	1	Coral Springs	CORA-008	\$ 600,000	P									\$ 250,000	D	\$ 9,450,000	C	\$ 9,700,000	C					\$ 20,000,000
MCP	1	Hollywood	HOLI-038	\$ 150,000	P							\$ 600,000	D	\$ 4,250,000	C									\$ 5,000,000
MCP	1	Miramar	MIRA-020	\$ 144,000	D					\$ 1,056,000	C													\$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-016	\$ 15,000	P					\$ 60,000	D					\$ 425,000	C							\$ 500,000
MCP	1	Sunrise	SUNR-075	\$ 1,110,000	D					\$ 2,860,000	C					\$ 5,280,000	C							\$ 9,150,000
MCP	1	Davie	DAVI-012	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Wilton Manors	WILT-003	\$ 240,000	D					\$ 1,760,000	C													\$ 2,000,000
MCP	1	West Park	WPRK-003	\$ 420,000	D							\$ 3,080,000	C											\$ 3,500,000
MCP	1	Weston	WEST-192	\$ 369,600	D							\$ 3,091,549	C											\$ 3,461,149
MCP	1	Deerfield Beach	DEER-006	\$ 300,000	D					\$ 2,200,000	C													\$ 2,500,000
MCP	1	North Lauderdale	NLAU-008	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Cooper City	COOP-024	\$ 480,000	D							\$ 2,112,000	C	\$ 1,408,000	C									\$ 4,000,000
MCP	1	Parkland	PARK-002	\$ 312,000	D			\$ 2,288,000	C															\$ 2,600,000
MCP	1	Margate	MARG-047	\$ 120,000	D									\$ 880,000	C									\$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	\$ 5,360	D			\$ 37,840	C															\$ 43,000
MCP	1	Tamarac	TAMA-001	\$ 120,000	P																			\$ 120,000
MCP	1	Dania Beach	DANI-017	\$ 865,440	D			\$ 6,346,560	C															\$ 7,212,000
MCP	1	Coral Springs	CORA-102	\$ 45,000	D									\$ 330,000	C									\$ 375,000
MCP	1	Miramar/Pembroke Pines	MIRA-025	\$ 252,000	D							\$ 1,848,000	C											\$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	\$ 120,000	D											\$ 880,000	C							\$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	\$ 180,000	D											\$ 1,320,000	C							\$ 1,500,000
MCP	1	Davie	DAVI-014	\$ 336,000	D											\$ 2,464,000	C							\$ 2,800,000
MCP	1	Coconut Creek	COCO-016	\$ 330,600	D									\$ 2,424,400	C									\$ 2,755,000
MCP	1	West Park	WPRK-008	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Pompano Beach	POMP-013	\$ 711,452	D							\$ 5,217,316	C											\$ 5,928,768
MCP	1	Parkland	PARK-007	\$ 72,000	D											\$ 528,000	C							\$ 600,000
MCP	1	Margate	MARG-033	\$ 24,000	D											\$ 176,000	C							\$ 200,000
MCP	1	Hollywood	HOLI-056	\$ 100,000	D							\$ 733,333	C											\$ 833,333
MCP	3	Miramar	MIRA-017													\$ 506,520	D							\$ 506,520
MCP	3	West Park	WPRK-001													\$ 115,400	D							\$ 115,400
MCP	3,4	Davie	DAVI-019													\$ 370,416	D	\$ 5,871,572	C					\$ 6,241,988
MCP	3	Weston	WEST-312													\$ 1,181,617	D							\$ 1,181,617
MCP	3,4	Davie	DAVI-002													\$ 367,726	D	\$ 5,619,520	C					\$ 5,987,246
MCP	3	Oakland Park	OAKL-22-004													\$ 471,137	C							\$ 471,137
MCP	3,4	Davie	DAVI-011													\$ 331,979	D	\$ 5,796,163	C					\$ 6,128,142
MCP	3	Lauderhill	LHR-518													\$ 511,563	D	\$ 10,369,448	C					\$ 10,871,011
R&M	1	Oakland Park	OAKL-2020-003							\$ 510,510	C													\$ 510,510
R&M	1	Coral Springs	CORA-2020-002											\$ 1,712,582	C									\$ 1,712,582
R&M	1	Hallandale Beach	HALL-2020-002							\$ 162,979	C													\$ 162,979
R&M	1	North Lauderdale	NLAU-2020-002													\$ 1,646,365	C							\$ 1,646,365
R&M	1	Lauderdale Lakes	LLAK-2020-002													\$ 2,000,000	C							\$ 2,000,000
R&M	1	Margate	MARG-2020-004							\$ 123,599	C													\$ 123,599
MCP	4,5	Coconut Creek	COCO-23-007																					\$ 123,599
MCP	4,5	Fort Lauderdale	FORT-23-001																					\$ 16,368,614
MCP	4	Coconut Creek	COCO-23-001																					\$ 10,177,609
MCP	4	Oakland Park	OAKL-22-020																					\$ 6,371,882
MCP	4	Wilton Manors	WILT-22-001																					\$ 552,779
MCP	4	Oakland Park	OAKL-22-003													\$ 500,000	D							\$ 500,000
MCP	4	Fort Lauderdale	FORT-22-001																					\$ 223,320
MCP	4	Miramar	MIRA-013																					\$ 1,527,120

MCP = Municipal Capital Project; R&M = Rehabilitation & Maintenance Project

PH = Phases: P - Planning, D - Design, R - Right of Way, C - Construction

NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles"; only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the municipal surtax program are not shown.



MONICA CEPERO, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7354 • FAX 954-357-7360

May 30, 2025

Adam Reichbach, President
Broward County City Managers Association, Inc. (BCCMA)
c/o P.O. Box 229045
Hollywood, FL 33020

Via email: areichbach@hollywoodfl.org

Re: Response to April 15, 2025, BCCMA Correspondence and 3rd Amendment to Transportation Surtax Interlocal Agreement

Dear Mr. Reichbach,

I would like to extend my thanks to the BCCMA for the comprehensive comments outlined in your letter dated April 15, 2025. I am pleased to present the enclosed proposed *Amended and Restated Transportation System Surtax Interlocal Agreement* (3rd Amendment ILA), which is the culmination of extensive and diligent efforts. Every aspect of the 3rd Amendment has been carefully developed through a thorough and collaborative process, reflecting the valuable input and specific requests of the BCCMA membership. In addition to the 3rd Amendment ILA, I have prepared responses to questions raised in your April 15, 2025, letter.

Outstanding BCCMA Term Sheet Questions transmitted on April 15, 2025, Letter

- **Page 3 of 15 - Re: Oversight Board extension of County termination of Cycle 1 Projects.**

BCCMA Question: *Is the Oversight Board the Final Arbitrator or is this technically the Board of Broward County Commissioners?*

County Response: Pursuant to the 3rd Amendment ILA, the County Administrator will make final determinations regarding whether to extend Cycle 1 projects that are not under a Surtax Funding Agreement. The intention remains to bring an amendment to the Code of Ordinances to the Board of County Commissioners after the 3rd Amendment ILA has been approved by the required parties that would change this provision, so the Oversight Board is delegated the authority for a final extension. If the modification to the

Broward County Board of County Commissioners

Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine

www.broward.org

Page 1 of 3

Code of Ordinances is approved by the Board, then yes, the Oversight Board's final extension determination will be final.

- **Page 6 of 15 - Re: Municipal deferred R&M funding will be considered "spent" for purposes of Minimum Annual Guarantee.**

BCCMA Question: *Is the Minimum Annual Guarantee not always 10% of Surtax Proceeds?*

County Response: Yes, the Minimum Annual Guarantee is 10% of the annual Transportation Surtax proceeds, as provided in Section 1.2.15, and aligns with the term sheet previously provided.

- **Page 9 of 15 - Re: Grant Match Port funding being generally based on a first come/first served basis, subject to County review and consideration being given to projects that are likely to result in maximum leverage, County Commission strategic transportation planning, and amounts of surtax previously received by the requesting.**

BCCMA Question: *This would infer that the leverage number of applications would be compared to each other which alters the concept of first come/first served basis which would mention above.*

County Response: Yes, the Grant Match applications will be reviewed as they come in generally on a first come/first served basis, subject to some modifiers if there are multiple applications received at or about the same time or certain requests conflict with existing projects, etc. The full list of qualifiers is described in greater detail, as provided in Section 4.5, and aligns with the term sheet previously provided.

- **Page 13 of 15 - Re: Oversight Board extension of County termination of projects when a Municipality is not timely under a Surtax Funding Agreement.**

BCCMA Question: *Aren't Oversight Board actions only recommendations to County Commission?*

County Response: Please see earlier response regarding Cycle 1 Projects not under a Surtax Funding Agreement. The same process will be followed and if the Board of County Commissioners approve modifications to the applicable ordinance, the Oversight Board's final extension determination will be final.

Additionally, as the BCCMA requested, the formula-based funding will be solely based on the percentage of centerline miles (as it relates to the total local centerline miles in the County) of municipally owned public roadways, without additional modifiers. Each time Florida Department

of Transportation releases updates to the centerline miles within Broward County and municipalities within the County, the formula-based funding will be adjusted accordingly.

As a next step, the attached proposed 3rd Amendment ILA will be submitted to our Broward County Board of County Commissioners on June 10th, 2025, for approval in substantially the same form. The agenda item also authorizes the County Administrator to make minor, non-substantive modifications as may be necessary to finalize the 3rd Amendment ILA. Once the requisite number of Municipalities approve the 3rd Amendment ILA, it will then be executed by the Broward County Mayor and the County Administrator.

We encourage all municipalities act as soon as possible to place a similar item on an agenda in June 2025. Having the municipalities approve the 3rd Amendment ILA "in substantial form" will allow the same flexibility to make minor modifications and enable our respective legal teams and counsel to conduct final review and incorporate any necessary minor edits, ensuring the agreement is ready for execution in a timely and efficient manner. County staff and attorneys are currently preparing the new relevant documents for the formula-based and grant match programs described in the 3rd Amendment ILA to ensure it can be utilized as soon as the 3rd Amendment ILA is approved and effective.

Thank you once again for your partnership and thoughtful engagement. We look forward to bringing this agreement to final execution and continue working together for the overall success of the Transportation Surtax program for the communities that we collectively serve.

Respectfully Submitted,



Monica Cepero
County Administrator

Enclosure

cc: Board of County Commissioners
Kevin Kelleher, Assistant County Administrator
Laurette Jean, Assistant to the County Administrator
Gretchen Cassini, Mobility Advancement Program Administrator
Andrew Meyers, County Attorney
Nathaniel Klitsberg, Transportation Surtax General Counsel
Neysa Herrera, Vice President, BCCMA
Catherine Givens, Secretary, BCCMA
BCCMA Surtax Subcommittee Representatives



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-245

Agenda Date: 6/17/2025

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 increased expenditures in the amount of \$24,869.36 to purchase order #20250210 for the purchase of additional cartridge filters from American Melt Blown & Filtrations, Inc. for the West Water Treatment Plant for a total amount not to exceed \$74,869.36 in fiscal year 2025; providing for execution, appropriations and an effective date. (Funds from Account #401-300-360-3602-000-53600-503525 - Material to Maintain Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$24,869.36 increase

Account Name: Material to Maintain Equipment

Account Number: 401-300-360-3602-000-53600-503525

Background/History

In fiscal year 2024, Water Plant staff requested a total of \$50,000.00 for cartridge filters for the fiscal year 2025 budget. This cost estimate was based on the average amount of funds spent during the previous three fiscal years. After the budget was approved, the Water Plant had a well that began to pump a large volume of sand, which caused the filter replacements to occur at a higher frequency than anticipated during budget preparations. Additional filter purchases above the budgeted amount are required due to this issue.

Current Activity

Water plant staff is requesting an increase of \$24,869.36 for a total PO amount of \$74,869.36 for Fiscal Year 2025.

Recommendation

It is recommended that the City Commission approve the increased expenditures to furnish and supply cartridge filters in a total amount not to exceed \$74,869.36 for fiscal year 2025 for the City's West Water Treatment Plant.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING INCREASED EXPENDITURES IN THE AMOUNT OF \$24,869.36 TO PURCHASE ORDER #20250210 FOR THE PURCHASE OF ADDITIONAL CARTRIDGE FILTERS FROM AMERICAN MELT BLOWN & FILTRATIONS, INC. FOR THE WEST WATER TREATMENT PLANT FOR A TOTAL AMOUNT NOT TO EXCEED \$74,869.36 IN FISCAL YEAR 2025; PROVIDING FOR EXECUTION, APPROPRIATIONS AND AN EFFECTIVE DATE

WHEREAS, as part of its operation and maintenance requirements at the West Water Treatment Plant (the “Water Plant”), the Department of Environmental Services (the “Department”) plans for the utilization of cartridge filters each year to be utilized at the Water Plant for the water filtration process; and

WHEREAS, the 2025 Fiscal Year Budget allocated \$50,000.00 to be utilized over the course of the fiscal year for purification and filtering devices, maintenance and repair; and

WHEREAS, during the current 2025 Fiscal Year, the Department has been purchasing cartridge filters on an as needed basis from American Melt Blown & Filtrations, Inc. (“American Melt”); and

WHEREAS, recently, the Water Plant incurred an issue with a well starting to pump large volumes of sand that caused the Water Plant to utilize existing cartridge filters on hand for replacement work at a higher frequency than anticipated, which resulted in the need for additional cartridge filters during the fiscal year; and

WHEREAS, the Department issued Purchase Order #2025210 (the “PO”) to American Melt for additional cartridge filters to be stocked and utilized at the Plant in an amount of \$50,000.00; and

WHEREAS, after reviewing all purchases for cartridge filters during the current fiscal year, it was determined that the current budget allocation needs to be increased by \$24,869.36, which will address all cartridge filter purchases made for the Water Plant since October 1, 2024, pending purchases and projected purchases expected through the end of the fiscal year on September 30, 2025; and

WHEREAS, staff recommends that the City Commission approve the increased expenditures to the PO for the purchase of cartridge purchases in the amount of \$24,869.36 (the “Increased Expenditure”) for a total 2025 Fiscal Year Budget allocation, and total cartridge filter purchase amount from American Melt in Fiscal Year 2025, not to exceed \$74,869.36.

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 increased expenditure to the existing PO in the amount of \$24,869.46 for the purchase of cartridge filters for the Water Plant from American Melt in the total amount not to exceed \$74,869.36 in Fiscal Year 2025.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including but not limited to making the necessary budget adjustments and appropriations to effectuate the Increased Expenditure.

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

Procurement and Contract Administration Division
401 SW 4th Street
Deerfield Beach, FL 33441
(954) 250 - 4064

Bill To

CITY OF DEERFIELD BEACH
150 NE 2ND AVE
ATTN: ACCOUNTS PAYABLE
DEERFIELD BEACH, FL 33441

Ship To

WATER PLANT
200 GOOLSBY BLVD
DEERFIELD BEACH, FL 33442

Vendor

100678

AMERICAN MELT BLOWN & FILTRATION INC
1030 EAST ELM STREET
RENSSELAER, IN 47978

Purchase Order

Fiscal Year 2025

Page 1 of 1

**PO # MUST APPEAR ON ALL INVOICES & ANY
SHIPPING DOCS FOR PAYMENT TO BE PROCESSED.**

Purchase Order Number

20250210

Purchase Order Date

01/15/2025

Department

WATER PLANT

Send invoices to dfbinvoices@deerfield-beach.com

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	ADAM@AMBF.US	100678		Brooklyn Cunningham	

NOTES

PURIFICATION AND FILTERING DEVICES MAINTENANCE AND

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

Purchase Order in accordance with the City
of Pompano Beach, FL Bid ITB E-20-22
Cartridge Filters. All terms, conditions,
specifications and pricing shall apply.

Contract Renewal Term: 9/13/24 to 9/12/25

There are 2 additional 1 year
renewal options available.

Purchase pursuant to Procurement Code
Sec. 38-116, item 3(b)x.

***** REPLACEMENT PURCHASE ORDER FROM FY25 *****

This PO replaces Financial Enterprise Purchase Order #250133 for FILTER CARTRIDGES for the remaining balance amount of \$50,000.00.

FE G/L account #: 4015020-5333525

Tyler G/L account #: 401-300-360-3602-000-53600-503525-

***** DO NOT DUPLICATE*****

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PURIFICATION AND FILTERING DEVICES MAINTENANCE AND REPAIR GL #: 401-300-360-3602-000-53600-503525-	1.0000		\$50,000.0000	\$50,000.00

The City of Deerfield Beach abides by the Local Government Prompt Payment Act, FL Statute 218.70 through 218.80.

Rodney Brimlow, City Manager

Total Ext. Price

\$50,000.00

Purchase Order Total

\$50,000.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-253

Agenda Date: 6/17/2025

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 a professional services agreement with Davenport & Company, LLC, to provide financial advisory consulting services on a task-by-task basis for a one-year term, with two additional one-year renewals in an annual amount not to exceed \$115,000.00; and providing for an effective date. (Funds from Account 100-100-130-1300-000-51300-503299 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Not to exceed \$115,000

Account Name: Other Contractual Services

Account Number: 100-100-130-1300-000-51300-503299

Background/History

City staff desires to enter into a Professional Services Agreement with Davenport & Company, LLC ("Davenport") to perform financial advisory services on a task-by-task basis.

Davenport & Company, LLC ("Davenport") is a nationally recognized wealth management firm that provides financial advisory services to both private and public entities. Davenport has been retained by the City since 2019, and Davenport has extensive knowledge regarding the City's operations and financial controls and has provided the City with financial advisory services over the years. Section 38-116(3)c.1 of the City Code authorizes the direct acquisition of professional services, such as the financial advisory services provided by Davenport, to be made without utilizing a sealed competitive method or written quotations method subject to City Commission approval.

City staff recommends approving and authorizing execution of the agreement with Davenport, enclosed as Exhibit "1," for the Services in an amount not to exceed \$115,000.00 for a one-year term with the option to renew for two additional one-year terms (the "Agreement"). During the term of this Agreement, Davenport shall serve as an independent contractor to the City and shall provide financial advisory services on a task-by-task basis for those tasks set forth in the Scope of Services set forth in the enclosed Exhibit "A", which may also include financial advisory services related to the City's General and Enterprise/Utility Funds (collectively, the "Services").

In consideration of the Contractor's actions on behalf of the City and the Services rendered, the City shall compensate the Contractor in an annual amount not to exceed \$115,000.00 based upon the

hourly rates set forth in Exhibit “B” of the enclosed Agreement for non- transactional services and transaction-related services shall be paid as broken-down in the enclosed Exhibit “B”.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DAVENPORT & COMPANY, LLC, TO PROVIDE FINANCIAL ADVISORY CONSULTING SERVICES ON A TASK BY TASK BASIS FOR A ONE YEAR TERM, WITH TWO ADDITIONAL ONE YEAR RENEWALS IN AN ANNUAL AMOUNT NOT TO EXCEED \$115,000.00; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Financial Services (the “Department”) is responsible for managing and planning the City’s finances, which includes establishing and maintaining effective controls over financial activities to ensure compliance with applicable federal, state, and local laws and regulations; and

WHEREAS, the City desires to retain a firm to provide financial advisory services on a task by task basis, as well as assist in such services relating to the City’s General, Enterprise and Utility Funds (the “Services”); and

WHEREAS, Davenport & Company, LLC (“Davenport”) is a nationally recognized wealth management firm that provides financial advisory services to both private and public entities; and

WHEREAS, Davenport has been retained by the City since 2019, and Davenport has extensive knowledge regarding the City’s operations and financial controls and has provided the City with financial advisory services over the years; and

WHEREAS, Section 38-116(3)c.1 of the City Code authorizes the direct acquisition of professional services, such as the financial advisory services provided by Davenport, to be made without utilizing a sealed competitive method or written quotations method subject to City Commission approval; and

WHEREAS, Davenport submitted a proposal with a scope of services to the Department to provide the Services required by the City on a task by task basis; and

WHEREAS, City staff recommends approving and authorizing execution of the agreement with Davenport, attached as Exhibit “1,” for the Services in an amount not to exceed \$115,000.00 for a one-year term with the option to renew for two additional one-year terms (the “Agreement”); and

WHEREAS, due to their experience in the financial services market and extensive knowledge regarding the City’s operations and financial controls, the City Commission finds it to be in the best interest of the City to approve and authorize execution of the Agreement with Davenport, attached as Exhibit “1,” for the Services in an annual amount not to exceed \$115,000.00.

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

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

Section 2. The City Commission hereby approves the Agreement with Davenport, attached as Exhibit “1,” for the Services in an annual amount not to exceed \$115,000.00.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreement with Davenport, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of this _____ day of _____, 2025 (the “Effective Date”) by and between the City of Deerfield Beach, Florida, a Florida municipality (“City”) and Davenport & Company, LLC, a Foreign Limited Liability Company authorized to business in the State of Florida . (“Contractor”), with each being referred to herein as a Party or collectively as the “Parties.”

RECITALS

WHEREAS, the City desires to retain Contractor to perform financial advisory services on a task-by-task basis, as more specifically set forth in Exhibit “A”; and

WHEREAS, Contractor is engaged in the business of providing such services and is willing to provide those services.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor hereby agree as follows:

1. **TERM.** This Agreement shall commence on the Effective Date and shall continue until June 16, 2026, with the City’s option to renew for two (2) additional one (1) year periods. This Agreement may be earlier terminated with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Contractor shall serve as an independent contractor to City and shall provide financial advisory services on a task-by-task basis for those tasks set forth in the Scope of Services attached and incorporated herein by reference as Exhibit “A”, which may also include financial advisory services related to the City’s General and Enterprise/Utility Funds (collectively, the “Services”). The Services shall be the only services provided by Contractor unless altered with the mutual written consent of both Parties to this Agreement.
3. **COMPENSATION.** In consideration of Contractor’s actions on behalf of City and the Services rendered hereunder, City shall compensate Contractor in an amount not to exceed \$115,000.00 based upon the hourly rates set forth in Exhibit “B” for non-transactional services and transaction related services shall be paid as broken-down in Exhibit “B. In addition, Contractor shall be paid out-of-pocket expenses billed as direct costs for expenses such as meals, travel, lodging, mileage, or airfare. All out-of-pocket expenses are included in the not to exceed amount of this Agreement. All Services performed shall be invoiced to City at the end of each calendar month for services provided during that month. City is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

- 4. INDEPENDENT CONTRACTOR.** During the term of this Agreement, Contractor shall be an independent contractor and not an employee of the City. Contractor is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the City, unless expressly authorized in writing by the City Manager or his designee. Contractor shall perform the Services at the request of the City Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the City and Contractor. Unless expressly provided for otherwise in this Agreement, Contractor shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded City employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Contractor or to any employee or agent of the Contractor. Contractor shall be responsible for complying with Florida's Worker's Compensation laws, as described in section (8), below. All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of the Contractor, under its sole direction and not an employee, contractor or agent of the City. Contractor is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.
- 5. CONTRACTOR REPRESENTATIONS.** Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.
- 6. TERMINATION.**
- a. This Agreement may be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in the written notice provided by City, which termination date shall not be less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- b. This Agreement may be terminated for cause for reasons including, but not limited to Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement and outlined in Exhibits "A and B."

c. In the event that this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

d. In the event that this Agreement is terminated for any reason, any amounts due Consultant shall be withheld by City until all documents are provided to City.

e. Should at any time during the term of this Agreement, the Consultant is in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the Consultant until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

In the event that the Consultant is terminated, the City may assign the Agreement to another Consultant, or seek a new Consultant, until the Consultant is re-let, or until the end of the agreement term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

f. Contractor may terminate this Agreement upon ninety (90) days prior written notice to the City and such notice shall specify the effective date of such termination.

7. MISCELLANEOUS.

a) **Notices.** All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To City: City Manager
 City of Deerfield Beach
 150 NE 2nd Avenue
 Deerfield Beach, FL 33441

To Contractor: Ted Cole, Sr. Vice-President
 Davenport & Company, LLC.

b) **Compliance with Laws.** Contractor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction. Contractor shall make its services available to City residents without regard to race, color, religion or sex, or as otherwise provided by law.

- c) **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d) **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e) **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
- f) **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.
- g) **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise
- h) **Force Majeure.** Non-performance of Contractor or City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

- i) **Governing Laws.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.
- j) **Entire Agreement.** This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- k) **Indemnification.** To the extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless the City and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement. 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.
- l) **No Contingent Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement
- m) **Access to Records and Audit Clause.** Contractor agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Contractor that were generated during the course of the administration of this Agreement. Contractor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes, as further described in Section (9) below.

n) **Scrutinized Companies.**

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8. INSURANCE.

Contractor shall provide the City of Deerfield Beach with a certificate of insurance naming the City of Deerfield Beach, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation, with the following limits, criteria and limits of liability:

- a. **Workers' Compensation Insurance – Statutory Limits.**
- b. **Professional Liability (Errors & Omissions) Insurance –** Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than One Million Dollars (\$1,000,000) per occurrence with a limit of no less than Two Million Dollars (\$2,000,000) aggregated with a deductible per claim not to exceed 10% of the limit of liability. Contractor shall notify

the City in writing within 30 days of any claim filed or made against its Professional Liability Insurance Policy. Contractor acknowledges that the City is relying on the competence of the Contractor for the Services being provided.

- c. **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Consultants, products and/or completed operations for Agreements, broad form contractual coverage applicable to this specific Agreement including any hold harmless and/or indemnification Agreement, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.

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

Certificates of Insurance along with the Additional Insured and Waiver of subrogation endorsements must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms on all policies.

- e. **Umbrella or Excess Liability** – may be used to satisfy the required liability limits by providing proof of an Umbrella or Excess liability certificate. There is no minimum Per Occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for any of the policies noted above. Such policy shall be endorsed to add the City of Deerfield Beach, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured with a waiver of subrogation in favor of the City. Policy must follow the form of all coverage’s stated above.

Certificates of Insurance along with the Additional Insured and Waiver of subrogation endorsements must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms on all policies.

Additional Insurance may be required by Risk Management at their discretion depending on the Scope of Work.

9. PUBLIC RECORDS

- a. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City.
- c. Upon request from City custodian of public records, Contractor shall provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- e. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
- f. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- g. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: HEATHER MONTEMAYOR, CITY CLERK
Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
Telephone number: 954-480-4213
Email: WEB.CLERK@DEERFIELD-BEACH.COM

10. TRUTH-IN-NEGOTIATION

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, if any, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service based on Contractor's 2023 rate schedule. Should the City determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates shall be adjusted accordingly.

11. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by Contractor in connection with this Contract shall become the property of the City, whether the project for which they are made is completed or not, and shall be delivered by Contractor to City within ten days of notice of termination or expiration of the Contract. City may withhold payments then due to Contractor until Contractor complies with the provisions of this section.

12. VERIFICATION OF EMPLOYMENT ELIGIBILITY.

CONTRACTOR and any subcontractor of CONTRACTOR shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the CONTRACTOR. In accordance with Section 448.095, Florida Statutes, CONTRACTOR is liable for any additional costs incurred by CITY as a result of termination of this Contract.

13. NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES.

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

PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, Contractor has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Deerfield Beach, a
municipal corporation of the
State of Florida

Davenport & Company, LLC

By: _____
Rodney Brimlow
City Manager

By: _____
Signature

Print Name: _____

Date: _____

Title: _____

Attest: _____
Heather Montemayor,
City Clerk

Attest: _____
Corporate Secretary

Date: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only.

By: _____
Anthony C. Soroka
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Contractor will provide Financial Advisory services to the City on a task-by-task basis as requested by the City. We have listed below a number of major deliverables and services pertaining to the Financial Advisory work we will provide when requested by the City. Contractor's engagement might include from time to time any or all of the services outlined below or other advisory services that might be requested by the City. Additionally, we anticipate providing some or all of these services with respect to the City's General and Enterprise/Utility Funds.

Non-Transaction / Capital Planning Scope of Work

1. Provide pertinent advice and counsel concerning developments in the financial community in general and municipal finance in particular.
2. Develop financial analysis programs, computer models, and presentations to be used in conjunction with the capital planning and financing program(s).
3. Review and advise on special projects as requested by Staff.
4. Provide such other financial advisory services deemed appropriate by the Client.
5. Present Reports to the Governing Body on the status of the Client's debt, capital planning, and credit profile as requested.
6. Meet with Staff and the Governing Body on an as-needed basis to discuss, review, revise any Capital Plans.

Direct Bank Loan Scope of Work

1. Prepare a detailed financing calendar which will include all required notices, governing board actions, and other financing milestones.
2. Coordinate the due diligence and issuance process with working group participants and assist in obtaining any necessary approvals.
3. In cooperation with Staff, local attorney, bond counsel and/or other professionals, assist in reviewing/preparing the necessary documentation.
4. Conduct a Request for Proposals ("RFP") process to obtain financing proposals from local, regional, and national financial institutions:

- a. Establish terms and conditions for the RFP.
 - b. Prepare the RFP and distribute to the active local, regional, and national banks.
 - c. Contact potential bidders to discuss the RFP requirements and assist potential bidders with the due diligence process, as applicable, to maximize the number of bidders.
 - d. Prepare a summary analysis of each proposal such that issuance costs, interest rates and terms and conditions of each proposal can be easily compared to support Staff / elected officials in making their selection of the winning proposal.
 - e. Negotiate terms and conditions of the proposals, including call provisions, closing requirements, and other terms and conditions, as applicable.
5. Present a summary of results to local officials as needed/requested.
 6. Model the proposed financing and produce schedules outlining sources and uses of funds, debt service, bond statistics, and other schedules necessary for bond counsel.
 7. Prepare a detailed closing memorandum to facilitate the efficient closing of the financing and memorialize the key aspects of the financing.
 8. Review final financing documents with specific focus on final financing numbers and details.
 9. Coordinate the closing process.
 10. Attend and present at all conference calls and meetings as requested by Staff.

Negotiated Public Sale Scope of Work

1. Prepare a detailed financing calendar which will include all required notices, governing board actions, and other financing milestones.
2. Coordinate the due diligence and issuance process with working group participants and assist in obtaining any necessary approvals.
3. Assist in developing and providing information required for disclosure in the Official Statement, as requested.
4. Assist in examining past compliance with continuing disclosure requirements.
5. Coordinate all aspects of the rating agency interactions, including:

- a. Schedule the rating agency meetings / calls.
 - b. Provide each rating agency with the required background information on the proposed bond issuance, finances, and other items of interest in preparation for the rating agency interactions.
 - c. Prepare a comprehensive rating agency presentation to be used as the basis for discussion with the rating agencies. This presentation will incorporate financial, economic, demographic, and economic development-related information.
 - d. Assist with the preparation for the rating agency meetings / calls, including working to prepare those individuals directly and indirectly involved with the ratings process to help ensure a positive interaction that maximizes the opportunity to benefit from the rating agency interaction.
 - e. Coordinate any required follow-up correspondence with the rating agencies to help ensure a complete ratings process.
 - f. Interface with the rating agencies on the drafting and publication of the official rating reports.
6. In cooperation with Staff and bond counsel, assist in reviewing/preparing the necessary documentation.
7. Assist in the engagement of other professionals as needed, including bond trustee and underwriting team. Specific to the underwriting team, tasks may include:
- a. Structure the underwriting syndicate.
 - b. Analyze/review proposed underwriter takedowns and expenses.
8. Manage the Bond Pricing Process and assist with the preparation, review, and negotiations with the Underwriter(s).
- a. Coordinate on proposed pricing schedule and review marketing plan for the bonds.
 - b. Monitor pricing progressions provided by Underwriter(s) during the weeks leading up to the actual pricing.
 - c. Develop a Pre-Pricing Book that includes key market trends, preliminary pricing indications, and comparative pricings to assist in pricing discussions.

- d. Analyze the proposed pricing structure and discuss with the Underwriter.
- e. Monitor orders received on the day of pricing and assist with negotiating pricing adjustments with Underwriter.
- 9. Model the proposed financing and produce schedules outlining sources and uses of funds, debt service, bond statistics, and other schedules necessary for bond counsel.
- 10. Coordinate the closing process.
- 11. Attend and/or present at all conference calls and meetings as requested by Staff.

Competitive Public Sale Scope of Work

- 1. Prepare a detailed financing calendar which will include all required notices, governing board actions, and other financing milestones.
- 2. Coordinate the due diligence and issuance process with working group participants and assist in obtaining any necessary approvals.
- 3. Assist in developing and providing information required for disclosure in the Official Statement, as requested.
- 4. Assist in examining past compliance with continuing disclosure requirements.
- 5. Coordinate all aspects of the rating agency interactions, including:
 - a. Schedule the rating agency meetings / calls.
 - b. Provide each rating agency with the required background information on the proposed bond issuance, finances, and other items of interest in preparation for the rating agency interactions.
 - c. Prepare a comprehensive rating agency presentation to be used as the basis for discussion with the rating agencies. This presentation will incorporate financial, economic, demographic, and economic development-related information.
 - d. Assist with the preparation for the rating agency meetings / calls, including working to prepare those individuals directly and indirectly involved with the ratings process to help ensure a positive interaction that maximizes the opportunity to benefit from the rating agency interaction.
 - e. Coordinate any required follow-up correspondence with the rating agencies to help ensure a complete ratings process.

- f. Interface with the rating agencies on the drafting and publication of the official rating reports.
- 6. In cooperation with Staff and bond counsel, assist in reviewing/preparing the necessary documentation.
- 7. Coordinate with the Davenport Fixed Income Sales and Trading Desk to structure the bid parameters in the Notice of Sale.
- 8. Run sensitivity analyses on all bid parameters to ensure the client's goals and objectives are met.
- 9. Monitor bidder registration and reach out to potential bidders to maximize bidder participation.
- 10. Analyze bids received to ensure accuracy and compliance with bid parameters.
- 11. Coordinate with winning bidder to ensure timely receipt of bid details, good faith wire, and confirmation of final amortization amounts.
- 12. Model the proposed financing and produce schedules outlining sources and uses of funds, debt service, bond statistics, and other schedules necessary for bond counsel.
- 13. Review final offering and closing documents with specific focus on final financing numbers and details.
- 14. Coordinate the closing process.
- 15. Attend and/or present at all conference calls and meetings as requested by Staff.

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EXHIBIT “B” FEES AND RATES

For the scope of services provided for herein, Davenport proposes rates as shown below.

Non-Transaction Related Services

	CY 2024	Future Annual Adjustments
<u>Title</u>	Hourly Rates	
Senior Vice President	\$355	}
First Vice President	\$304	}
Vice President	\$274	}
Associate Vice President	\$243	}
Analyst	\$213	}
		} Lesser of 3% of Annual CPI-U Inflation Rate

Transaction Related Services

As part of this engagement, Davenport will charge within the following Not-to-Exceed (“NTE”) fees for certain funding transactions.

The actual fee amount will be determined based upon complexity and scope of work for individual transactions taking into account things such as the need for in-person meetings with City staff and/or the City Commission, required bond ratings, in-person bond rating meetings, extensive lender negotiations and pro-longed transaction timetables requiring the reperformance of certain tasks.

Credit	Public Offering with Bond Rating	State Loan/Bond Pool Program	Direct Bank Loan without Bond Rating
General Obligation Bonds	NTE \$75,000	NTE \$65,000	NTE \$65,000
Covenant to Budget & Appropriate Bonds	NTE \$85,000	NTE \$75,000	NTE \$75,000
Utility Revenue Bonds	NTE \$90,000	NTE \$80,000	NTE \$80,000
Equipment & Vehicle Financing	N/A	NTE \$27,500	NTE \$27,500
Refunding Component Upcharge	NTE \$30,000	NTE \$30,000	NTE \$30,000

Other Financing Structures (e.g., Special Assessment Financings, Tax Increment Financings, Variable Rate Demand Obligations, etc.) would be negotiated on a transaction-by-transaction basis. The transaction fees shown above would be adjusted by CPI beginning in the second year of this agreement.

The Financial Advisor shall be compensated for any issuance of bonds and/or notes upon successful completion and closing of such financing, according to the provisions above. Should the City terminate a financing prior to closing, the Financial Advisor shall be compensated for services provided prior to such termination.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-222

Agenda Date: 6/17/2025

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, waiving competitive solicitation requirements in accordance with Section 38-116(3)(E) of the City Code; approving an agreement with United Way of Broward County, Inc. in an amount not to exceed \$30,000 for the United Way ReadingPals Program in the City of Deerfield Beach; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #100-600-640-6400-000-56400-503299 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$30,000.00

Account Name: Other Contractual Services

Account Number: 100-600-640-6400-000-56400-503299

Background/History

In FY 2017/18, the City began participating in the United Way of Broward County (UWBC)-ReadingPals program. The program is an initiative introduced in 2012 by UWBC to help improve elementary students' reading levels to ensure more children are reading at grade level by the end of third grade and are exposed to the wonders of literature.

UWBC screens, engages, trains, and deploys volunteer "reading pals/reading coaches" in our community who dedicate one hour a week for 25 weeks to meet with at-risk children to improve participating children's literacy and language skills and provide the individual attention many children need to thrive. The program also provides approximately 17 books for each child to take to a home library.

Current Activity

The City recently completed its 6th year of participating in the ReadingPals Program at Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary. For the 2024/2025 school year, city staff requests to continue offering Reading Pals at Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary. The new agreement is \$30,000. For each school, the program includes 20 first and/or second-grade students, 20 ReadingPals mentors, a minimum of 17 books for each ReadingPal student, free books for all first-grade students, plus literacy family night

events.

Pursuant to Sec. 38-116(3)(e) of the City Code, the City Commission may waive competitive solicitation requirements of the City Code if the City Commission finds that it is in the best interest of the City to do so, and the waiver will not inure to the financial disadvantage of the City.

It is in the best interest of the City to waive all or specific provisions of the Procurement Code based on United Way of Broward County administering the ReadingPal program to improve the alarming 47% of Florida students not reading at a minimal proficiency level by the end of third grade. United Way has been providing meaningful results since its inception in 2012.

By waiving all or specific provisions of the Procurement Code, there will be no financial disadvantages to the City. The only cost incurred by the City is to purchase tool kits for use during visits with the children and background screenings for volunteers. United Way trains community groups and businesses wishing to participate in the program to become volunteers who meet with the children throughout the school year.

Recommendation

Staff recommends that the City Commission waive the competitive solicitation requirement and approve the execution of the agreement between the City of Deerfield Beach and the United Way of Broward County in order for the City to continue its participation in the ReadingPals program for the 2024/2025 school year.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, WAIVING COMPETITIVE SOLICITATION REQUIREMENTS IN ACCORDANCE WITH SECTION 38-116(3)(E) OF THE CITY CODE; APPROVING AN AGREEMENT WITH UNITED WAY OF BROWARD COUNTY, INC. IN AN AMOUNT NOT TO EXCEED \$30,000 FOR THE UNITED WAY READINGPALS PROGRAM IN THE CITY OF DEERFIELD BEACH; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in Fiscal Year 2017/2018, the City began participating in the United Way of Broward County, Inc. (the “United Way”) ReadingPals Program (the “Program”); and

WHEREAS, the Program is an initiative that was introduced in 2012 by the United Way as a means to help the reading levels of elementary students, in an effort to ensure more children are reading at grade level by the end of third grade and are exposed to the wonders of literature; and

WHEREAS, Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary have been participating in the Program for the last six years, and staff is requesting the continuation of the Program at each of these Elementary schools; and

WHEREAS, the Program includes 20 first and second grade students, 20 ReadingPal mentors, a minimum of 17 books for each ReadingPal student, free books for all first-grade students and literacy family night events; and

WHEREAS, pursuant to Section 38-116(3)(e) of the City Code, the City Commission may waive competitive solicitation requirements of the City Code if the City Commission finds that it is in the best interest of the City to do so, and the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, the City Commission finds it to be in the best interest of the City to waive the competitive solicitation requirements of the City Code for the Program services provided by United Way and approve, and authorize execution of, an agreement with United Way, attached as Exhibit “A”, (the “Agreement”) for the Program in an amount not to exceed \$30,000.

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 waives the competitive solicitation requirements of the City Code for the Program services with United Way and finds it is in the best interest of the City and will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the Agreement with United Way, attached as Exhibit “A,” for the Program for the 2024-2025 school year in an amount not to exceed \$30,000.00.

Section 4. The City Manager is authorized to execute the Agreement with United Way, 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 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

AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE UNITED WAY OF BROWARD COUNTY, INC.

This Agreement is entered into the United Way of Broward County, Inc. ("United Way") and the City of Deerfield Beach (the "City"), with each being referred to herein as a "Party" or collectively as the "Parties" as follows:

WHEREAS, in an effort to ensure more children are reading at grade level by the end of third grade, United Way is convening "ReadingPals" – an early literacy initiative focused on screening, engaging, training, and deploying volunteer "reading coaches" in our community; and

WHEREAS, following the Common Core curriculum, these ReadingPals will meet weekly with at-risk children to improve participating children's literacy and language skills, and provide the individual attention many children need to thrive; and

WHEREAS, in FY 2017, the City of Deerfield Beach created an education initiative to promote quality education, encourage community involvement, and support local public schools through developing relationships with Broward County School Board, local public schools in Deerfield Beach, Broward Children's Service Council, Early Learning Coalition, and other community organizations; and

WHEREAS, the ReadingPals Program (the "Program") will assist the City in achieving the goals of the initiative; and

WHEREAS, the City is prepared to fund the Program in the amount of \$30,000 and the location of Program shall be at Park Ridge, Deerfield Park, and Deerfield Beach Elementary schools in the City of Deerfield Beach.

Now therefore be it agreed by and between the parties as follows;

1. The above representations are true and correct and made a party hereof as if fully set forth therein.
2. The services set forth herein shall be performed during the 2024-2025 school year at Park Ridge, Deerfield Park, and Deerfield Beach Elementary Schools in the City of Deerfield Beach and are subject to the cooperation of the Broward County School Board.
3. The program shall be operated by the United Way as follows:

A. Introduction:

In an effort to ensure more children are reading at grade level by the end of third grade, United Way is convening "ReadingPals" – an early literacy initiative focused on screening, engaging, training and deploying volunteer "reading coaches" in our community. Following the Common Core curriculum, these ReadingPals will meet weekly with at-risk children to improve participating children's literacy and language skills and provide the individual attention many children need to thrive.

We welcome the desire from the City of Deerfield Beach for the expansion of the ReadingPals program to serve additional schools in the City of Deerfield Beach.

Implement ReadingPals at three Public Schools located in Deerfield Beach during the 2024-2025 School year

(Each Schools-Includes 20 first and/or second grade students, 20 ReadingPals mentors, a minimum of 17 books for each ReadingPals student, free books for all first-grade students plus literacy family night events.)

B. Need:

There is a striking disparity in access to books at home between children of middle- and low-income households; the average middle-income home has 54 age-appropriate books for children, while a low-income home has 0-2. ^[1]

A child from a middle-income family typically enters first grade with about 1,000 hours of one-on-one picture book reading time with parents, other relatives, or teachers, compared with a child from a low-income family, who averages less than 100 hours. Further, first graders from lower-income families have a vocabulary half the size of children from higher-income families. By age 3, children in low-income homes will have heard one-third as many words as children in middle and high-income homes (10 million versus 30 million words).

There are multiple factors contributing to this disparity. Many children from low-income homes are also from at-risk homes with parents/caregivers who are non-English speaking, often absent from home and/or illiterate. Because books are scarce in these homes and children lack one-on-one time with an adult caregiver and the family support and encouragement to read and learn, these children often fall behind. According to the Broward County School Board, only 56% of Broward County students are at grade level by 3rd grade.

C. Program/Project

Overview:

To be run from October (2024) through June (2025), by the United Way ReadingPals this early learning initiative focuses on parent engagement and literacy at participating schools and childcare centers. United Way shall retain all supervisors, instructors, and coaches necessary to operate the Program. All said personnel shall be properly screened to assure the safety of the participating children.

The ReadingPals reading coach will provide practice with oral reading, meaningful discussion on book content, simple reading instruction, and confidence-building motivation. The ReadingPals initiative will focus on children under the age of five in the schools and Pre-K childcare center. Participating children will be paired with a trained ReadingPals volunteer for a 25-week period who will read to the child and provide coaching for 60 minutes each week. The volunteer will communicate closely with the teacher to address any concerns that may arise.

Curriculum

The United Way's ReadingPals curriculum is built around the practices of *Dialogic Reading*. *Dialogic Reading* is an interactive shared picture book reading practice

^[1] (Discussion Guide Series: Ensuring Success for Young Children: Early Childhood Literacy, November 2008)

designed to enhance young children's language and literacy skills. During the shared reading experience, the ReadingPals volunteer and child actively read books together, switching roles so the child learns to be the storyteller. The ReadingPals volunteer provides support by functioning as an active listener and questioner. Volunteer and child guides are provided with books including background information on the text and topic, questions to promote deeper understanding and text-based connections, springboards for mentoring moments, parenting tips, and extension activities. A focus is also placed on foundational reading skills, (letter names, sounds, concepts of print, rhyming words, phonemic awareness, sight words, etc.), with specific strategies for differentiating the focus of instruction to meet the child's needs. Strategies and resources supporting the development of the foundational skills will be added to the volunteer professional development and resources.

The curriculum follows the guidelines of the Common Core State Standards in English Language Arts. A balance of literacy and informational text was selected, and the principles of close reading and interdisciplinary instruction have been embedded in the volunteer training and guides. Text was selected with careful consideration to the qualitative and quantitative aspects of the Common Core State Standards and Text Complexity guidelines.

A total of 17 books are read throughout the year to each student. At the end of the 25 weeks, each participating child receives these books to add to their home library collection and a guide for their family to follow and reinforce concepts at home.

Staffing:

Volunteer Recruitment, Training and Communication:

United Way will train the City of Deerfield Beach staff, community groups and businesses wishing to be part of the ReadingPals program expansion.

ReadingPals volunteers participate in two-hour training with Broward County Public Schools and United Way staff. Volunteers are also screened, fingerprinted and registered with the School Board of Broward County Florida (Free for volunteers). ReadingPals follow a curriculum and receive a tool kit for use during their visits with children. The tool kit includes program guide, student ReadingPals t-shirts, guidelines, a session tracking notebook for communication with teacher/and or parents, stickers, pencils and crayons. Regular communication is accomplished through a ReadingPals newsletter, meetings with teachers and monitoring by phone and in person.

4. The City shall cooperate with the United Way, with the understanding that the City's total funding obligation shall not exceed \$30,000, and that it shall be the responsibility of the United Way to implement and operate the Program.

City is a state agency as defined in Chapter 768.28, Florida Statutes, as amended, and United Way is a 501(c)(3), Not for Profit Corporation. Each agrees to be fully responsible for acts and omissions of their own officials, agents, employees, or volunteers to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as a waiver of the City's sovereign immunity.

5. The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of breach of this Agreement.
6. The City may, through its City Manager, for its convenience and without cause, terminate the Agreement at any time during the Term October 1, 2024 through June 1, 2025 by giving written notice to the United Way of such termination; which shall become effective ten (10) days following receipt by United Way of such notice.
7. If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.
8. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.
9. United Way agrees to comply with all laws, ordinances, rules, and regulations that are Good now or may become applicable to the services covered by this Agreement, regardless of the applicable jurisdiction.
10. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
11. The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
12. United Way understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City contracts, subjects to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. United Way's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

13. United Way certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the United Way or its subcontractors are found to have submitted a false certification; or if the United Way, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

The United Way agrees to observe the above requirements for applicable subcontractors entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

14. United Way shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by United Way, United Way may not be awarded a public contract for a period of 1 year after the date of termination.
15. Non-Coercion Affidavit For Labor Services. In accordance with Section 787.06(13), Florida Statutes, as United Way is a nongovernmental entity doing business with the City, United Way is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.
16. Foreign Countries of Concern Affidavit. In accordance with Section 287.138, Florida Statutes, United Way is required to attest that it does not meet any of the criteria set forth in Paragraph 2(a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, United Way shall submit the required Affidavit, which will be provided by the City's Procurement Division.

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

City of Deerfield Beach

ATTEST:

Heather Montemayor, City Clerk

By: _____
Todd Drosky, Mayor

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

Date: _____, 2025.

Anthony C. Soroka, City Attorney

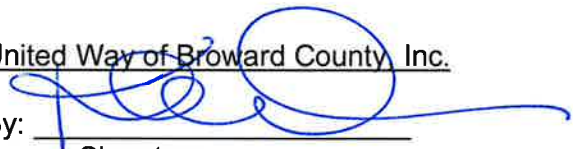
**AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE UNITED
WAY OF BROWARD COUNTY, INC.**

Witnesses:

Chanale Baldwin
Signature Chanale Baldwin

Signature

United Way of Broward County, Inc.

By: 

Signature

Print Name: Kathleen Cannon

Title: President/CEO

Date: May 6, 2025.



Ansin Building
1300 South Andrews Avenue
Ft Lauderdale, FL 33316
Phone 954.462.4850

DATE: February 6th,

ACCOUNT #: RPals24-5884

Bill To:

INVOICE

City of Deerfield Beach
325 NW 2nd Ave
Deerfield Beach, FL 33441

ReadingPals Program 2024-2025

\$30,000

Make all checks payable to United Way of Broward County. If you would like to pay with credit card please see fill out information below.

Credit Card Type: Visa ___ MC ___ AMEX ___ DISC ___

Card Number: _____

Expiration Date: ____/____

Authorization Signature: _____

If you have any questions concerning this invoice, please contact Accounts Receivable at ar@UnitedWayBroward.org

A copy of the official registration and financial information may be obtained from the division of consumer services by calling 1.800.435.7352 within the state. Our registration number is CH536. Registration does not imply endorsement, approval or recommendation by the state. UWBC does not use paid solicitations and 100% of each contribution is received by UWBC.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-269

Agenda Date: 6/17/2025

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 an Interlocal Agreement with Broward County for fiscal year 2021-2022 and fiscal year 2022-2023 disbursement of Home Program funds for the Homebuyer Purchase Assistance Program in the total amount of \$495,950.36; providing for execution; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach entered into a standard form HOME Consortium Cooperation Agreement to join the Broward County HOME Investment Partnerships Program and designates the County as the HOME Consortium's representative member or lead entity to carry out the objective of the HOME Program on behalf of all the HOME Consortium's members.

As the lead entity, the County is the recipient of HOME funds from the U.S. Department of Housing and Urban Development (HUD) for all members of the Broward County HOME Consortium, and the County is responsible for allocating a portion of the funds to the City pursuant to the County's Consolidated Plan.

On December 14, 2021, and December 6, 2022, the Broward County Board of County Commissioners authorized HOME funding for the City of Deerfield Beach.

Current Activity

The Broward County Board of County Commissioners authorized HOME funding of \$495,950.36 to fund the City of Deerfield Beach Homebuyer/Purchase Assistance Program through an interlocal agreement. For Fiscal Year 2021/2022, an allocation of \$207,581, and Fiscal Year 2022/2023, an allocation of \$231,334. Also, in Fiscal Year 2022/2023, there is an allocation of \$57,035.36 in program income.

The Interlocal Agreement between the City of Deerfield Beach and Broward County outlines the program that will benefit very low- and low-income residents with purchasing a home in Deerfield Beach. Funding will provide a direct subsidy of up to \$70,000 to qualified homeowners based on the area's median income for Fort Lauderdale/Broward County as established by HUD. The program is critical to the success of the community as it provides a mechanism to remove barriers to attaining decent, sustainable housing.

This agreement begins retroactively on October 1, 2024, and continues through May 31, 2026, unless otherwise terminated or extended as provided in the Agreement.

Recommendation

It is recommended that the City Commission approve the Interlocal Agreement between the City of Deerfield Beach and Broward County for FY 2021-2022 and FY 2022-2023 HOME Homebuyer/Purchase Assistance Program funding for \$495,950.36 and authorize execution of all necessary documents providing for an effective date.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR FISCAL YEAR 2021-2022 AND FISCAL YEAR 2022-2023 DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM IN THE TOTAL AMOUNT OF \$495,950.36; PROVIDING FOR EXECUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into a Home Consortium Cooperation Agreement, and both entities joined the Broward County HOME Investment Partnerships Program Consortium (the “HOME Consortium”), and designated the County as the HOME Consortium representative member or lead entity to carry out the objectives of the Program on behalf of the HOME Consortium members; and

WHEREAS, the County, as the lead entity, has received HOME Program funding from the Department of Housing and Urban Development (“HUD”) on behalf of all HOME members, including the City; and

WHEREAS, the County receives the HOME funding allocation pursuant to the County’s consolidated plan, and the County included the City’s Home Purchase Assistance Program (the “Program”) with a funding allocation of \$207,581.00 for Fiscal Year 2021-2022 and \$231,334.00 for Fiscal Year 2022-2023, and \$57,035.36 as program income for Fiscal Year 2022-2023, for a total funding allocation of \$495,950.36; and

WHEREAS, this Program is critical to the success of the community as it provides a mechanism to removing barriers to attaining decent, sustainable housing; and

WHEREAS, the City and County desire to enter into the interlocal agreement retroactive to October 1, 2024 and expiring on May 31, 2026, attached as Exhibit “1”, for the disbursement of FY 2021-2022 and FY 2022-2023 HOME program funds to the City for the homebuyer purchase assistance program in the total amount of \$495,950.36 (the “Interlocal Agreement”); and

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

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

Section 2. The City Commission hereby approves the Interlocal Agreement with the County, attached as Exhibit “1.”

Section 3. The Mayor and City Manager are hereby authorized to execute the Interlocal Agreement with Broward County, attached as Exhibit “1,” together with such non-

substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. The 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



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS
FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR
FISCAL YEAR 2021 – 2022 AND FISCAL YEAR 2022 – 2023
(CFDA # 14.239 / FAIN #s M21-DC-120201, M22-DC-120201)**

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On December 14, 2021 (Agenda Item No. 49), and on December 6, 2022 (Agenda Item No. 22) the Broward County Board of County Commissioners authorized HOME funding to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **Code** means the Broward County Code of Ordinances.

1.4 **Commitment** means “Commitment” as defined under 24 C.F.R. Part 92.2.

1.5 **Contract Administrator** means the Director of the Housing Finance Division, or such other person designated by same in writing.

1.6 **County Administrator** means the administrative head of County appointed by the Board.

1.7 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.8 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.9 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.10 **HUD** means the United States Department of Housing and Urban Development.

1.11 **Income Eligible Household** means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.

1.12 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.13 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD’s Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.

1.14 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, "HOME Investment Partnerships Program," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.15 **Services** means all work required of City under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Project Description attached as Exhibit A.

1.16 **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through City, regardless of tier.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Quarterly Progress Report
Exhibit E	Request for Payment
Exhibit F	Form of Mortgage and Note
Exhibit G	Affirmative Marketing Policy
Exhibit H	Homebuyer/Homeowner Agreement

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Homebuyer Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended HOME Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence for City's performance of the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.3.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.3.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports for each quarter must be submitted to County no later than the tenth (10th) calendar day of the following quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.3.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, Services or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all Services or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of

County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. City shall properly record the executed mortgage and promissory note and furnish them to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable to City under this Agreement shall be Four Hundred Ninety Five Thousand Nine Hundred and Fifty and 00/100 Dollars (\$495,950.36). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

4.3.1 Documentation of costs associated with any City personnel providing any Services, if applicable;

- 4.3.2 An executed copy of each Subcontractor contract authorizing Services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;
 - 4.3.5 A certified copy of the purchase order or other City document authorizing the Services, activities, or materials for which City is invoicing;
 - 4.3.6 A copy of all Subcontractor invoices for the Project indicating the Services or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
 - 4.3.7 A certification from City's administrator or the administrator's authorized representative certifying that the Services, or activities, or materials being invoiced have been received or completed; [and]
 - 4.3.8 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion.
- 4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.
- 4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.
- 4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.
- 4.7 County shall pay City within thirty (30) days after receipt of City's proper Request for Payment for reimbursement of eligible Project expenses in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether

set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to City's address in accordance with Section 12.8, unless otherwise requested by City in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement for any of the following events:

- 4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;
- 4.9.2 Failure to comply with the terms of this Agreement;
- 4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, beneficiary data, and a favorable audit report;
- 4.9.4 Submission of incorrect or incomplete reports in any material respect; and
- 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions. Suspension of payment shall not excuse City from continued delivery of Services.

4.10 At the sole discretion of the Contract Administrator, unexpended HOME Funds not provided to or reimbursed to City under the terms of this Agreement, including but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.2 or failure to comply with any other terms of this Agreement, may be reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice Subcontractor fees only in the actual amount paid by City, without markup or other adjustment.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account (i) of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) City's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise

resolved. Any amount withheld shall not be subject to payment of interest by County.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, and its current, past, and future officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by any breach of this Agreement by City, or any negligence, recklessness, or intentional wrongful misconduct of City and/or persons employed or utilized by City in the performance of this Agreement, including but not limited to City's Subcontractors, consultants, sub-subconsultants, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that "Broward County" is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to all such broader coverages and higher limits on a primary coverage and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 City shall require that each Subcontractor maintains insurance coverage that adequately covers Subcontractor's exposure based on the Services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications. City represents and certifies that it and its Subcontractors do not use, and during the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of all HOME Funds paid to City under this Agreement; (b) deduction from HOME Funds due to City under this Agreement in the full amount of any value paid in violation of a representation or warranty; (c) termination of this Agreement without any further liability to City; and (d) debarment of City.

7.7 Public Entity Crime Act. In the event City contracts with a Subcontractor to provide any of the Services, City shall require that each Subcontractor attest that: (a) it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes; (b) its entry into the agreement with the City will not violate that statute; (c) there is no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes; and (d) it has not been formally charged with committing an act as defined as a "public entity crime" regardless of the

amount of money involved or whether the Subcontractor has been placed on the convicted vendor list.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all Applicable Law, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 24 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of

race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

- 8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.
- 8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.
- 8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.
- 8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.

- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
- 8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

In compliance with 24 C.F.R. Part 92.504(c)(2)(iv), while City shall assist County to enable County to carry its environmental review responsibilities, City does not assume the County's responsibilities for environmental review under 24 C.F.R. Part 92.352, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to

enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each Income Eligible Household, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(a), the value of the property, principal residence, lease-purchase, if applicable, and the resale or recapture provisions. The agreement must specify the amount of HOME Funds, the form of assistance, the use of funds, and the time by which the housing must be acquired. City shall review Exhibit H for legal sufficiency and ensure that the agreement it enters into with each Income Eligible Household complies with all applicable requirements.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General,

State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with the Agreement, Applicable Law, and HUD regulations.

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 92.503, in accordance with the provisions under 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

This Agreement begins retroactively on October 1, 2024 ("Effective Date"), and continues through May 31, 2026 ("Initial Term"), unless otherwise terminated or

extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term." City must ensure Project Completion prior to expiration of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within ten (10) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424; or (viii) if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes or is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes,

or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 If this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by the County with at least thirty (30) days advance written notice to City. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of

termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

11.8 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges, reimburse County for administrative costs, and pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Ralph Stone, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Deerfield Beach
Todd Drosky, Mayor
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: web.commission@deerfield-beach.com

12.9 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.11 Compliance with Laws. City and the Services must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or

subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not

supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.24 Multiple Originals and Counterparts. This Agreement may be executed in multiple originals, or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

12.25 Use of County Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27 Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of City, City hereby attests under penalty of perjury that City does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of City declares that they have read the foregoing statement and that the facts stated in it are true.

12.28 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of December, 2021 (Agenda Item No. 49) and on the 6th day of December, 2022, and City of Deerfield Beach, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

COUNTY

Broward County, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

KDR
FY21-22, FY22-23 HOME – Deerfield Beach – Purchase Assistance
05/02/2025

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS
FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR
2021 – 2022 AND FISCAL YEAR 2022 – 2023 (CFDA # 14.239 / FAIN #s M21-DC-
120201, M22-DC-120201)**

CITY

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have
approved this Agreement as to form and
legal sufficiency subject to execution by
the parties:

City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2021-2022 and 2022-2023

Project Description: City of Deerfield Beach
Purchase Assistance Program

HOME Funds Allocation: \$207,581.00 – FY 2021/2022
\$231,334.00 – FY 2022/2023

Program Income: \$57,035.36 – FY 2022/2023

Total Allocation: \$495,950.36

Project Description:

HOME Funds in the amount of Four Hundred and Ninety-Five Thousand Nine Hundred Fifty Dollars and Thirty-Six Cents (\$495,950.36) provided under this Agreement shall be used by City to provide purchase assistance to a minimum of seven (7) Income Eligible Household, at an amount up to Seventy Thousand Dollars (\$70,000) per very low & low-income family (50% AMI or lower), or up to Forty Thousand Dollars (\$40,000) per low & moderate-income family (50%-80% AMI) as defined in 24 C.F.R. Part 92.2. City shall certify each applicant for income-eligibility as provided for in this Agreement.

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Deerfield Beach

Subrecipient Unique Entity Identifier: RNAJUJR8BKA5

Federal Award Identification Number (FAIN): M21-DC120201 and M22-DC120201

Federal Award Date: November 3, 2021, and October 20, 2022

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: [\$495,950.36]; Amount includes only federal funds from County's fiscal year 2021-2022 and 2022-2023 Annual Action Plan.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through Entity: Broward County

Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.239 – HOME Investment Partnership Program (HOME Program); The dollar amount made available under each Federal Award and CFDA at time of disbursement: For amount see Exhibit B - CFDA 14.239

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

Program Summary

City shall require each Income Eligible Household to execute a Mortgage and Promissory Note for any HOME Funds provided in accordance with this Agreement in favor of the County. The maximum grant amount for each Income Eligible Household includes all administrative fees and lead-based paint fees. Applicants will be processed by City on a first-qualified, first-served basis. The existing home value shall be in accordance with homeownership value limits set annually by HUD regulations.

The following types of properties are eligible for funding under the Agreement:

- Single-family homes
- Condominium units
- Townhouses
- Villas

The loan terms shall be as follows:

- Maximum assistance of \$70,000 for each very low & low-income family and \$40,000 for each low & moderate-income family.
- Fifteen (15) year, ten (10) year or five (5) year term depending upon loan amount and HOME affordability period, 0% Interest, Forgivable Loan ("Loan").
- The principal balance of the Loan shall be forgiven at the end of fifteen (15), ten (10) or five (5) years depending upon loan amount and HOME affordability period, with no annual reduction. Full repayment of the Loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the subject occupancy period.
- The loan terms are subject to the affordability periods as mandated by HUD regulations.

Purchase Assistance	
Investment amount	Affordability period
Less than \$15,000	5 years
\$15,000-\$40,000	10 years
More than \$40,000	15 years

City's Responsibilities

- City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.
- City will forward all original Mortgages, Promissory Notes (with a recorded copy to the County within 30 days) and **Homebuyer Agreements** (Homebuyer Agreements are not required to be recorded).
- City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.
- City shall comply with HUD Rules and Regulations governing the project, including, but not limited to, the following:
 - Property shall be in compliance with applicable local codes and the Florida Building Code, in accordance with 24 C.F.R. Part 92.251, Property Standards.
 - Lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355.
 - Income Eligible Household shall refer to a household with a maximum household income less at 80% or below of County median income.
 - Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.
- **City will ensure that each household has a written homebuyer purchase assistance agreement in the form of Exhibit H as per 24 C.F.R. 92.504(c)(5)(i) prior to disbursing HOME funds.**

County's Responsibilities

- County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.
- County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County Subordination Policy must be met for subordination to be considered:

- NO CASH OUT with HOME mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

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EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

BUDGET NARRATIVE	Cost Category	HOME Funds	City Funding	Other Funding Sources	Total
A	Personnel (Service Delivery/ADC)				\$ -
	Fringe Benefits				
B	Travel				\$ -
C	Equipment/Supplies				\$ -
D	Direct Client Subsidy	\$ 490,000.00			\$ 490,000.00
E	Contractual Services				\$ -
F	Construction				\$ -
G	Inspections/Testing				\$ -
H	Lien Recording/Doc. Stamp Fees				\$ -
I	Other	\$ 5,950.36			\$ 5,950.36
Total		\$ 495,950.36	\$ -	\$ -	\$ 495,950.36

BUDGET NARRATIVE ¹

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

- Direct Client Subsidy: Cost purchase for a minimum of seven (7) Income Eligible Household at an amount up to \$70,000.00 per very low to low-income family or up to \$40,000 to low/mod-income family as defined in 24 C.F.R. Part 92.2. **The balance, if any, will be used to assist (or leverage) additional client(s) for purchase assistance.**
- Service Delivery/ADC: (when submitting reimbursement must include timesheets and or negotiated contracts) associated with implementation of the Project is = There will be no service delivery costs charged to the program.
- Other Costs (appraisals, recording fees, etc.): \$ 5,950.36 [Click or tap here to enter text.](#)

HOME Funds in the amount of Four Hundred and Ninety-Five Thousand Nine Hundred Fifty Dollars and Thirty-Six Cents (\$495,950.36) provided under this Agreement shall be used by City to provide purchase assistance to a minimum of seven (7) Income Eligible Household, at an amount up to Seventy Thousand Dollars (\$70,000) per very low & low-income family or up to Forty Thousand Dollars (\$40,000) per Low/Mod (50%-80% AMI) as defined in 24 C.F.R. Part 92.2. Other costs for City to implement this Activity is \$5,950.36. The balance, if any, will be used to assist (or leverage) additional client(s).

When submitting requests for payments for direct services, they must be accompanied by a timesheet(s) which includes client name, address and a description of work tied to hours billed.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	PROJECTED YEARLY TOTAL	START-UP	COMPLETION
Identify and process Income Eligible Households	7	October 1, 2024 (Ongoing)	September 30, 2025 (This deadline applies to the FY 2021/2022 funds only) January 31, 2026 (This deadline applies to the FY 2022/2023 funds only)
Review Bank Package, Income certification, Inspection, etc.	7	December 1, 2024 (Ongoing)	July 30, 2025 (This deadline applies to the FY 2021/2022 funds only) February 15, 2026 (This deadline applies to the FY 2022/2023 funds only)
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients(Encumber funds)	7	October 1, 2024 (Ongoing)	July 30, 2025 (This deadline applies to the FY 2021/2022 funds only) March 31, 2026 (This deadline applies to the FY 2022/2023 funds only)
Closings/ Clients Assisted	7	January 1, 2025 (Ongoing)	September 15, 2025 (This deadline applies to the FY 2021/2022 funds only) March 31, 2026 (This deadline applies to the FY 2022/2023 funds only)

Provide Quarterly Progress Reports to County	6	October 1, 2024	September 30, 2025 (This deadline applies to the FY 2021/2022 funds only) March 31, 2026 (This deadline applies to the FY 2022/2023 funds only)
Final Invoice to County	7	September 30, 2024 (Ongoing)	September 30, 2025 (This deadline applies to the FY 2021/2022 funds only) March 31, 2026 (This deadline applies to the FY 2022/2023 funds only)
Provide Final Report to County with Final Beneficiary Data	1	October 1, 2024	September 30, 2025 (This deadline applies to the FY 2021/2022 funds only) March 31, 2026 (This deadline applies to the FY 2022/2023 funds only)

EXHIBIT D

QUARTERLY PROGRESS REPORT

Report Months Covered: Click or tap here to enter text. to Click or tap here to enter text. Year Click or tap here to enter text.

Project Fiscal Year Click or tap here to enter text.

Date of Report Click or tap here to enter text.

1. Project Information.

City or Agency Name Click or tap here to enter text.

Project Title Click or tap here to enter text.

Project Start-up Date Click or tap to enter a date.

Project Completion Date Click or tap to enter a date.

Revised Completion Date if applicable Click or tap to enter a date.

Name and Title of Person Preparing the Report Click or tap here to enter text.

Signature _____

2. Project Cost (Includes expenditures not yet submitted for reimbursement)

	Fiscal Year Project budget	Total Expenditure Up to Last Billing	Expenditures not yet submitted	Total Funds Expended to Date	Percentage Expended
HOME Funds				\$ -	0%
Other Funding (specify source)				\$ -	0%
Total Project	\$ -	\$ -	\$ -	\$ -	0%

3. Percent of Project completed to date Click or tap here to enter text. %

4. Declaration of Agency Program Income.

Program Income/Recapture Amount: \$ Click or tap here to enter text. Funding Year FY Click or tap here to enter text. Client Name Click or tap here to enter text. City Click or tap here to enter text.

Address Click or tap here to enter text.

Date received by City Click or tap here to enter

text. Type of Activity (Rehab or DPA) Click or tap here to enter text. Date check sent to County Click or tap here to enter text.

5. Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable

Work Tasks	Projected Yearly Project Performance	Status during period of this report (i.e., Underway or Completed)	Indicate number served during this report period only	Fiscal Year to Date Progress
Identify and process Income Eligible Households	5			
Review Bank Package, Income certification, Inspection, etc.				
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients (Encumber funds)	5			
Closings/ Clients Assisted	5			
Provide Quarterly Progress Reports to County	6			
Final Invoice to County	5			
Provide Final Report to County with Final Beneficiary Data	1			

Beneficiary Information for clients being served <u>this Report Period</u>	Name	Address	City
	1. Click or tap here to enter text. 2. Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	1 Click or tap here to enter text. 2 Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	Click or tap here to enter text.

6. If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.

Click or tap here to enter text.

7. Did the City make any changes with regards to contractors/vendors associated with the project? ☐no yes ☐

Please explain: Click or tap here to enter text.

8. Did the City make, or does it plan on making, any Substantial Changes to its program relating to activities, purpose, allocation priorities, or more than a 50% change in funding or beneficiaries previously approved by the County Commission?

☐no yes ☐ Please explain: Click or tap here to enter text.

For any completed project, please complete the Direct Benefit Report Form that follows as Attachment 1 to this Exhibit. The form will serve as a running total of beneficiary data.

ATTACHMENT 1 TO EXHIBIT D

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable)
assisted/served since execution of the Agreement.

5	HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																					
6	Subrecipient:																					
7	Accomplishment Period:										Is this a Final Report: *											
8	Cells with an asterisk (*) have DROP DOWN OPTIONS-please click on cell below																					
9																						
10	LOCATION (TAB 1 IN IDIS)																					
11	IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star *	Section 504 Accessible Units *	Property Type *	Total Completed Units	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	First Time Homebuyer *	Homebuyer Counseling Provided *				
12							Broward															
13							Broward															
14							Broward															
15							Broward															
16							Broward															
17							Broward															
18							Broward															
19	COSTS (TAB 2 IN IDIS)																					
20	CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY!										ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)										ENTER APPLICABLE PRIVATE FUNDS	
21																						
22																						
23	Last Name	Amortized Loan \$	Grant \$	Deferred Payment Loan \$	Other \$	Non-Recorded Fees \$- Charged to this FY ONLY	Total \$ (THIS FY HOME FUNDS)	Other Federal Fund Type- Fund Name	Other Federal Fund \$	Other Federal Fund FY	Other State Fund Type- Fund Name	Other State Fund \$	Last Name	Tax Exempt Bonds	Total \$	Last Name	Private Loans \$	Owner Cash Contribution \$				
24	0					\$ -								0	\$ -	0						
25	0					\$ -								0	\$ -	0						
26	0					\$ -								0	\$ -	0						
27	0					\$ -								0	\$ -	0						
28	0					\$ -								0	\$ -	0						
29	0					\$ -								0	\$ -	0						
30	BENEFICIARIES (TAB 3 IN IDIS)																					
31	Unit Number	Number of Bedrooms *	% Median Income *	Hispanic or Latino *	Race *	Household Size *	Household Type *	Assistance Type *														
32																						
33																						

EXHIBIT E

REQUEST FOR PAYMENT

**HOME Investment Partnerships Grant Program
Fiscal Year 2021 to 2022 and Fiscal Year 2022 to 2023**

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement \$ _____

8. Certification:
 I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

 Signature and Title of Authorized Official

 Date

EXHIBIT F

FORM OF HOME MORTGAGE AND PROMISSORY NOTE **(PURCHASE ASSISTANCE)**

Return recorded document to:

Broward County
Housing Finance Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

Document prepared by:

[INSERT NAME OF PREPARER]

[INSERT ADDRESS OF PREPARER]

Matures: ____ day of _____, 20____ [insert date Note is signed + 5, 10, or 15 years]

MORTGAGE TO SECURE HOME INVESTMENT **PARTNERSHIPS PROGRAM FINANCING FOR PURCHASE ASSISTANCE**

Form Version: January 2025

This Mortgage to Secure HOME Investment Partnerships Program Financing for Purchase Assistance ("Mortgage") made this ____ day of _____, 20____, between _____, a _____, whose address is _____ (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of _____ Dollars (\$_____) ("Loan"), which indebtedness is evidenced by Mortgagee's Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and Note, and the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a _____ [insert position] mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.

2. **Term of Mortgage.** The term of this Mortgage shall be [] years from the date of execution of the Note.

3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

4. **Insurance.**

(a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.

(c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Mortgagee's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all receipts of paid premiums.

(d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

(e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(f) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.

6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagee to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. **Care of Property.**

a. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

b. Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. **Transfer of the Property.** No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagee notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances,

disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

a. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.

b. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

c. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

d. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

e. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgagee in writing of the occurrence or existence of any such default.

f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

g. Any action prohibited herein.

h. The transfer or lease of the Property to a third party.

- i. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida, by the Mortgagee at the expense of Mortgagor.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

24. **No Waiver; Mortgagor Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

25. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

26. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

27. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MORTGAGOR, _____, has executed this Mortgage.

WITNESSES:

MORTGAGOR:

Sign Name: _____

By: _____

Name: _____

(Print or Type Name)

Address: _____

Sign Name: _____

By: _____

Print Name: _____

(Print or Type Name)

Address: _____

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who ☐ is personally known to me or who ☐ has produced _____ as identification.

[Notary Seal]

Print Name: _____

Notary Public

Commission Number: _____

Commission Expires: _____

ATTACHMENT A

To

**Mortgage to Secure HOME Investment
Partnerships Program Financing for Purchase Assistance**

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE

HOME PROMISSORY NOTE **PURCHASE ASSISTANCE PROGRAM** Forgivable Loan

\$ (Amount to be inserted) _____, 20__

Matures: ____ day of _____, 20__ **[insert date Note is signed + 5, 10, or 15 years]**

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), whose address is _____, promises to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____ Dollars (\$_____) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This HOME Investment Partnerships Program ("HOME") Promissory Note ("Note") is secured by a Mortgage to Secure HOME Financing for Purchase Assistance ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of the Mortgage securing this Note, which date is the **[_____ (__ th)]** anniversary of the execution of this Note, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied. Upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan, or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.

4. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

5. This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

6. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.

7. Except for any notice required under applicable law to be given in another manner, all notices under this Note shall be provided as specified in Section 20 of the Mortgage.

8. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

9. This Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**

10. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, _____, has executed this Note.

WITNESSES:

MAKER

Sign Name: _____

By: _____

Print Name: _____

(Print or Type Name)

Address: _____

Sign Name: _____

By: _____

Print Name: _____

(Print or Type Name)

Address: _____

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____, who ☐ is personally known to me or who ☐ has produced _____ as identification.

[Notary Seal]

Print Name: _____
Notary Public
Commission Number: _____
Commission Expires: _____

**ATTACHMENT A
TO HOME PROMISSORY NOTE**

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT G

AFFIRMATIVE MARKETING POLICY

All HUD funded and County/City supported rental and homebuyer housing projects with five or more units are required to submit an Affirmative Fair Housing Marketing Plan (AFHM) for approval. The AFHM Plan details the marketing strategy designed to provide information and to attract eligible persons or families in the housing market area to the available units without regard to race, color, national origin, sex, gender identity, religion, marital status, familial status, disability, sexual orientation, ancestry, or any other basis prohibited by law. The plan will describe initial advertising, site signage, website and social media promotion, recorded messages, community outreach, and all other marketing and communication activities which will inform potential renters or buyers of the availability of the units.

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the HFD. The County's Four Factor Analysis for LEP can be viewed at:

<https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf>

Para obtener información adicional, visite el sitio web de HFD mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance Division.



Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

EXHIBIT H
FORM OF HOMEBUYER AGREEMENT
BROWARD COUNTY

HOME Program
Homebuyer / Purchase Assistance Agreement

Homebuyer/s: _____

Property Address: _____

Commitment/Funding Amount: \$_____ Property Value: \$_____

Commitment includes all HOME funds: Purchase assistance amount, fees, and service delivery, if applicable.

This Agreement is entered into by _____ ("the Agency") and Homebuyer/s noted above ("Homebuyer/s"), collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the Agency has received **HOME** funds appropriated by the National Affordable Housing Act of 1990, as amended, and from the U.S. Department of Housing and Urban Development (hereinafter called "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994.

WHEREAS, the Agency has agreed to use the HOME funds to finance a Homebuyer Purchase Assistance Program and meet the requirements as set forth in 24 CFR Part 92, as amended or waived by HUD.

NOW THEREFORE, the Parties covenant and agree as follows:

1. AFFORDABILITY PERIOD

The property must remain affordable for a term of _____ years (the "Affordability Period"), or until the first of the following events occur: (1) Homebuyer/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) The Homebuyer/s no longer occupy the unit as their principal residence; or (3) The Homebuyer dies, or if a married couple, the survivor dies.

2. FUNDING AMOUNT AND FORM OF ASSISTANCE

TERMS:

The Agency will provide a Deferred Payment Loan in an amount up to \$ _____ at Zero (0%) percent interest for a period no less than and not to exceed the term of affordability identified in Paragraph 1 above.

City terms: _____

At the end of the Affordability Period, the remaining outstanding principal amount shall be forgiven.

Amount inclusive of all fees with service delivery ____ YES ____ NO

3. RECAPTURE/RESALE PROVISIONS

Recapture provisions will apply pursuant to 24 CFR 92.254 upon one or more of the following events: (1) the Homebuyer/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homebuyer/s no longer occupy the unit as their principal residence; or (3) the Homebuyer dies, or if a married couple, the survivor dies. If the housing does not continue to be the

principal place of residence for the family for the entire duration of the affordability period, then recapture provisions will apply.

Pursuant to 24 CFR 92.254 (a)(5)(ii)(A)(2), the Agency will require Homebuyer/s to repay the entire amount of the HOME investment if any of the stated recapture events occur.

The Agency will NOT exercise a resale provision pursuant to 24 CFR 92.254(a)(5). These and other repayment provisions shall be enforced via the Promissory Note and/or Mortgage, which will also be executed at Closing.

4. PROGRAM REQUIREMENTS

The Agency and the Homebuyer/s agree to comply with these program requirements, as set forth in the HOME regulations (24 CFR Part 92 Subpart F) as follows:

- a) Income Eligible and Principal Residence: The Homebuyer/s have certified that at the time of application and approval, their annual income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD, with adjustments for family size;
- b) Principal Residence: The Homebuyer/s certify that the property will be their principal residence during the Affordability Period;
- c) Property Value: The property is located within the jurisdiction of the Agency's HOME Program and has an appraised value of \$ _____, which is equal or less than ninety-five percent (95%) of the area median sales price at or below \$ _____. The Agency has reviewed the household income and the property value requirements in accordance with the HOME Program requirements, and has approved the Homebuyer/s and property as eligible for funding
- d) Property Maintenance: The Homebuyer/s must maintain the property, including payment of property taxes, property insurance and flood insurance (if applicable) and homebuyer's insurance, during the Affordability Period. Broward County will be named as Additional Mortgagee on all property and flood insurance coverage during the Affordability Period;
- e) Housing Quality Standards: the property, at initial occupancy by the Homebuyer/s, has met, at a minimum, Section 8 Housing Quality Standards (HQS)/Uniform Physical Condition Standards (UPCS) and local building codes and ordinances of Broward County. The Agency has inspected the property or reviewed the appraisal and/or the property inspection report and has approved this project eligible for funding on this basis;
- f) Equal Opportunity, Fair Housing and Affirmative Marketing (24 CFR Part 92.351);
- g) Environmental review;
- h) Lead-based paint inspections and mitigation;
- i) Conflict of interest;
- j) Flood insurance coverage; and
- k) Executive Order 12372.

5. ESTIMATED START DATE AND DISBURSEMENT OF FUNDS

The Homebuyer/s agree that the funds will only be used as a subsidy to a private loan to lower monthly housing costs (PITI) to the Homebuyer/s, and to pay closing costs and a part of the down payment amount (if necessary). The HOME funds shall be disbursed by the Agency at the time of loan closing, estimated to be within ninety (90) calendar days of this Agreement.

6. RECORDS AND REPORTS

The Agency and Homebuyer/s agree to complete all reports and maintain documentation (as applicable to each party) in accordance with HUD guidelines (24 CFR Part 92) for a period of five (5) years after the end of the affordability term.

7. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property. Failure by the Homebuyer/s to comply with the terms of this Agreement and the loan documents will be considered a default, and appropriate legal actions will be taken.

8. HOMESTEAD EXEMPTION

Throughout the Affordability Period, the Agency reserves the right to confirm the premises is in use as the Homebuyer/s' principal residence. The primary (but not sole) indication that the premises is the principal residence is continued Homestead Exemption throughout the Affordability Period. If Homestead Exemption lapses during the Affordability Period, the Agency will assume the premises is no longer the Homebuyer/s' principal residence, will demand full repayment of the assistance provided, and take appropriate legal action to secure repayment.

9. DURATION OF THE AGREEMENT

This Agreement will be in effect for a term which shall run for the duration of the Affordability Period established under Paragraph 1.

10. REFINANCING AND SUBORDINATION OF HOME FUNDS

For Broward County to consider a subordination request when Homebuyer/s refinances their first mortgage, among other conditions, Broward County requires that there is no cash out on the refinance, at least 10% equity is retained, Broward County stays in second lien position, and the Homebuyer/s must provide the County a current property appraisal along with other current information.

11. OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, religion, marital status, familial status, sexual orientation, disability, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act of the Agency or the Homebuyer/s shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving Broward County.

AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homebuyer/s:

City/Agency Name:

Homebuyer Signature Date

Signature (City/Agency Designee)

Homebuyer: Print Name Date

Date: _____

Homebuyer Signature Date

Homebuyer: Print Name Date

BROWARD COUNTY HOME CONSORTIUM
Amended Purchase Assistance Program Homebuyer Agreement

Homebuyer/s: _____

Property Address: _____

Amended Commitment Amount: \$_____ Date: _____
(All HOME funds to include final assistance amount per closing statement, fees, and service delivery, if applicable.)

FINAL AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homebuyer/s:

_____ Homebuyer 1 Signature	_____ Homebuyer 1 Print Name	_____ Date
--------------------------------	---------------------------------	---------------

_____ Homebuyer 2 Signature	_____ Homebuyer 2 Print Name	_____ Date
--------------------------------	---------------------------------	---------------

City/Agency Name:_____

_____ Signature (City/Agency Designee)	_____ Designee Print Name	_____ Date
---	------------------------------	---------------

Final Recorded Mortgage Amount: \$_____

Homebuyer 1
Initials

Homebuyer 2
Initials

City/Agency
Designee
Initials



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-276

Agenda Date: 6/17/2025

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 ModernPlay Soccer Consultancy for a futsal soccer camp to be held at the Oveta McKeithen Recreational Complex from July 28, 2025 to August 1, 2025 from 9:00 am to 12 pm; approving program registration fees proposed by ModernPlay Soccer Consultancy 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

The organization, ModernPlay Soccer, is seeking to rent City fields to host a Futsal soccer camp. They will be charging the fees listed below for participation. The application has been reviewed and approved by both the Special Events Office and the Athletics Division. All required fees and Certificates of Insurance have been submitted.

Current Activity

Camp Description

ModernPlay is a player development camp that integrates futsal principles and street football creativity into outdoor soccer training. The camp helps young players improve their decision-making, confidence in 1v1s, body orientation, and ball mastery, all while having fun in a safe, structured environment.

The camp is led by Raoni Medina, former England Futsal Captain, Sporting CP Academy product, and UEFA MIP graduate and Coach.

Camp Highlights:

- Integrated futsal + soccer sessions
- Street-style creative exercises
- Ball mastery, scanning, spatial awareness
- Fun competitions & mini-tournaments
- Positive, engaging learning environment

Fee Structure

- Fee Structure (ModernPlay Summer Camp)

Option	Price	Details
Full 5-Day Camp	\$247	Includes 15 hours of elite coaching, ModernPlay T-shirt, certificate, and full player development experience.
Single Day Pass	\$75	For families who can't commit to all 5 days. Limited availability.
Early Bird	\$225	Encourages fast sign-ups without undervaluing the program.
Sibling Discount	10% off second/third child	Applies to full-week registrations only.
Scholarship Spots	Free (limited)	Reserved for selected families via city/BGCA/community partners.

Recommendation

Staff recommends approval of the special event 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 MODERNPLAY SOCCER CONSULTANCY FOR A FUTSAL SOCCER CAMP TO BE HELD AT THE OVETA MCKEITHEN RECREATIONAL COMPLEX FROM JULY 28, 2025 TO AUGUST 1, 2025 FROM 9:00 AM TO 12 PM; APPROVING PROGRAM REGISTRATION FEES PROPOSED BY MODERNPLAY SOCCER CONSULTANCY FOR THE EVENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, ModernPlay Soccer Consultancy (the “Applicant”) intends to hold a Futsal Soccer Camp from July 28, 2025 to August 1, 2025, from 9:00 a.m. to 12:00 p.m. at the Oveta McKeithen Recreational Complex (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 32 individuals are anticipated to attend the Event; and

WHEREAS, the Applicant intends on charging a program registration fee based upon different fee structures for the Event; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Applicant’s program registration fees, 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, 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 program registration fees 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 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: ModernPlay Soccer Consultancy	
Contact Name: Levi Ferraz	Contact Phone: +1 (904) 361-8157
Email Address: levitrama@me.com	
Address: 1428 se 4th Ave #264H Deerfield beach FL 33441	
City, State, ZIP: Deerfield Beach. 33441	
Organization Status:	
☒ For Profit	
☐ Non-Profit (must include IRS 501(c) tax exempt letter)	
☐ Other:	

EVENT INFORMATION																													
Event Name: ModernPlay Summer Camp	Proposed Date: Jul 28 - Aug 1. 2025	Alternative Date:																											
Event Address: OMRC	City, State, ZIP: Deerfield Beach, FL,																												
Venue/Location Name (if applicable):																													
Type of Event: Futsal - Soccer Camp																													
Description of Event: Inovating youth soccer camp.																													
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 20%;">Date</th> <th style="width: 20%;">Day</th> <th style="width: 20%;">Start Time</th> <th style="width: 20%;">End Time</th> </tr> </thead> <tbody> <tr> <td>Setup</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Event Start</td> <td>07/28/2025</td> <td>Monday</td> <td>9AM</td> <td>12PM</td> </tr> <tr> <td>Event End</td> <td>08/01/2025</td> <td>Friday</td> <td>9AM</td> <td>12PM</td> </tr> <tr> <td>Breakdown</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Date	Day	Start Time	End Time	Setup					Event Start	07/28/2025	Monday	9AM	12PM	Event End	08/01/2025	Friday	9AM	12PM	Breakdown				
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Setup																													
Event Start	07/28/2025	Monday	9AM	12PM																									
Event End	08/01/2025	Friday	9AM	12PM																									
Breakdown																													
# of years this event has taken place (including previous locations & attendance if applicable): We ran a free community camp this Easter at OMRC.																													
Anticipated Attendance: 32 kids																													
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: Phone:		Signature: 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: *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 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																													
*City parking spaces require fees (fees start at \$25 per day, per space)																													

VENDOR INFORMATION

Will your event be serving food?

- ☒ No
☐ Yes, food will be prepared:
 ☐ Off-Site
 ☐ On-Site

If prepared on-site, method used for cooking:

- ☐ N/A
☐ Gas
☐ Propane
☐ Charcoal
☐ Fryer
☐ Food truck
☐ Other, please list:

*Food vendors require proper licensing & COI

*Food vendors may require inspection(s), at the cost of the Organizer

List other vendors:

ADDITIONAL BSO/BUILDING/PERMIT REQUIREMENTS

Will there be alcohol at this Event?

- ☒ No
☐ Yes (requires City Commission approval)
If yes, a [State of Florida alcohol license](#) is required

Will you be using tents for your Event?

Tent Size	# of Tents
10x10	1

*If on City property, tents must be weighted; no stakes allowed

*Tents over 10x10 require a permit ([Building Department](#))

Will there be a stage at your Event?

- ☒ No
☐ Yes
If yes, an additional permit may be required ([Building Department](#))

Will your event have bounce houses or inflatables?

- ☒ No
☐ Yes

If yes, provide name of company & phone number:

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

Will your event have amusement ride(s)?

- ☒ No
☐ Yes

If yes, ride(s) will require [State](#) and City inspections, at the cost of the Organizer; a Certificate of Insurance is required

Will your event require electricity? (NOTE: The City does not provide POWER or WATER)

- ☒ No
☐ Yes

Will a generator be used?

- ☒ No
☐ Yes, generator will be:
☐ Over 5,000 Watts
☐ Under 5,000 Watts

*Generator over 5,000 Watts require a permit ([Building Department](#))

Will your event include the use of fireworks or pyrotechnics?

- ☒ No
☐ Yes

If yes, please describe (additional information may be required):

Will your event require road closures?

- ☒ No
☐ Yes

If yes, please attach map with closures clearly marked. Identify all barricades, blockades, fencing, etc.

***If closing [FDOT](#) roads, City Commission is required**

Will your event be using a licensed security company?

- ☒ No
☐ Yes

If yes, provide name of company and phone number:

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

The applicant will be responsible for traffic and crowd control and may be required to hire off-duty detail Broward Sheriff Office deputies for traffic, safety and crowd control at the discretion of the BSO.

Initial: ^{LT} _____

*Request forms available through Special_Details@sherrif.org

PROMOTIONAL INFORMATION

Website/Social Media: www.modernplay.football

How do you plan on advertising your event? Please list. Social Media, Request to post flyers at certain locations

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):

It's a five days integrated futsal-soccer camp. The fees are:

Will this event create an impact on parking?

- ☒ No
☐ Yes

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

The applicant shall be responsible for maintaining all areas encompassed by the event in a safe, clean and orderly condition. The applicant will be responsible for the removal of trash or debris, restoration of damaged shrubs, plants, turf, underground utilities, structures, irrigation, trees, and paved surfaces on any portion of City or other public property.

Initial: LT

Completed Application Packet Checklist

	Special Event Permit Application completed.
	A map/site plan for event location including parking, traffic flow, rides, location of signage, tents, staging, generators, fences, pyrotechnic materials, emergency access routes, etc. Must be legible and dimensioned.
	Non-refundable application fee.
	Certification of State of Florida not-for-profit status (if applicable).
	Property owner permission as a notarized letter from event site landowner authorizing the event on their property (if not on applicant's property).
	Certificates of insurance from the individual or organization naming the City of Deerfield Beach (150 NE 2nd Ave) and Broward Sheriff's Office (2601 W Broward Blvd) as additionally insured.
	Any applicable Certificates of Insurance and/or licensing for vendors
	Signed Hold Harmless Agreement.
	Approved rental permit from the Parks and Recreation Department, if the event location is at a City of Deerfield Beach public park.

Contact Numbers

Broward Sheriff's Office	954-480-4300
BSO Special Detail Office	954-831-8199
Building Department	954-480-4250
Code Enforcement	954-480-4238
Risk Management	954-480-4255
Special Events	954-480-4429
Parks & Recreation	954-480-4433

The City of Deerfield Beach is now 100% digital. Be sure to have an account created on our online platform [CIVIC REC](#) for all payments.



INDEMNIFICATION AGREEMENT

I, Levi Ferraz, individually and as the agent/
(Individual's Name)

representing ModernPlay, do hereby agree to indemnify
(Vendor/Company's Name)

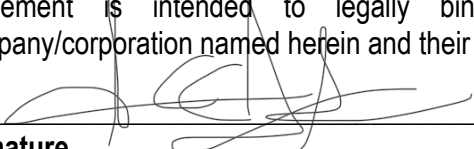
and hold harmless and defend the City of Deerfield Beach, Florida, its elected officials, officers, agents, employees and contractors from and against any and all loss, damage, claim, suit, actions, demand, liability or expense by reason of any damage or injury to property or person, including death, which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by

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

of Summer Camp (the "Special Event") being held at OMRC, Deerfield Beach,
on the date(s) of:
07/28/2025 to 08/01/2025

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.


Signature

Levi Ferraz
Print Name

MR
Title

904 361 8157
Daytime phone number

Date: 05 - 27 -1981

Address: 1428 SE 4th Ave. 264H

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

Witness:  **Print Name:** Raoni Medina **Date:** 05 - 27 - 25
Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2025

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 O2 Sports Insurance 110 E Broward Blvd, Suite 1700 Fort Lauderdale, FL 33301	CONTACT NAME: Kandace Kalin PHONE (A/C, No, Ext): 1-855-351-0202 E-MAIL ADDRESS: info@o2sportsinsurance.com FAX (A/C, No): 1-855-984-2379
INSURED ModernPlay Soccer Camp 1428 SE 4th Avenue, 264H Deerfield Beach, FL 33441 A Member of O2 Program Management Inc., Athletic Association	INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # AA-1120157

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 WVD	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 ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		22B06410-2399	07/28/2025 12:00 AM	08/01/2025 12:00 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one Person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS-COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ EXCLUDING HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

Sport(s): Soccer - Youth (Camp/Clinic)
Event Name: ModernPlay Soccer Camp

CERTIFICATE HOLDER**CANCELLATION**

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

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

Kandace Kalin

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Entity (Additional Insured):

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

Name of Insured: ModernPlay Soccer Camp

A. Section II – Who Is An Insured is amended to include as an additional insured the person or entity shown in the Schedule, but only with respect to liability arising in that part of the designated premises leased, licensed, or otherwise available to you and subject to the following additional exclusions:

1. This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from, or in any way related to:

a. Any "occurrence" which takes place prior to your occupancy or after you cease to be a tenant in that premises or;

b. Structural conditions, alterations, construction, demolition, maintenance or other operations performed by or on behalf of the person or entity shown in the Schedule.

2. Coverage (including defense) is provided only to the extent that liability is created for an additional insured by the negligent acts, errors, or omissions of the Named Insured. If liability for injury or damage is imposed or sought to be imposed on any additional Insured because of the acts, errors, or omissions of any additional insured or any person or entity under the direction or control

of any additional insured, this insurance does not apply.

Coverage for an additional insured under this endorsement shall be excess. Any other insurance the additional insured has shall be primary with respect to this insurance.

Except as provided herein, all other terms, conditions, provisions, exclusions, and endorsements of this policy remain the same and applicable.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



City of Deerfield Beach Parks & Recreation

150 NE 2nd Ave., Deerfield Beach, FL 33441

954-4 80-4424 • www.dfb.city

blamar@deerfield-beach.com

Athletic Facility Use Short-Term Permit Application

All short-term permit applications must be submitted a minimum of 30 days prior and a maximum of 90 days prior to the first requested field use. Once a permit has been approved, you will receive a copy of the approved permit, confirming your reservation along with the facility rental reservations. You must bring a copy of your approved permit with you on the day of your function. ***The requested facility use shall be subject to the attached 1) Fee Schedule and 2) Athletic Facility Use & Sports Policy.***

Applicant's Contact Information

Individual/Organization "Applicant" Name: Levi Ferraz

Contact: +1 (904) 361-8157 Address: 1428 se 4th Ave #264H
Deerfield beach FL 33441

Email Address: levitrama@me.com

Home Phone: _____ Cell Phone: +1 (904) 361-8157

☒ Resident ☐ Non-Resident

Requested Facility (please see exact facility on reverse side): OMRC

Event Date(s): 07/28/2025 to 08/01/2025

Start Time (including set-up): 9am End Time (including clean-up): 12pm

Purpose/Reason for Use: Futsal - Soccer Camp

Number of People Expected: 30 Fee (refer to fee schedule): \$245

Applicant's Waiver & Release

The Applicant shall indemnify, defend, and hold the City, including City's officers, agents, and employees (collectively, the "City"), harmless against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) and causes of action of any kind or nature whatsoever, arising from the acts, omissions, or negligence of the Applicant or its officers, agents, or employees, volunteers or invitees, or the Applicant's use and occupancy of the City facilities, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City in any such suit or action. Failure to comply with this obligation to indemnify the City shall result in the revocation of this Permit and may result in denial of future use of City facilities.

By signing below, I acknowledge and agree that:

I HAVE CAREFULLY READ THIS APPLICATION AND ATTACHED ATHLETIC FACILITY USE AND SPORTS POLICY AND FULLY UNDERSTAND THEIR CONTENTS AND AGREE TO THE TERMS CONTAINED THEREIN. To the extent I am submitting this Application on behalf of an organization, I represent and affirm I have the authority to execute this Application and bind the organization to the aforementioned terms.

Applicant's Signature: _____

Date: _____

Required Information – Must be completed

Will you be bringing/installing any tents? ☒ Y ☐ N If yes, how many? 1

Will you be bringing a grill? ☐ Y ☒ N If yes, how many? _____

Any large equipment (example: bounce houses, etc.)? _____

Will you be requesting field lining? ☒ Y ☐ N If yes, what sport? Soccer

Will you be requesting field lighting? ☐ Y ☒ N If yes, how many hours? _____

Constitution Park	Oveta McKeithen Recreational Complex
☐ Tennis Courts: # <u>2</u> Requested ☐ Basketball Court	☐ Multi-Purpose Front Field ☒ Multi-Purpose Back Field ☐ Basketball Courts: # <u>2</u> Requested ☐ Gymnasium ☐ Baseball Field #1 ☐ Baseball Field #2 ☐ Baseball Field #3
Middle School Athletic Complex	
☐ Multi-Purpose Field ☐ Track ☐ Baseball Field #1 ☐ Baseball Field #2 ☐ Baseball Field #3 ☐ Baseball Field #4	
Quiet Waters Athletic Park	Pioneer Park
☐ Multiple Purpose Field ☐ Baseball Field	☐ Tennis Courts: # _____ Requested ☐ Baseball Field ☐ T-Ball Field
Ecidar Park	Public Beach
☐ Tennis Courts: # _____ Requested	☐ Volleyball Courts: # _____ Requested
Crystal Heights Park (South)	Johnie McKeithen Park
☐ Sand Volleyball Court	☐ Sand Volleyball Court
Mayo Howard Park	Villages of Hillsboro Park
☐ Sand Volleyball Court	☐ Tennis Courts: # _____ Requested ☐ Basketball Courts: # _____ Requested ☐ Sand Volleyball Court

City of Deerfield Beach Athletic Facility Use Fee Schedule

	Resident	Non-Resident
Football/Soccer (2 hours, no lights)	\$100	\$200
Football/Soccer (2 hours, lights)	\$150	\$300
Baseball/Softball/Basketball (2 hours, no lights)	\$50	\$100
Baseball/Softball (2 hours, lights)	\$100	\$200
Sand Volleyball	\$10	\$20
Gymnasium*	\$125/hour	\$250/hour
* Security Deposit Required: \$150		
Field Lining		
Baseball/Softball Per Lining	\$50	
Football, Soccer, Rubgy, Lacrosse Per Lining	\$200	
Special Events		
Payment submitted with permit		
Permits are obtained through the Community Events & Outreach Division		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-217

Agenda Date: 6/17/2025

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 a facility use agreement with Boys Town South Florida, Inc., for a parenting skills program at the Johnny L. Tigner Community Center; approving the waiver of facility use fees to support the program within the City; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The Boys Town of South Florida, Inc. ("Boys Town") is a not-for-profit educational organization that teaches parents skills that help them encourage children's positive behaviors, discourage negative behaviors, and teach alternatives to problem behaviors. Boys Town desires to offer a Parenting Skills Training Program consisting of six, two-hour group sessions led by a qualified parent trainer.

In order to support this initiative, it is necessary for the City and Boys Town of South Florida to enter into a Facility Use Agreement. Boys Town is also requesting a waiver of the facility use fees. The agreement will allow for non-exclusive use of the Johnny L. Tigner Center, where the organization will conduct its courses once a week for six weeks.

The City will retain a security deposit, and Boys Town of South Florida will be required to submit proper insurance documentation and indemnification. They will also be required to adhere to all facility rules and regulations throughout the duration of the program.

Recommendation

It is the recommendation of staff to approve the Facility Use Agreement between the City and Boys Town of South Florida.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A FACILITY USE AGREEMENT WITH BOYS TOWN SOUTH FLORIDA, INC., FOR A PARENTING SKILLS PROGRAM AT THE JOHNNY L. TIGNER COMMUNITY CENTER; APPROVING THE WAIVER OF FACILITY USE FEES TO SUPPORT THE PROGRAM WITHIN THE CITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Boys Town South Florida, Inc. (“Boys Town”) is a not-for-profit educational organization that teaches parents skills that help them encourage children’s positive behaviors, discourage negative behaviors, and teach alternatives to problem behaviors; and

WHEREAS, Boys Town desires to coordinate with the City to implement a Parental Skills training program for the community, as more specifically described in Exhibit “A” of the Agreement (the “Parenting Skills Program”); and

WHEREAS, the City operates the Johnny L. Tigner Community Center (the “Center”), which is suitable for use by Boys Town to conduct the Parenting Skills Program; and

WHEREAS, Boys Town has requested a non-exclusive license to use the Center no more than one time per week for six weeks for the purpose of conducting its Parenting Skills Program (the “Facility Use”); and

WHEREAS, Boys Town has requested a waiver of the facility use fees for the Facility Use to support the Parenting Skills Program within the City (the “Fee Waiver”) and has agreed to use its best efforts to achieve a minimum of 30% of the total participation in the Parenting Skills Program by residents of the City; and

WHEREAS, City staff recommends approving the Facility Use, and a Facility Use Agreement with Boys Town, attached as Exhibit “1”, (the “Agreement”) to support the Parenting Skills Program within the City for an initial one-year period, with two additional one-year renewal options; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Facility Use and the Fee Waiver, and authorize execution of the Agreement with Boys Town.

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

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

Section 2. The City Commission hereby authorizes and approves the Facility Use by Boys Town for the Parenting Skills Program, subject to the terms of the Agreement.

Section 3. The City Commission finds that the Fee Waiver for the Facility Use in accordance with the terms of the Agreement serves the public interests of the City and is hereby approved.

Section 4. The City Commission hereby approves the Facility Use Agreement with Boys Town, attached as Exhibit “1,” for the Facility Use for the Parenting Skills Program.

Section 5. The City Commission hereby authorizes the City Manager to execute the Facility Use Agreement, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND BOYS TOWN SOUTH FLORIDA**

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the City of Deerfield Beach, Florida, (the "CITY"), and Boys Town South Florida, Inc., a Florida Not-For-Profit Corporation (the "LICENSEE").

WHEREAS, LICENSEE is a not-for-profit educational organization that teaches parents skills that help them encourage children's positive behaviors, discourage negative behaviors, and teach alternatives to problem behaviors; and

WHEREAS, the CITY owns and operates various facilities, including the Johnny L. Tigner Center, which is suitable for use by the LICENSEE for LICENSEE'S parenting classes (the "Training"); and

WHEREAS, LICENSEE desires to provide Training as set forth in Exhibit "A", and obtain a non-exclusive license to use the Johnny L Tigner Community Center (the "Permitted Area") to administer LICENSEE'S Training in accordance with applicable law (the "Training"); and

WHEREAS, LICENSEE has requested the use of Permitted Area at no charge no more than one time per week for six weeks to support the Training within the City; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE'S Training at the Permitted Area and to provide facility usage to support the Training within the City, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Scope of Work. LICENSEE shall administer the Training within the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and pursuant to the terms and conditions of this Agreement. LICENSEE agrees to use its best efforts to achieve a minimum of 30% of the total participation in the Training by residents of the City of Deerfield Beach.

Section 3. Term. This Agreement shall take effect upon the Effective Date and shall continue for a one-year term, unless terminated or renewed as permitted herein (the "Term"). The City Manager or designee may renew this Agreement for two (2) additional one-year terms by execution of a written Amendment signed by the parties.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* LICENSEE shall pay a Security Deposit in the amount of \$75.00 which shall be retained by City.

- b. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the CITY with a copy of LICENSEE'S non-profit corporate status and any reasonable supporting documentation that may be requested by the CITY to verify such status.
- c. *List of Licensee's Attendees.* Prior to the first official Training, LICENSEE shall provide the CITY with the following: (i) a list of each individual that will be providing any Training service or otherwise serving as a representative of LICENSEE; and (ii) a list of each participant in the Training, together with the home address of each participant.
- d. *Scheduling.* LICENSEE shall provide a schedule of the Training before the start of said services based on availability of the Permitted Area. The LICENSEE must attain from the CITY a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to the original schedule must be submitted in writing at least five (5) business days prior to actual rescheduled classes to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the CITY facility and that the CITY may not in all cases be able to permit the exclusive use of the facilities at all the times desired by LICENSEE.

LICENSEE acknowledges that all CITY run programs and functions take priority over scheduling of all other outside programming. All meetings and registrations that take place in the Permitted Area facilities must be approved by the CITY a minimum of two weeks prior to the event. All LICENSEE activities must fall within the Permitted Area's normal operating hours, unless approved by the Parks and Recreation Director or designee in writing.

- g. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or, foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to LICENSEE by the CITY, if any. If there are conditions that occur during the Training that require an adjustment of security deposit returned at the conclusion of the Training, LICENSEE shall pay any overages of fees within ten days of the conclusion of the Training.
- h. *Clean-up of Permitted Areas.* Immediately after each Training class, the LICENSEE shall be responsible for cleaning the areas used during the administration of any Training. LICENSEE furthers agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection.. LICENSEE, at the conclusion of each Training class, must restore the site to a condition equal to that existing prior to the Training class. LICENSEE shall pay all costs for the repair and replacement of CITY property that is damaged during the Training.

- i. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Training. If, in the course of LICENSEE'S operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. City Support. CITY agrees to provide LICENSEE with use of the Permitted Areas at no cost to support LICENSEE'S Training within the CITY during the Term, subject to the terms and conditions of this Agreement. . Based upon this support, LICENSEE shall provide such financial information related to LICENSEE as provided for in the CITY'S rules and regulations or as may be requested by the City Manager or designee. Upon request, LICENSEE agrees to submit a budget to the City with details on anticipated revenues and expenditures for the Training.

Section 6. Background Checks. LICENSEE shall comply with the City's Criminal Background Check Policy, Section 38-140 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a criminal background check for any person employed by or under contract with the LICENSEE, and any LICENSEE representative, who is providing the Training or will be in or on city property (each is a "Volunteer") and the results of such background checks shall be provided to the CITY prior to any Volunteer utilizing a City facility for Training.
- b. Volunteers shall be prohibited from participating in Training at any City Facilities in the event: (i) they have not had a current background check conducted in accordance with the Policy, or (ii) the results of their background check reveal any of the disqualification factors set forth in the Policy.
- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE'S Volunteers. Further, LICENSEE agrees to provide written notice to the CITY immediately upon LICENSEE'S knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The CITY shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the CITY certifying compliance with the Policy, as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any Training under this Agreement.

Section 7. Insurance and Indemnification.

- a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE'S liability insurance upon execution of this Agreement and prior to any Training taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive general liability	\$1,000,000
(2) Property damage	\$1,000,000
(3) Automotive liability	\$1,000,000
(4) Worker's compensation	statutory requirement

The general liability and property damage insurance shall, at a minimum, cover the LICENSEE's trainers, employees and representatives and the participants who are participating in any Training.

Each policy, except for worker's compensation, shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE'S insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

All policies shall be on an occurrence basis rather than a claims-made basis.

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by LICENSEE or any other person authorized by the LICENSEE to participate in the Training.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including the CITY's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, or employees, or Licensee's use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained 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.

Section 8. Compliance with Applicable Laws and Policies.

- a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Training.
- b. *Compliance with Rules and Regulations.* LICENSEE will abide by all Parks and Recreation Department Rules and Regulations, including such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this

reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.

- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent Training. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 9. Storage. The storage of materials and equipment belonging to LICENSEE in the City facilities is strictly prohibited. The LICENSEE agrees to be solely responsible for LICENSEE'S items on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE'S storage of any equipment or materials on any City property, including but not limited to the Permitted Area.

Section 10. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional use of the Permitted Area at no cost. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving thirty days' notice to LICENSEE. If the CITY elects to terminate this Agreement, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City facilities by LICENSEE.

In the event the CITY determines to terminate this Agreement for cause due to LICENSEE's in breach of this Agreement, LICENSEE shall have 10 days after receipt of such written notice of termination to correct the breach. Upon receipt of such notice, and unless otherwise directed by the City in writing, LICENSEE shall immediately cease all activities at the Permitted Area. Failure of LICENSEE to correct the breach within the 10 day timeframe, shall result in this Agreement being automatically terminated and LICENSEE shall cease all activities at the Permitted Area and vacate the premises.

Section 11. Audit Rights and Retention of Records. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to the Training. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time. but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE'S and its subcontractors' records, the

LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY'S disallowance and recovery of any payment upon such entry.

Section 12. Coordination of Services. The CITY'S primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or designee.

Section 13. CITY Reservation of Rights. The CITY reserves the right to order any participant who is deemed by the CITY, in its sole discretion, to be a threat to any participant or the public or City property or who flagrantly violates City policies, rules or regulations relating to facility usage to leave City grounds.

Section 14. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses below, or at such other addresses as the parties may specify by written notice delivered in accordance with this Agreement:

FOR CONTRACTOR:

Boys Town South Florida
1655 Palm Beach Lakes Blvd.
Suite 300
West Palm Beach
Attn. _____

FOR CITY:

Rodney Brimlow
City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

With A Copy to: Anthony C. Soroka, Esquire

City Attorney
Weiss Serota Helfman Cole, & Bierman, PL.
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431

Section 15. No Leasehold. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an "as is" condition.

Section 16. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida's Public Records Law. Specifically, LICENSEE shall:

- a. Keep and maintain public records required by the CITY to perform the Programs.
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied

- within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 17. Miscellaneous.

- a. Entire Agreement. The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.
- b. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.
- c. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.
- d. Governing Law. The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.
- e. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

- f. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent .
- h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- i. Assignability. This Agreement is not assignable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

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

Heather Montemayor, City Clerk

Rodney Brimlow, City Manager

Date: _____, 2025.

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

Witnesses:

LICENSEE

Boys Town South Florida

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

LICENSEE shall administer the Training within the Permitted Area in accordance with all applicable laws, policies, rules and regulations. LICENSEE's use of the Permitted Area shall not exceed more than one time per week for a total of six weeks to support the Training, except as provided below. LICENSEE shall provide training opportunities to City employees. LICENSEE will conduct the Training on Thursdays from 6:45p.m. to 8:15 p.m.

LICENSEE shall coordinate with the CITY to create and implement a youth training program focusing on public speaking and leadership training for the youth within the City (the "Youth Program"). The City Manager or designee and LICENSEE may by written agreement provide for additional use of the Permitted Area by LICENSEE for the Youth Program.

COURSE DESCRIPTION:

The program consists of six two-hour group sessions led by a parent trainer. Participants are taught skills that help them encourage children's positive behaviors, discourage negative behaviors, and teach alternatives to problem behaviors.

COURSE CONTENT: **Parents are Teachers**

2 hours

Participants learn that parents' job is to teach their children self-discipline. They learn and demonstrate to observe and describe children's behaviors and use positive and negative consequences to change behaviors.

Effective Praise

2 hours

Participants learn the importance of giving reasons and learn and demonstrate when and how to use the four steps of Effective Praise to encourage children's positive behaviors.

Preventive Teaching

2 hours

Participants learn importance of teaching social skills and learn and demonstrate when and how to use the three steps of Preventive Teaching to teach children how to behave in future situations.

Corrective Teaching	2 hours	Participants make a plan to remain calm in intense situations with children. They learn and demonstrate when and how to use the five steps of Corrective Teaching to stop children's misbehavior and teach them alternative pro-social behaviors.
Teaching Self -Control	2 hours	Participants learn and demonstrate when and how to use the eight steps of Teaching Self-Control in intense situations with children. They learn to calm children down and teach them how to remain calm in future intense situations.
Putting It All Together	2 hours	Participants learn the importance of traditions and routines. They learn how to conduct Family Meetings. They demonstrate how and when to use various Common Sense Parenting® skills, and develop a plan to use the skills with various child behavior problems.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-264

Agenda Date: 6/17/2025

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

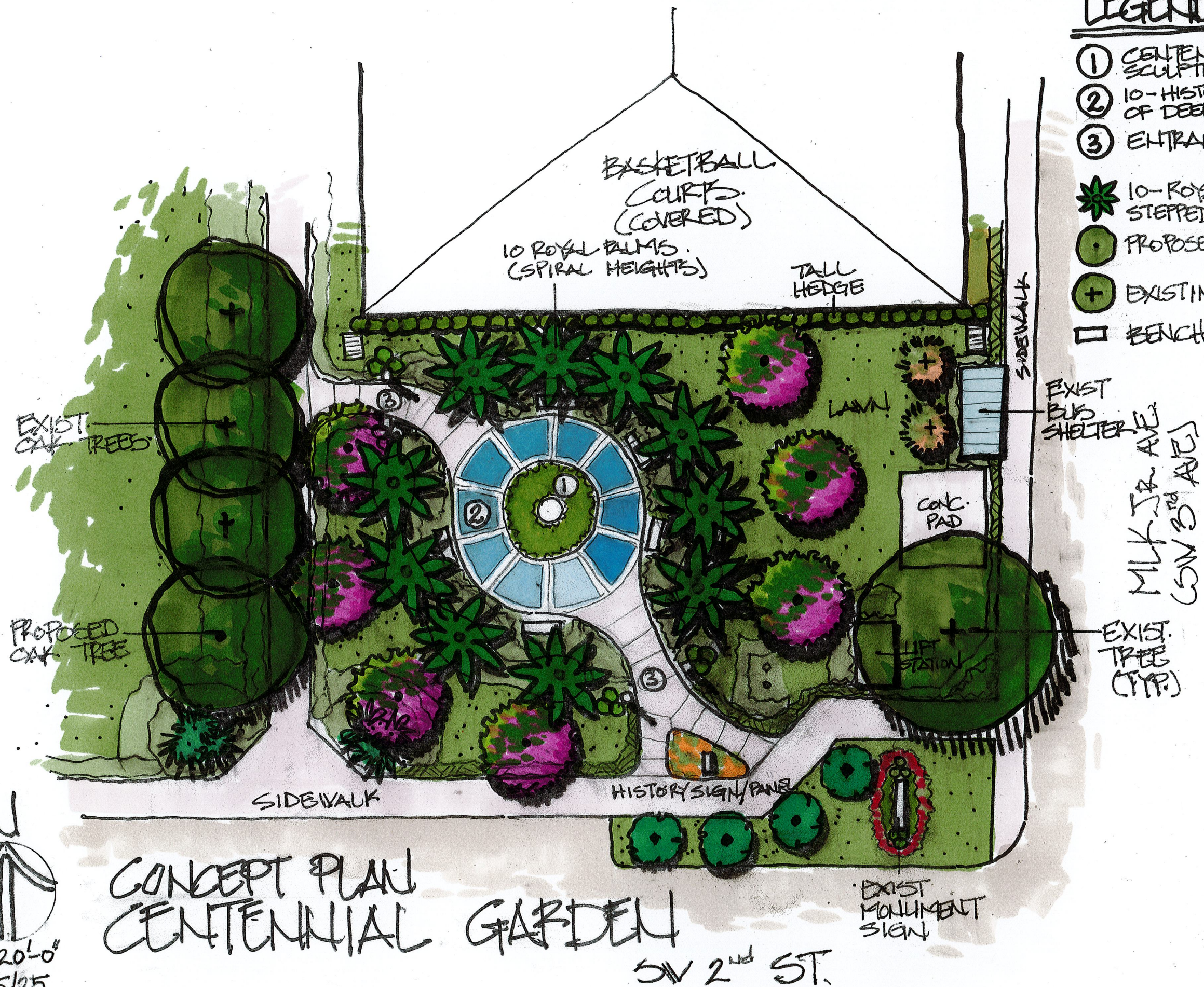
Title

Presentation regarding the Centennial Garden.

Background/History

As part of the year-long centennial celebration, the City of Deerfield Beach is installing a centennial community garden located at the corner of SW 3rd Avenue and SW 2nd Street inside the Oveta McKeithen Park. Currently, a city contractor is installing the sidewalk and circle of the garden. Once completed, the circle will represent each of the ten decades that the City has been a part of. Additionally, the City is releasing an online survey asking residents to provide what they believe are important events that occurred in each of our decades as a City.

N
1"=20'-0"
5/5/25



CONCEPT PLAN CENTENNIAL GARDEN 5th ST.

- ## LEGEND
- ① CENTENNIAL SCULPTURE
 - ② 10-HISTORY PANEL OF DEERFIELD BEACH
 - ③ ENTRANCE COLUMNS
 - ★ 10-ROYAL PALM W/ STEPPED HEIGHTS
 - PROPOSED TREES
 - + EXISTING TREES
 - BENCHES