



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

Regular Meeting Community Redevelopment Agency

Tuesday, August 26, 2025

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: August 12, 2025

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

August 26, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link

<https://deerfield-beach.zoom.us/j/89547922697?pwd=alryhXqPiXgJx2oMq0sgos4Wl6rt5a.1>

Join Zoom Meeting via telephone by dialing

Call-in Number: (305) 224-1968

Meeting ID: 895 4792 2697#

Participant ID: #

Passcode: 071975#

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

GENERAL ITEMS

1. **CRA Resolution 2025/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency ("CRA"), adopting the Fiscal Year 2026 Budget; adopting the Capital Improvements Plan for Fiscal Years 2027-2029; providing for implementation and an effective date.**
Suggested Action: CRA Board to vote on Resolution
Attachment: Budget & Capital Improvement Plan
2. **CRA Resolution 2025/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a separation agreement with CRA Director Kris Mory; providing for execution and an effective date.**
Suggested Action: CRA Board to vote on Resolution
Attachment: Separation Agreement

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

Tuesday, September 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

Community Redevelopment Agency

Tuesday, August 12, 2025

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Todd Drosky at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Michael Hudak
Mr. Tom Plaut
Mr. Daniel Shanetzky
Vice Chair Ben Preston
Chair Todd Drosky

Also Present:

City Manager Rodney Brimlow - *via Zoom*
City Attorney Anthony Soroka
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - July 8, 2025

MOTION was made by Mr. Hudak, seconded by Mr. Shanetzky, to approve the July 8, 2025 minutes as submitted.
Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Plaut, Mr. Shanetzky, Vice Chair Preston, and Chair Drosky
Nays: 0

APPROVAL OF AGENDA

August 12, 2025

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

Yeas: 5 - Mr. Hudak, Mr. Plaut, Mr. Shanetzky, Vice Mayor Preston, and Chair Drosky
Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2025/007 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a public art grant to 202 DFB, LLC, in an amount not to exceed \$40,000.00 for installation of a mural on the City's Pier Building; providing for implementation and an effective date. (Funds from Account #190-500-520-5200-000-55200-503595)**

The Resolution was read by title only.

Kris Mory, CRA Director, provided a brief overview of the item. Thereafter, she introduced Danielle Rosse, 202 DFB, LLC.

Ms. Rosse said Alex Yanes, artist, is located in South Florida. Thereafter, she provided a brief overview of his work. She explained that the mural will be installed on the entire northside of the pier restaurant and wrapped under the overhang on the eastside. Further, as the mural comes to life, public participation will be sought through online content videos with the artist, who will also host a kid's day. Additionally, a ribbon cutting with the Commission will be requested, as well as a photobooth experience with the mural as a backdrop, and a postcard will be created. Ms. Rosse said she has been in Deerfield for 25 years, and is excited to see how this piece will make the area come to life.

In response to Mr. Hudak's question, Ms. Rosse replied that the vending machines have been removed from the area. Further, under the overhang was chosen because it's protected from the sun and is pedestrian friendly.

Mr. Plaut stated that the Resolution references the southside of the pier, and it should be northside.

Chair Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said the building was previously occupied for 12 years, so why is this idea just now being brought to the Board.

Chair Drosky closed the public hearing.

In response to Mr. Shanetzky's question, Ms. Rosse replied that she is unsure how long the mural will last, but the materials being utilized will allow the mural to have a long shelf life.

MOTION was made by Mr. Plaut, seconded by Mr. Hudak, to approve Item 1, adopted CRA Resolution 2025/007 with the stipulation that the wrap will be located on the northside. Roll Call:

Yeas: 5 - Mr. Hudak, Mr. Plaut, Mr. Shanetzky, Vice Chair Preston, and Chair Drosky
Nays: 0

- 2. Presentation regarding the proposed Deerfield Beach Community Redevelopment Agency Fiscal Year 2026 Budget.**

Kris Mory, CRA Director, highlighted a brief presentation. Thereafter, she said the Marine Science Center at Sullivan Park is the only capital project. Programming consists of the education facility, community policing, commercial façade/micro façade, special events, public art, and rideshare, which progresses each month. Ms. Mory said the tax base has expanded for the 13th consecutive year in a row, whereby, the total available tax increment revenue for fiscal year 2026 is \$9.6 million; however, the debt service - \$1.1 million; estimated fiscal year 2025 carryover - \$6.2 million; operating expenses - \$877,053; other contractual services - \$169,091; and programming - \$1.2 million, leaving \$80,000 to be budgeted into next year for a potential feasibility study for a parking garage in the Cove Shopping Center. Currently, the Cove Shopping Center parking garage is listed in the capital improvement plan, but it may be reconsidered.

Chair Drosky explained that there isn't an abundant amount of funding to work with this year due to funds being allocated to the Marine Science Center; nonetheless, the CRA sunsets in three years, so the Board has time to decide where the remaining \$9 million should be allocated.

GENERAL ITEMS - CONTINUED

In response to Mr. Hudak's questions, Ms. Mory replied that staff has been working diligently with the County to determine whether funding will be available through 2028 or 2029; nonetheless, additional follow-up and clarification will be required. Further, she said the community policing detail is a set figure, and will not change this year.

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

ADMINISTRATION COMMENTS

None.

BOARD COMMENTS

Deerfield Beach Ocean Rescue - Mr. Hudak congratulated Ocean Rescue for becoming the 2025 USLA National Lifeguard Champions, for the fourth year in a row. Further, he reiterated his request for a brag board near the Pier, so the City can showcase these types of accomplishments.

After a brief discussion, Kris Mory, CRA Director, advised that the Department of Parks & Recreation is working to bring a brag board to fruition.

Chair Drosky recommended that Mr. Hudak work with the City Manager on the placement of the brag board.

PUBLIC COMMENT

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked if there is a plan in place to ensure that the CRA is getting their money's worth on the community policing program. Further, he commented on the BSO's contracts, and stated that negotiations should be done in good faith.

ADJOURNMENT

MOTION was made by Vice Chair Preston, seconded by Mr. Hudak, to adjourn the meeting at 7:38 p.m. Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Plaut, Mr. Shanetzky, Vice Chair Preston, and Chair Drosky

Nays: 0

TODD DROSKY, CHAIR

Heather Montemayor, City Clerk



Community Redevelopment Agency Meeting - August 26, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, August 26, 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 CRA Board 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 August 26, 2025 Community Redevelopment Agency 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 August 26, 2025 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for 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 August 26, 2025.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89547922697?pwd=alryhXgPiXgJx2oMq0sgos4Wl6rt5a.1>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (305) 224-1968, Meeting ID: 895 4792 2697#, Participant ID: #, Passcode: 071975#

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

Providing Public Comment:

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

- 1. In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the 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.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-411

Agenda Date: 8/26/2025

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2025/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency ("CRA"), adopting the Fiscal Year 2026 Budget; adopting the Capital Improvements Plan for Fiscal Years 2027-2029; providing for implementation and an effective date.

Recommended Action

CRA Board to vote Resolution

Background/History

In accordance with Sections 163.387 and 189.016, Florida Statutes, the CRA Board is required to adopt the budget by resolution each fiscal year.

Current Activity

The CRA FY26 Budget was presented to the CRA Board for discussion at the August 12, 2025, meeting. The attached budget reflects the project priorities as per the direction of the Board.

The funding priority of the Budget is the Sullivan Park Marine Science Center Infrastructure and Capital Improvement Project. The CRA will also continue redevelopment programs, including Community Policing, Commercial Facade, Public Art and Educational Facility.

Once the Board approves the budget on August 26, 2025, it will be forwarded to the City for inclusion in the adopted FY26 City budget.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), ADOPTING THE FISCAL YEAR 2026 BUDGET; ADOPTING THE CAPITAL IMPROVEMENTS PLAN FOR FISCAL YEARS 2027-2029; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Section 163.387, Florida Statutes, requires community redevelopment agencies to adopt their annual budget in accordance with the requirements of Section 189.016, Florida Statutes; and

WHEREAS, Section 189.016, Florida Statutes, provides that the governing body of a special district must adopt a budget by resolution each fiscal year; and

WHEREAS, the CRA has reviewed the Fiscal Year 2026 budget (the “Budget”), attached as Exhibit “A,” and finds it consistent with the Deerfield Beach CRA Plan goals and objectives; and

WHEREAS, a public hearing was held on the Budget and the legal requirements that are a prerequisite to adoption of the Budget have been satisfied; and

WHEREAS, staff has recommended a Capital Improvements Plan for Fiscal Years 2027-2029, attached as Exhibit “B,” (the “CIP Plan”) in order to provide for a long term plan of proposed capital expenditures, the means and methods of financing the projects, and an action plan for the implementation of the projects; and

WHEREAS, CRA staff recommends the CRA approve the Budget, attached as Exhibit “A,” and the CIP Plan, attached as Exhibit “B.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

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

Section 2. The CRA hereby approves the Budget, attached as Exhibit “A.”

Section 3. The CRA hereby approves the CIP Plan, attached as Exhibit “B.”

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

**Deerfield Beach Community Redevelopment Agency
Fiscal Year 2026 Budget**

Revenues			
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT
311300	Tax Increment-City	City - Based on July 2025 BCPA taxable values	\$ 3,030,069
311301	Tax Increment-Broward Health	Broward Health - Based on July 2025 BCPA taxable values	670,381
311302	Tax Increment-Broward County	County - Based on July 2025 BCPA taxable values	2,846,855
334392	Florida Inland Navigation Dist	State grant for Sullivan Park Facility capital project (carryforward)	3,071,190
Grand Total			\$ 9,618,495

Expenditures			
OPERATING			
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT
501001	REGULAR SALARY	Payment for the following portion of staff salaries (CRA Director, CRA Project Manager and CRA Administrative Coordinator 100%, City Clerk 25%)	\$ 461,698
501003	LONGEVITY	Payment to staff with more than 10 years service (City Clerk 25%)	451
501006	AUTOMOBILE ALLOWANCE	CRA staff contractual automobile allowance (\$8,800) + City Clerk executive benefit 25% allocation (\$750)	9,550
501010	PTO LEAVE CONVERSION	City Clerk executive benefit 25% allocation	672
501013	LEGAL INSURANCE	City Clerk executive benefit 25% allocation	81
501020	DEFERRED COMP MATCH	City Clerk executive benefit 25% allocation	1,411
501021	RETIREMENT HEALTH SAVINGS ACCT	City Clerk executive benefit 25% allocation	375
501022	LIFE SCAN	City Clerk executive benefit 25% allocation	125
502012	SICK LEAVE CONVERSION PAY	Once a year in December, every full-time employee who has used less than six days of sick leave during the preceding year may choose to be paid for the unused portion of those days. The payment is calculated using the employee's base hourly rate	4,549
502025	CLOTHING ALLOWANCE	Staff clothing allowance	300
502101	FICA	The 7.65% FICA rate is composed of two rates; a 6.2% social security tax that's applied to the first \$106,800 that an employee earns and a 1.45% Medicare tax that's applied to all earnings	35,479
502204	PENSION PLAN GENERAL	Estimated by city pension contribution for those city employees who are participants in the ICMA defined contribution plan; the city contribution, as a percentage of salary, is 8%	36,990
502300	INSURANCE SERVICES ALLOCATION	Payment to the general fund for insurances required for staff and the agency	37,447
502302	MEDICAL INSURANCE ALLOCATION	Payment to the general fund for medical insurance for staff	56,515
503403	CELLULAR PHONE SERVICES	Staff cell phone service	3,000
503504	OFFICE SUPPLIES	Office supplies as necessary for operations	1,000
503513	MINOR TOOLS AND EQUIPMENT	Minor administrative office repairs	5,000
503524	MATERIALS AND MAINTENANCE	Office utilities and maintenance of Sullivan Park	15,500
503602	RENT OF BUILDING/OFFICE	Rent of CRA Office Space (\$50,000), Storage (\$10,000) and associated costs	60,000
503609	COPIER LEASE	Cost of Toshiba lease and maintenance	6,500
503901	TRAVEL AND TRAINING	Mileage reimbursement for CRA Administrative Coordinator (\$2,000), attendance at seminars, conferences and meetings	5,065
503902	PRINTING	Printing of brochures, hand-outs and annual report	500
503927	GENERAL ADMIN CHARGE	Payment to the general fund for the services that are provided to support the CRA Fund	131,645
503935	DUES AND MEMBERSHIPS	Annual professional association memberships and Special District Reporting	1,200
506043	OTHER MACH AND EQUIPMENT	Computer replacement	2,000
507001	DEBT SERVICE / BOND PRINCIPAL PAYMENT	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	1,010,000
507002	DEBT SERVICE / BOND INTEREST PAYMENT	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	82,758
507010	DEBT SERVICE / PAYING AGENT FEES	FMLC-SERIES 2012B-1(Non-Ad Valorem Revenues) CRA PORTION	4,193
OPERATING TOTAL			\$ 1,974,004

OTHER CONTRACTUAL (NON-CAPITAL)			
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT
503006	INTERNAL AUDITING SERVICES	Independent audit of CRA financials as required by statute; based on 4 year contract	\$ 15,828
503009	LEGAL SERVICES	Contractual services provided by the CRA Attorney for legal services	48,000
503101	CUSTODIAL SERVICES	CRA portion of janitorial services contract	4,763
503216	LANDSCAPING SERVICES	Small landscaping projects within the CRA	5,000
503299	ADA COMPLIANCE SERVICES	Funding for document remediation and ADA compliance	2,000
503299	ANNUAL REPORT DESIGN SERVICES	Annual report design as required by statute	7,500
503299	OTHER PROFESSIONAL SERVICES	Other professional services as determined by the CRA Board	86,000
OTHER CONTRACTUAL TOTAL			\$ 169,091

PROGRAMS			
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT
503230	COMMUNITY POLICING	Cost of BSO Deputy Detail to provide additional security in the CRA	\$ 110,000
504900	RIDESHARE	Rideshare Service	453,860
503539	EDUCATION FACILITY PROGRAM	Year One contribution to programming at Marine Science Center at Sullivan Park	250,000
503959	COMMERCIAL FAÇADE	Grant/Loan Program Funding for Micro Façade Loan and Commercial Façade Grant	100,000
503574	BUSINESS ATTRACTION ACTIVATIONS	Funding for 4th of July Celebration (\$105,000), December Holiday Celebration (Event \$30,000 and Lighting \$40,000), Marine Science Center Grand Opening (\$40,000) and Boat Parade (\$7,000) and other activations at the direction of the Board	250,000
503595	ART IN PUBLIC PLACES	Public art projects, programs, events and annual sponsor of Art Stroll (\$3,500)	\$ 50,000
PROGRAMS TOTAL			\$ 1,213,860

CAPITAL PROJECTS			
ACCOUNT	ACCOUNT DESCRIPTION	PROJECT/DESCRIPTION	AMOUNT
		Sullivan Park Facility - Phase II of Sullivan Park Expansion	
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	\$ 5,856,540
		Construction Administration	75,000
		Programming Consulting Contracts	225,000
		Art Package Fabrication and Installation	25,000
		Cove Shopping Center Parking Garage	
506304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Feasibility Study	80,000
CAPITAL PROJECTS TOTAL			\$ 6,261,540

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

EXHIBIT B

City of Deerfield Beach CRA Three-Year Capital Improvements Plan (CIP) FY 2027-2029

PARKING IMPROVEMENTS

	Total Cost	FY 2027	FY2028	FY2029*	3 Year Total
Cove Shopping Center Parking Garage		\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 9,000,000
PARKING TOTAL	\$ 9,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 9,000,000

OVERALL TOTALS	\$ 9,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 9,000,000
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* TIR payment from Broward County to be verified



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-412

Agenda Date: 8/26/2025

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2025/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a separation agreement with CRA Director Kris Mory; providing for execution and an effective date.

Recommended Action

CRA Board to vote on Resolution

Background/History

Kris Mory has served as the Director of the Deerfield Beach Community Redevelopment Agency since November 2013 pursuant to an employment agreement with the CRA. On March 8, 2016, the CRA Board approved an amended and restated employment agreement between the CRA and Ms. Mory (the "Employment Agreement") that reflected Ms. Mory allocating some of her time working on citywide economic development projects outside the CRA District. The Employment Agreement specified a 75% CRA/25% City of Deerfield Beach ("City") split for Ms. Mory's time, and allowed for annual adjustments to the percentage of time spent on each duty depending on the nature of the work, and proportionate payment was made to Ms. Mory's salary and benefits based on her proportionate time spent on CRA responsibilities and City responsibilities. On or about August 23, 2023, Ms. Mory and the CRA entered into an amendment to the Employment Agreement to adjust the split to a 50% CRA/50% City split, and provide for Ms. Mory to receive the same retirement, health care, sick leave and vacation time benefits as all other full-time managerial employees of the City.

Current Activity

The City is in the process of hiring a full-time Economic Development Director and Ms. Mory has decided not to apply for the City position. Therefore, Ms. Mory will no longer be employed by the City as of October 1, 2025. Ms. Mory and the CRA have mutually agreed that it is in their respective best interests for Ms. Mory to pursue other career opportunities and resign from her role as the CRA Director, effective October 31, 2025.

Recommendation

Consideration.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY (CRA), APPROVING A SEPARATION
AGREEMENT WITH CRA DIRECTOR KRIS MORY; PROVIDING FOR
EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, Kris Mory has served as the Director of the Deerfield Beach Community Redevelopment Agency since November 2013 pursuant to an employment agreement with the CRA; and

WHEREAS, on March 8, 2016, the CRA Board approved an amended and restated employment agreement between the CRA and Ms. Mory (the “Employment Agreement”) that reflected Ms. Mory allocating some of her time working on citywide economic development projects outside of the CRA District; and

WHEREAS, the Employment Agreement specified a 75% CRA-25% City of Deerfield Beach (“City”) split for Ms. Mory’s time, and allowed for annual adjustments to the percentage of time spent on each duty depending on the nature of the work, and proportionate payment was made for Ms. Mory’s salary and benefits based on her proportionate time spent on CRA responsibilities and City responsibilities; and

WHEREAS, on or about August 23, 2023, Ms. Mory and the CRA entered into an amendment to the Employment Agreement to adjust the split to a 50% CRA-50% City split, and provide for Ms. Mory to receive the same retirement, health care, sick leave and vacation time benefits as all other full-time managerial employees of the City; and

WHEREAS, the City is in the process of hiring a full-time Economic Development Director, Ms. Mory decided not to pursue the City position and will no longer be employed with the City as of September 30, 2025; and

WHEREAS, Ms. Mory and the CRA have mutually agreed that it is in their respective best interests for Ms. Mory to pursue other career opportunities and cease her employment from the CRA, effective October 31, 2025; and

WHEREAS, Ms. Mory, the CRA, and the City desire to enter into a separation agreement, attached as Exhibit “A”, (the “Separation Agreement”) to address the terms and conditions of Ms. Mory’s separation from employment by the CRA and the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

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

Section 2. The CRA hereby approves the Separation Agreement with Ms. Mory and the City, attached as Exhibit “A”.

Section 3. The Chair is hereby authorized to execute the Separation Agreement with Ms. Mory, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the Chair and approved as to form and legal sufficiency by the CRA Attorney.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the "Agreement") is entered into by and between the Deerfield Beach Community Redevelopment Agency (the "CRA"), the City of Deerfield Beach, Florida, a municipal corporation (the "City") and Kris Mory ("Employee") (collectively the "Parties").

WHEREAS, Employee has served as the Director of the CRA since November 2013 pursuant to an employment agreement with the CRA; and

WHEREAS, Employee was also employed by the City as Economic Development Director; and

WHEREAS, the City is hiring a full-time Economic Development Director, Employee has decided not to apply for the City position and will no longer be employed with the City as of September 30, 2025; and

WHEREAS, the Employee and the CRA have mutually agreed that it is in their respective best interests for Employee to pursue other career opportunities and cease her employment from the CRA, effective October 31, 2025; and

WHEREAS, the Employee is willing to resign from her employment from the CRA, effective October 31, 2025, subject to the terms and conditions set forth herein; and

WHEREAS, the Parties wish to memorialize the terms of their Agreement relating to the separation of employment.

NOW THEREFORE, in consideration of the mutual covenants and considerations contained herein, the Parties agree as follows:

Section 1. Employment Resignation.

Employee agrees that she will no longer be employed by the City as of September 30, 2025, and shall voluntarily resign from employment with the CRA, effective October 31, 2025 (the "Resignation Date"). Employee shall be deemed to have voluntarily resigned as of the Resignation Date and her employment file will reflect the same. Employee shall submit a letter of resignation to the CRA reflecting that such resignation was voluntary.

Section 2. Severance Payment.

A. In consideration for the Employee's agreement to enter into this Agreement and provide the release set forth in this Agreement, and in addition to fulfilling the other promises set forth in this Agreement, the CRA or the City shall provide the Employee with twelve (12) weeks of severance pay (totaling \$44,474.16), less applicable deductions and withholdings (the "Severance Payment") and will maintain Employee on the City's health insurance plan on the same terms through October 31, 2025. The Severance Payment will be payable within fourteen (14) days after the effective date of resignation from the CRA. Employee acknowledges and agrees that, but for the promises

in this Agreement, she would not be entitled to the foregoing payments. The CRA and City also agree that they will not contest a claim for unemployment compensation if Employee makes one. Employee agrees that the consideration being provided by the CRA and City in this Agreement constitutes adequate and ample consideration for the rights and claims Employee is waiving under this Agreement and for the obligations imposed upon Employee by virtue of this Agreement. Employee further agrees and understands that the consideration being provided by this Agreement is consideration to which Employee is not otherwise entitled and which Employee would not receive but for this Agreement.

B. Any and all earned but unpaid benefits (for example sick, vacation, leave, compensatory time, and the like) through September 30, 2025 shall be calculated and paid according to CRA and City policies. Employee shall neither earn nor receive any other unpaid benefits after September 30, 2025. Employee acknowledges and agrees that she shall continue to accrue and receive paid time off benefits through September 30, 2025, but that no further paid time off benefits shall be accrued and provided for any employment after September 30, 2025.

C. Employee acknowledges and agrees that she shall not be entitled to a cost of living adjustment on October 1, 2025, or at any time thereafter. For the period from October 1, 2025 through October 31, 2025, Employee shall be paid her bi-weekly salary payments by the CRA based on the salary amount Employee was being paid for the pay period immediately prior to October 1, 2025.

Section 3. Neutral Reference.

All future employment references shall be directed to the City Manager and shall be handled in accordance with City policy with the City providing verification of position and dates of employment (i.e., the City Manager's Office will only confirm job title and dates of employment and will otherwise provide any public records responsive to any reference request about the Employee).

Section 4. Return of Property.

Employee will forthwith return to the CRA and City all of the CRA's and City's property including, but not limited to, computers, computer equipment, office equipment, cell phone, keys, credit cards, tapes, software, computer files, and any other record, document or piece of equipment belonging to the CRA or City or related to the work that Employee has done for the CRA or City. Employee will not retain any copies that are the CRA's or City's properties, including any copies existing in electronic form, which are in Employee's possession or control. Employee acknowledges that Employee has not and will not destroy, delete, or alter any CRA or City property without the CRA's or City's written consent, as applicable.

Section 5. Non-Disparagement.

Employee will not make disparaging or defamatory remarks, comments, or publications of any nature concerning the CRA or the City, or their respective elected officials, or staff

in connection with Employee's employment with the CRA or City. Should Employee breach this provision, the CRA and City shall be entitled to recover the full amount of the severance pay paid to the Employee. Neither the City nor CRA will make disparaging or defamatory remarks, comments, or publications of any nature concerning the Employee in connection with Employee's employment with the CRA or City. Should City or CRA breach this provision, Employee shall be entitled to recover damages and attorneys' fees and cost from the City and/or CRA.

Section 6. Confidentiality.

A. Employee acknowledges and agrees that as a direct result of employment by the CRA and City, Employee had access to, learned about, and became familiar with confidential and proprietary information relating to and/or belonging to the CRA and City, and their respective elected officials, and/or staff that is not of public record ("Confidential Information"). Employee shall not utilize or disclose any Confidential Information to any person in any manner whatsoever, unless required by law. If Employee has any questions concerning the confidentiality of any information, she shall first make inquiry of the CRA and City before disclosure through the City Attorney. The City Manager's judgment shall control as to confidentiality determinations.

B. If Employee is contacted by any governmental agency concerning the CRA or City, or their respective elected officials and/or staff or is served with a subpoena to provide information, she shall immediately notify the CRA and City of the same and shall provide the CRA and City an opportunity to object or take other action with regard to the same. Nothing contained herein shall prevent Employee from responding as required by law to a subpoena or from cooperating with any governmental agency that may initiate contact with Employee in conducting any investigation or inquiry within the scope of the agency responsibility.

Section 7. General Release of Claims.

A. Except as otherwise expressly provided in this Agreement, Employee willingly and voluntarily waives and releases any and all known and unknown rights and claims Employee has or may have against the CRA or the City and their respective elected officials, agents, officers and other employees, including, but not limited to, any claim(s) under:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the U.S. Code;
- The Employee Retirement Income Security Act of 1974;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990 and all amendments thereto;
- The Fair Labor Standards Act;

- The Older Workers Benefit Protection Act;
- Age Discrimination in Employment Act (“ADEA”);
- The Equal Pay Act of 1963;
- The Occupational Safety and Health Act;
- The Family and Medical Leave Act of 1993;
- The Pregnancy Protection Act laws;
- Any Workers Compensation laws;
- Any Unemployment Compensation laws;
- All amendments to such Acts;
- Any other federal, state or local laws (including Florida); and
- All other human rights or fair employment laws or regulations whether federal, state or local; and
- Any public policy, contract, or common law claims, including any tort claims (including negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.) whether based on common law or otherwise.

B. This waiver also bars any claim or demand for costs, fees, or other expenses, including attorneys’ fees incurred in connection with any of the above referenced claims. The listing of claims waived in this Section is intended to be illustrative rather than exhaustive. Thus, Employee acknowledges and agrees that this Agreement constitutes a full and final bar to any and all claims of any type that Employee now has against the CRA, the City, or their respective officials, agents, officers, directors and employees.

C. To the extent that this waiver and release may require court approval, such as claims arising under Acts providing for workers compensation or FLSA benefits, Employee affirmatively represents and covenants that there are no facts which would support a claim under such Acts and will attest to the same in any court or administrative proceedings. Employee also represents that the reasons given for the City’s employment decision are non-pretextual and she has no basis to assert a claim under the ADEA (as amended) as for age discrimination under Florida Statute §760.11. Further, Employee agrees not to file any such claims and agrees to repay any severance payments made herein if she breaches this covenant.

D. Employee represents that she has no charges or claims pending against the CRA or City with any federal, state, or local agency or department. Employee also represents that she does not currently have pending before any court any dispute of

any kind against the CRA or City. Employee further represents and agrees that she will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against the CRA or City, and represents that she has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by her herein. If it is determined that Employee has any lawsuit, charge or claim of any kind pending against the CRA or City, Employee agrees to dismiss all such charges, claims, and/or lawsuits with prejudice, immediately upon execution of this Agreement.

Section 8. Non-Admission.

Employee agrees that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by the CRA or the City of any kind.

Section 9. Time for Consideration.

a. Time to Consider Signing Agreement. Employee acknowledges that she has been given a reasonable period of time of not less than twenty-one (21) days within which to decide whether to sign this Agreement. She understands and agrees that she can use all or any part of this period to decide whether to sign this Agreement and that, if she does not use the full period, she voluntarily waives it. She agrees that any changes to this Agreement from that originally presented to her will not restart the twenty-one (21) day consideration period.

b. Seven (7) Day Period to Revoke. For a period of seven (7) calendar days following the signing of this Agreement by Employee, Employee may revoke Employee's waiver of the ADEA portion of this Agreement by notifying Jacqui Lindsay, Director of Human Resources and Risk Management, in writing of Employee's decision to revoke Employee's waiver of the ADEA portion of this Agreement. This Agreement shall not become effective or enforceable until that revocation period has expired. This Agreement shall become effective and enforceable eight (8) days after it is signed by Employee unless timely revoked by Employee (the "Effective Date"). Employee understands and agrees that Employee is not waiving any rights or claims under the ADEA that may arise after the date this Agreement is executed. Employee acknowledges and agrees that Employee's revocation, if timely submitted, would only be effective as to the waiver of Employee's ADEA claims, and that Employee's general release and waiver of all other claims as set forth in this Agreement shall otherwise remain in full force and effect following such revocation.

Section 10. Governing Law and Interpretation.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, with exclusive venue in Broward County, Florida. Its language shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

Section 11. Severability.

Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this in full force and effect.

Section 12. Entire Agreement; Amendment.

This Agreement sets forth the entire agreement between Employee and the CRA and City and shall supersede any and all prior agreements or understandings between the Parties. It may not be amended except by a written agreement signed by the Parties. Employee has not relied upon any statements or representations not contained herein.

Section 13. Headings.

Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

Section 14. Encouragement to Consult Attorney.

The CRA and City hereby encourage Employee to consult an attorney before signing this Agreement. Employee acknowledges that Employee has consulted an attorney or had a full and complete opportunity to do so before signing this Agreement.

THE PARTIES HAVE READ, UNDERSTOOD, AND FULLY CONSIDERED THIS SEVERANCE AGREEMENT AND GENERAL RELEASE AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE EMPLOYEE AND THE CITY. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, EMPLOYEE FREELY AND KNOWINGLY AND, AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST THE CITY.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement and General Release as of the date set forth below.

WITNESS

Dated: _____

WITNESS

Dated: _____

WITNESS

Dated: _____

Employee

Kris Mory

Dated: _____

Deerfield Beach Community
Redevelopment Agency

By: _____
Todd Drosky, Mayor

Dated: _____

City of Deerfield Beach

By: _____
Rodney Brimlow, City Manager

Dated: _____