



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

Monday

September 8, 2025

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Budget Workshop Meeting Minutes

Attachment: July 9, 2025

Regular City Commission Meeting Minutes

Attachment: August 5, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniformed Employees' Retirement Plan Meeting Minutes

Attachment: May 12, 2025

Community Redevelopment Agency Meeting Minutes

Attachment: July 8, 2025, August 12, 2025

Marine Advisory Board Meeting Minutes

Attachment: July 17, 2025

Hillsboro Inlet District Meeting Minutes

Attachment: July 21, 2025

Code Compliance Meeting Minutes

Attachment: July 22, 2025

Community Appearance Board Meeting Minutes

Attachment: July 23, 2025, August 13, 2025

APPROVAL OF THE AGENDA

September 8, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/81507775183?pwd=yI56135vKd6ryPel4p2S2zjRgOfzU2.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 815 0777 5183#

Participant ID: #

Passcode: 090847#

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 Allyson Vault, AVP of Philanthropy, in recognition of Feeding South Florida.**

Sponsor: Commissioner Hudak

2. **Certificate of Recognition presented to Ronnie Williams, Engineering Technician, for his efforts with the SE 8th Avenue Drainage Improvement Project.**

Sponsor: Department of Environmental Services

PRESENTATIONS

3. **Discussion and update regarding public safety services.**

Sponsor: Office of the City Manager

Attachment: Public Safety Services

BUDGET & MILLAGE PUBLIC HEARINGS

4. **ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set second public hearing for September 15, 2025

Voting Requirement: Adoption requires a 4/5 vote of the City Commission

Sponsor: Office of the City Manager & Department of Financial Services

Attachment: FY26 Millage Rate

- 5. ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD OF FUNDING TO FULFILL OUTSTANDING PURCHASE ORDERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set second public hearing for September 15, 2025

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

Sponsor: Office of the City Manager & Department of Financial Services

Attachment: FY26 Budget

- 6. ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set second public hearing for September 15, 2025

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

Sponsor: Community Redevelopment Agency & Department of Financial Services

Attachment: FY26 CRA Budget

PUBLIC HEARINGS – SECOND READING

- 7. P.H. 2025-122: ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM ("FRS"); DECLARING THE INTENT TO EXTEND TO THE POLICE OFFICERS OF THE CITY THE BENEFITS OF THE FLORIDA RETIREMENT SYSTEM AS OF OCTOBER 1, 2025; SPECIFYING THE EMPLOYEES ELIGIBLE FOR PARTICIPATION IN FRS; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DIVISION OF RETIREMENT FOR PARTICIPATION IN FRS; PROVIDING FOR**

IMPLEMENTATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Human Resources

Attachment: FRS - Police Officers

8. **P.H. 2025-123: ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM ("FRS"); DECLARING THE INTENT TO EXTEND TO THE FIREFIGHTERS OF THE CITY THE BENEFITS OF THE FLORIDA RETIREMENT SYSTEM AS OF OCTOBER 1, 2025; SPECIFYING THE EMPLOYEES ELIGIBLE FOR PARTICIPATION IN FRS; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DIVISION OF RETIREMENT FOR PARTICIPATION IN FRS; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Human Resources

Attachment: FRS - Firefighters

PUBLIC COMMENT

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the schedule for the Regular City Commission Meetings for fiscal year 2025/2026; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: FY26 Meeting Schedule

- 10. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Interlocal Agreement with Broward County for Broward County staff services in connection with hearings before the County Unsafe Structures Board; authorizing the City Manager to execute the First Amendment; providing for severability and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Broward County Unsafe Structures Board

- 11. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving increased expenditures in the amount of \$350,000.00 relating to additional streetlight maintenance, repair and relocation services for citywide streetlights; providing for implementation and an effective date. (*Funds from multiple accounts*)**

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: Citywide Streetlights

- 12. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Evoqua Water Technologies, LLC, to furnish two Fybroc Recirculation Pumps (Scrubber Pumps) for the West Water Treatment Plant in an amount not to exceed \$66,432.34; approving the issuance of a purchase order to Water Treatment & Controls Technology, Inc. to furnish chlorine and**

ammonia equipment services for the Water Plant in an amount not to exceed \$21,376.00; approving both purchases in accordance with Section 38-116(3)d.2 of the City's Procurement Code for non-declared emergency acquisitions; providing for implementation and an effective date. (*Funds from multiple accounts*)

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: Water Treatment Plant

- 13. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Achieve University, Inc. to host the "All in Florida Vipers by Achieve" fundraiser special event taking place at the Johnny L. Tigner Community Center on October 25, 2025, from 4:00 pm to 10:00 pm; 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: Achieve University, Inc.

- 14. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a facility use agreement with Brazil USA Toastmasters Club - 28678766 for public speaking and leadership classes at the Hillsboro Technology Center; approving a per meeting flat rate for facility use and waiving the hourly facility use rate to support the training within the City; providing for execution, severability, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Brazil USA Toastmasters Club

- 15. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a facility use agreement with Toastmasters International d/b/a Toastmasters Club Paradise - 1567808 for public speaking and leadership classes at the West Deerfield Community Center; approving a per meeting flat rate for facility use and**

waiving the hourly facility use rate to support the training within the City; providing for execution, severability, and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Toastmasters Club Paradise

- 16. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a revocable, non-exclusive license agreement with Filthy Organics, LLC, for the construction and operation of a compost site to be located within the western portion of the Bernard Adams Municipal Complex for a two-year term with three additional one-year renewal options; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Filthy Organics, LLC

- 17. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the filing of the Local Government Funding Request for fiscal year 2026/2027 with the Florida Department of Environmental Protection for the next joint beach renourishment project with the Town of Hillsboro Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of projects; identifying the City's funding source; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Local Government Funding Request

- 18. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #25-020 for fleet maintenance and repair services on an as needed basis to the seven responsive and**

responsible firms to the RFQ; authorizing execution of contracts with all seven firms for a two-year term with three additional one-year renewal options; 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 Sustainable Management

Attachment: Fleet Maintenance and Repair Services

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

19. City Manager's Annual Performance Evaluation.

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: CM's Evaluation

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Monday, September 15, 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.



**CITY OF DEERFIELD BEACH
BUDGET WORKSHOP MEETING MINUTES
Wednesday, July 9, 2025 at 7:00 PM**

The meeting was called to order on the above date by Mayor Todd Drosky at 7:17 p.m. at the Hillsboro Community Center, Deerfield Beach, Florida.

ROLL CALL

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 THE AGENDA

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

DEPARTMENTAL BUSINESS

Budget Process/Calendar - Rodney Brimlow, City Manager, highlighted a PowerPoint presentation. Thereafter, he provided a brief overview of the budget development and implementation processes, as well as the budget calendar. He explained that the City received the final assessments from the Broward County Property Appraiser's Office (BCPA) on July 1st; therefore, the final numbers will be presented at the September meetings.

Fiscal Overview - Mr. Brimlow stated that the City's proposed budget is \$326 million, which is a \$59 million reduction from the previous year, whereby, grant funding decreased from \$11.8 million to \$6.4 million; \$40 million was cut from capital projects; and operations, personnel, etc. was cut by \$15 million.

Oleg Gorokhovskiy, Chief Financial Officer, said currently the insurance services fund is \$5.5 million, but a slight increase is anticipated; nonetheless, the medical insurance services will remain at the same amount.

DEPARTMENTAL BUSINESS - CONTINUED

Further, the reduction in grant funding is also due to the American Rescue Plan Act (ARPA) Funds sunset. Thereafter, he outlined the fund structure.

Personnel Summary (All Funds) - Mr. Gorokhovsky said there is an increase in one full time position, whereby, three part-time positions are being eliminated. Further, various positions were reorganized to the Municipal Services Department and there will be no personnel increases to BSO.

Annual Budget Summary (All Funds) - Mr. Gorokhovsky outlined the percentage change in each fund from FY25 amended to FY26 proposed. He explained that city staff conducted three rounds of lean budgeting, which resulted in a \$59 million reduction to the FY26 proposed budget. Thereafter, he outlined the General Fund revenue sources, whereby, the largest revenue source is property taxes (42%).

Mayor Drosky said the City will have to get creative when it comes to the revenue streams, as it is unknown what will happen with the ad valorem taxes during the next legislative session.

In response to Vice Mayor Preston's questions, Mr. Brimlow replied that the \$59 million decrease is due to a reduction in grant funding, capital projects, and operations. Thereafter, he briefly outlined the job description for the Performance Management Specialist. Lastly, he said three part-time positions were eliminated, so the Performance Management Specialist could be added.

Vice Mayor Preston spoke in support of the position, but asked that they not act as a fiscal hawk.

Mr. Brimlow stated that the position is not being created to reduce spending, but to ensure spending is being allocated appropriately to the programming that is already established.

In response to Commissioner Shanetzky's questions, Mr. Brimlow replied that grant funding has been cut from the state and federal level. Thereafter, he briefly outlined the services that will be increasing, i.e. code compliance, personnel and insurance, Florida Power & Light (FP&L), etc.

General Fund Expenditures - Mr. Gorokhovsky said 45% of the General Fund expenditures are spent on the BSO contracts, and 23% are spent on personnel services. Thereafter, he continued outlining the expenditures. He said all expenditure increases, and revenue changes have been incorporated into the proposed budget.

Millage Rate History - Mr. Gorokhovsky said the proposed operating millage rate remains unchanged at 6.0018 mills. Further, he said there are two additional millages from the General Obligation Bonds, which will decrease by .0116 mills in FY26.

Ad Valorem Property Tax Collection - Mr. Gorokhovsky said the total citywide estimated tax collection is \$70.98 million and the tax incremental revenue is \$3.02 million, for a projected net General Fund of \$67.96 million. Thereafter, the average taxable values for condos and single-family homes in Deerfield Beach was displayed.

Mr. Brimlow said the City's taxable value is less than the County's, which is challenging.

Total Property Taxes (FY25 Millage Breakdown) - Mr. Gorokhovsky said Broward County Schools receives the largest portion at 31.8%.

Commissioner Hudak said the total millage rate is 20.3258, which is broken up between six governmental entities. The City's millage rate is 6.1851, which is 30.4% of the total; if the City were to reduce the millage rate, and another entity increased it, taxes would go up.

Mr. Brimlow agreed, whereby, if someone pays \$2,000 in taxes, the City would only receive \$600.

General Fund - FY26 Major Revenues - Mr. Gorokhovsky said the largest increase is ad valorem taxes at \$4.5 million, which includes \$1.3 million of delinquent taxes.

DEPARTMENTAL BUSINESS - CONTINUED

Mr. Brimlow said the major revenues are anticipated to increase by \$6.2 million; however, the increases for code compliance, law enforcement, and fire rescue services exceed the increase, so monies will have to be pulled elsewhere.

Fire Assessment Fee - Mr. Gorokhovsky said the Commission set the preliminary fire assessment fee at \$365. Thereafter, he provided a brief overview of the fee throughout the years. Further, the FY26 proposed budget was based on \$315, which would cover 49% of the total cost for fire services; however, if the Commission decides to approve the rate at \$325, it would cover 46%, and \$350 - 49%.

In response to Commissioner Hudak's question, Mr. Brimlow replied that the fire assessment fee can only be used on a portion of the contract. Although the study was conducted in 2022, staff is still operating with the recommended fee of \$372, even though costs have increased; nonetheless, staff will add a line outlining the accessible costs.

Mr. Gorokhovsky reiterated that the study was conducted in FY22; therefore, staff will look into having it redone, so the numbers can be reassessed. Further, he said the scenario that was approved at last night's commission meeting, \$365, will be provided at a later date.

Charges for Services - Mr. Gorokhovsky said revenues are projected to increase by 2%. The single largest source of revenue is ambulance services at \$3 million, followed by parking meter fees at \$2.7 million. Mr. Brimlow said the City does not charge residents the balance from rescue transports.

In response to Mayor Drosky's question, Mr. Brimlow replied that staff will look into the estimated number not being charged to the residents and provide it at a later date.

In response to Commissioner Shanetzky's question, Mr. Brimlow replied that if a resident does not have insurance, then they do not pay for the rescue transport.

Sales Tax - Mr. Gorokhovsky said the two main sales taxes are Communications Services Tax (CST) and Local Government Half-Cent Sales Tax, which represent 70% of the revenue stream. Further, state statutes provide the City with authorization to impose local communication service taxes; nonetheless, the revenue will remain flat into 2026.

Utility Service Tax - Mr. Gorokhovsky said the utility services tax is locally imposed, and is levied on six utility services: natural gas, liquefied petroleum, manufactured gas, electric water, and fuel oil/kerosene, which is projected to increase by 5.8%.

Franchise Fees - Mr. Gorokhovsky said revenues are projected to increase by 2%. Further, he said franchise fees are charges to service providers, which operate within the City and the charge is based upon a percentage of gross receipts, flat fee, or a combination of both.

Utilities Fund - FY26 Major Revenues - Mr. Gorokhovsky said there are no major increases, whereby, water sales are increasing by \$79,000 and sewer services by \$77,000.

Solid Waste Fund - FY26 Major Revenues - Mr. Gorokhovsky said the overall projected revenue is anticipated to increase by 3%.

Commissioner Shanetzky commented on light poles that are inoperable.

In response to Commissioner Shanetzky's question, Mr. Brimlow replied that the City only pays for electricity that is being utilized on city poles.

Stormwater Fund - FY26 Major Revenues - Mr. Gorokhovsky said there are no significant changes; however, staff will have a better understanding once the funds are received.

Grant Funding - Mr. Gorokhovsky said funding is expected to decrease due to the sunset of ARPA funds, as well as the decrease in state and federal funding. Moving forward, city staff will budget for the grants once confirmation of award is received.

DEPARTMENTAL BUSINESS - CONTINUED

In response to Mayor Drosky's question, Mr. Brimlow replied that everything outlined in the proposed budget has been funded, whereby, if grant funding is approved throughout the year, the information will be brought back to the Commission at a later date for their discussion and consideration.

Mr. Gorokhovsky said the same goes for the CIP projects, whereby, if the Commission decides to approve a different project, it will be brought before them for discussion and consideration.

Personnel Costs - Mr. Gorokhovsky said the insurance services fund increased by 51% due to the reallocation of a position. Other increases in personnel services are due to additional personnel costs, cost of living adjustment (COLA), merit increases, and compensation adjustments. Further, city staff is unsure of the total cost for fire rescue, law enforcement, and code compliance services; nevertheless, the FY26 proposed budget includes the full amounts that are being anticipated by city staff.

In response to Commissioner Hudak's question, Mr. Brimlow replied that city staff conducted a study on the cost for bringing code compliance services inhouse, which was \$2 million. Currently, code compliance services are going through the procurement process, so staff is unsure of the number; nonetheless, the \$2 million is what is being budgeted at this time. Further, he said the numbers for law enforcement and fire rescue services were provided by the vendor.

In response to Commissioner Shanetzky's question, Mr. Brimlow replied that the cost for code compliance services has not increased in 10 years. Further, the contract expires on September 30th, and costs will increase, which is why the Commission asked that a study be conducted to see how much it would cost to bring services inhouse, which was \$2 million.

Lean Budgeting for 2026 - Mr. Brimlow explained that lean budgeting began in November 2024, which is an exercise that investigates duplicated efforts and inefficiencies. He explained that three rounds were conducted and \$14 million was cut.

Fund Balance Policy & Initiatives - Mr. Gorokhovsky said the new fund balance policy will increase the current requirement for the Unassigned Fund Balance from 10% to 30% over the next four years. The Unassigned Fund Balance as of September 30, 2024 was 22.62% or \$30.7 million, which is an increase of \$2 million from the prior year. Additionally, the policy will include the creation of reserve requirements for utilities, solid waste, and coastal waterway funds. Lastly, the contingency funds are a part of the reserve fund balance, which will increase to \$7.5 million in lieu of \$5 million.

Major General Fund - Mr. Brimlow stated that the 30% recommendation will provide the City with 3.5 months of reserves. Further, FY21 and FY22 exceeded the 30%, partly due to COVID and ARPA funding.

Commissioner Hudak spoke in support of the policy change, as 30% is essential to keeping the City running.

Mayor Drosky agreed, whereby, the City must be prepared for the unexpected. Thereafter, he commented on the debris cleanup after Hurricane Irma.

Mr. Brimlow stated that having these savings is not only important for emergency situations, but speaks to the City's financial resiliency, whereby, being able to provide for our residents and businesses is extremely appealing to developers.

In response to Commissioner Shanetzky's question, Mr. Brimlow replied that six months is high, and would cause the City to double everything that is currently existing. Further, he said the four-year plan to 30% is reasonable; nonetheless, the City can amend the policy in the future, if desired.

Commissioner Plaut spoke in support of the policy change, as 30% is a necessity.

Mr. Gorokhovsky said city reserves are extremely important to the bond rating.

Vice Mayor Preston agreed with the savings plan, as well as the percentage; however, regardless of the amount, the reserves would not be able to handle a catastrophic event.

DEPARTMENTAL BUSINESS - CONTINUED

In response to Vice Mayor Preston's comment, Mr. Brimlow stated that the Government Finance Officers Association (GFOA) recently came out with a policy requiring that two months be the minimum, whereby, the City's current policy does not meet that requirement.

In response to Commissioner Shanetzky's question, Mr. Brimlow replied that the federal and state government is not giving any additional funding for potential catastrophes.

Financial Market Update - Ted Cole, Davenport, stated that the City's credit ratings consist of Fitch AA+ and S&P AA. Thereafter, he outlined the government rating agencies methodologies, whereby, 60% of the rating is finance and debt, which can be controlled by cities, but 40% is long term and cannot be controlled, so balance is needed. He explained that the City has strong investment grade ratings and is eligible to borrow at lower interest rates. Further, he recommended that the City consider reestablishing a Moody's rating, if there is a desire to issue debt in the future to fund capital projects. Mr. Cole stated that the current debt is \$70 million, which has been issued overtime and will be paid off in 2044, whereby, the interest or debt service will not change unless it is proactively paid down or refinanced in the future. The three key debt ratios consist of 10-year payout, debt to assessed value, and debt service vs. expenditures, whereas, the City is extremely comparable to other governmental entities in Florida, and there is capacity. The City has utilized debt responsibly, not overleveraged, which resulted in the City having debt capacity.

In response to Commissioner Shanetzky's question, Mr. Cole reiterated that there are things the City can control, i.e. reserve level, the amount of outstanding debt, policies and procedures, etc., but the City cannot directly manage or control the tax base and sales tax growth or wealth and wage levels; nonetheless, the City can obtain the AAA, but it becomes more difficult.

Continuing, Mr. Cole said the utility-supported debt, which is \$29 million, is a separate fund, primarily water and sewer, and has a similar setup. The annual debt service is \$2.5 to 3 million each year, but will increase in the next few years, level out, then in 2035 it will significantly decrease due to a large bond reaching its final maturity in 2034. Furthermore, there will be significant needs in the near future, not only in the General Fund, but utility, as the City will need to manage how much debt might be needed to fund the utility capital. Thereafter, he briefly outlined the Water and Sewer Revenue Note, Series 2024. Mr. Cole said the City has not over leveraged, so there is capacity. Additionally, the City has taken advantage of low interest loan programs over the years and a five-year rate plan was established. Lastly, Mr. Cole stated that the City has an excellent Capital Improvement Plan (CIP) process, which staff is looking to refine and evolve.

Thereafter, Mr. Cole entertained questions posed by the Commission.

Items to Monitor - Mr. Brimlow said city staff, as well as the Commission are doing their very best to ensure the City is kept at a secure financial position, and being financially transparent. Thereafter, he provided a brief overview of items the City must continue to monitor: FEMA changes, state level issues regarding property and sales taxes, insurance costs, police & fire rescue costs/contracts, code compliance and building services contracts, public safety facilities/infrastructure, as well as others.

There was a brief recess from 9:17 p.m. to 9:25 p.m.

Five-Year CIP Summary - Eric Power, Director of Planning and Development Services/Interim Director of Environmental Services, said the State of Florida requires that municipalities and counties create a five-year program that outlines all infrastructure improvements and budgets. Thereafter, he outlined the FY26 projects.

Mr. Brimlow reiterated that \$40 million worth of capital projects was eliminated from the CIP due to the lack of operational capacity, funding, or project completion can be done at a later date. Further, if future funding is provided, the allocation of the funding will be decided by the Commission at that time.

Thereafter, discussion ensued regarding the locations of the FY26 projects.

Commissioner Shanetzky asked that sidewalks be installed or improved on NW 18th Avenue and Green Road, as they are currently in disrepair and unsafe.

DEPARTMENTAL BUSINESS - CONTINUED

Mr. Brimlow replied that staff will look into incorporating those projects.

Mr. Power explained that 18th Avenue is a local road, but Green Road is not; nonetheless, this would not be considered a CIP project, whereby, funding has been allocated for sidewalk improvements.

Commissioner Shanetzky asked that something also be done to SW 17th Circle, which is off Military Trail, as the area is unsafe. Additionally, he asked that Fire Station 66 be updated, as the facility is dilapidated. Mr. Brimlow explained that unfortunately Fire Station 66 cannot be budgeted; however, the facility is a part of the Public Safety Master Plan. Thereafter, he briefly outlined the Master Plan.

Mayor Drosky said this commission understands the need to either upgrade or replace all the fire stations, which is why the Master Plan was created. Thereafter, he encouraged everyone to get involved to ensure the facilities are up to par.

Parks & Recreation - FY26 Initiatives - Mr. Brimlow said playground renovations will be conducted at various city parks. Unfortunately, the basketball air pavilion at Oveta McKeithen has been eliminated due to the lack of funding; nevertheless, if the \$1.5 million becomes available, it will be added back. Lastly, he said new fitness stations will be installed at various locations.

In response to Mayor Drosky's question, Mr. Brimlow replied that there is enough funding in the FY25 budget for the Centennial Park.

Special Events - Mr. Brimlow said the total cost for special events is around \$1 million. Thereafter, he displayed the major city events, as well as their budgeted amounts and cost per participant. Further, there are three new events in FY26, Surfers for Autism, Pier Gala, and the Firefighter Challenge; however, if they are not approved, the funding can be allocated elsewhere.

In response to Commissioner Shanetzky's questions, Mr. Brimlow replied that there currently is no funding for fireworks in west Deerfield Beach, whereby, funding would have to be reallocated from another event to fund the fireworks. Further, he said the special events are not district specific, but citywide; nonetheless, events are more determined by venue availability. Lastly, he said if the Commission desires to pursue a Senior Olympics event, it would need to be added and budgeted appropriately.

Commissioner Shanetzky suggested adding money to the budget for veterans in case they need assistance, i.e. air condition, freezer, etc. replacement.

Mr. Brimlow said it would not fall under special events, but if it is something the Commission desires to add, then direction would need to be provided. Furthermore, he reminded Commissioner Shanetzky that the City already has programs in place.

Commissioner Hudak said although he thinks it's a great idea, he agreed that programs have already been established by the City, i.e. grant funding program.

Mayor Drosky said the City has a budget, which much be adhered too; nonetheless, if there is a program or something specifically directed to veteran's that Commissioner Shanetzky wishes to fund, then he must remember to bring forth a recommendation to eliminate elsewhere. Further, he suggested that each elected official think about the events they want and bring them forward to Mr. Brimlow individually, and thereafter, they can possibly be discussed in a public forum, if needed.

Vice Mayor Preston said Deerfield Beach has become known for certain events throughout the years. Thereafter, he recommended bringing the pre-prom event back, which would be a nominal fee. Additionally, he requested that monies be set aside for cultural arts, i.e. guitar, singing, etc. to allow children the opportunity to do something else besides sports. Lastly, he asked that the budget for Juneteenth be increased, as it has the ability to become a signature event.

In response to Commissioner Shanetzky's questions, Mr. Brimlow replied that funding was not allocated for the Florida Atlantic University and Broward College student performers, but it can be added. Further, staff will look into the All-America City Award.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Hudak agreed with Mayor Drosky, whereby, the special events need to be reviewed thoroughly by each commissioner, discussed individually with Mr. Brimlow, and possibly discussed at a future commission meeting, if warranted. Thereafter, he commented on the increase in participation for Juneteenth, as well as the family events, which he spoke in support of and recommended possibly combining Juneteenth with Community Days. Further, he agreed with the addition of events, but agreed that others will need to be eliminated, which must be thought out and not decided in one night.

Mr. Brimlow said these are tough choices, as many events are associated with Deerfield Beach's identity; nevertheless, he agreed with working, individually, with each elected official to prioritize the events.

Commissioner Plaut suggested holding some events bi-annually, i.e. Community Day. Further, he agreed with each elected official meeting, individually, with Mr. Brimlow to discuss their priority events.

In response to Commissioner Shanetzky's question, Mr. Brimlow replied that funding, \$50,000, for the electronic permitted process was allocated in the FY25 budget.

After a brief discussion, it was the consensus of the Commission to meet individually with Mr. Brimlow to discuss their special event priorities.

Parks & Recreation - Other Costs - Mr. Brimlow displayed the overtime costs for each event. Further, when the City hosts a one-mile parade, the public safety cost is \$11,400.

Commissioner Hudak spoke in support of the high-level breakdown, as it's a much better process and more informative for all.

In response to Commissioner Shanetzky's question, Mr. Brimlow replied that the sidewalk recommendations that were brought up under the CIP will be reviewed by staff and updates will be regularly provided.

Commissioner Shanetzky spoke in support of the workshop format. Thereafter, he thanked Mr. Brimlow for the commentary.

Commissioner Plaut spoke in support of the lean management exercise, as well as the presentation format. Thereafter, he commented on the previous budget workshops, whereby, this evening was a simpler approach.

Vice Mayor Preston spoke in support of the presentation format, as it was much more productive and provided a better financial overview of what is happening in the City.

Mayor Drosky spoke in support of the presentation format as it was extremely informative and easy to follow. Further, he encouraged residents not to wait until September and to reach out and make their comments throughout the year. Thereafter, he commended Mr. Brimlow for a job well done.

PUBLIC INPUT

The following individuals expressed personal opinions/concerns, and asked questions:

- ***Roger Freitag, 418 SE 2nd Street, Deerfield Beach.***
- ***Gregory Murray, 4891 NW 13th Avenue, Deerfield Beach.***
- ***Joseph Cummings, 267 Oakridge P, Deerfield Beach.***
- ***Michael Estrada, 1431 SW 6th Way, Deerfield Beach.***
- ***Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach.***
- ***Katy Freitag, 418 SE 2nd Street, Deerfield Beach.***
- ***Dan Herz, 330 SE 19th Avenue, Deerfield Beach.***
- ***Darryl Adams, 1430 SW 5th, Terrace, Deerfield Beach.***
- ***Annette Mitchell, 760 SE 2nd Avenue, Deerfield Beach.***

ADJOURNMENT

MOTION was made by Vice Mayor Preston, seconded by Commissioner Plaut, to adjourn the meeting at 11:02 p.m. Voice Vote:

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

Nays: 0

TODD DROSKY, MAYOR

Heather Montemayor, CMC, City Clerk



Meeting Minutes City Commission

Tuesday, August 5, 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 7:05 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 - July 8, 2025

MOTION was made by Commissioner Plaut, seconded by Commissioner Hudak 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

Planning & Zoning Board Meeting Minutes - June 5, 2025
Hillsboro Inlet District Meeting Minutes - June 9, 2025
African American Heritage Board Meeting Minutes - June 12, 2025
Community Redevelopment Agency Meeting Minutes - June 17, 2025
Community Appearance Board Meeting Minutes - July 2, 2025

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, 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

August 5, 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. Certificate of Recognition presented to Joseph Albarino, Recycling Drop Off Attendant, for 33 years of dedicated service to the City of Deerfield Beach.

Mayor Drosky presented the certificate to Mr. Albarino. Thereafter, he thanked him for everything he has done throughout his tenure.

Mr. Albarino thanked the Commission and residents. Thereafter, he commented on his tenure and stated that it has truly been a pleasure serving this community.

PRESENTATIONS

2. Presentation by Marty Kiar, Broward County Property Appraiser, regarding property taxes and values.

Marty Kiar, Broward County Property Appraiser, provided a presentation on property taxes, homestead exemptions, and title protection for homeowners. He advised that everyone will receive their Truth in Millage (TRIM) Notice, which shows the homeowner what they should be paying, exemptions, and when governments are discussing the budget and tax rates. He encouraged people to reach out to him by September 17th if there is a problem with their tax bill or if they are not receiving an applicable exemption. Thereafter, he briefly outlined the exemptions. Further, he said property values within the City have increased because people are coming from all over the world and paying top dollar for these properties. Mr. Kiar said the taxable value increased by 7.89% from 2024 to 2025 and should the Commission decide to keep the millage rate the same at 6.0018, it would yield another \$5.3 million to the City. He said most of this revenue comes from new property owners since current property owners are homesteaded. Thereafter, he commented on the long-term senior exemption, which was recently adopted by the City.

Continuing, Mr. Kiar said the median sale of a single-family home in Deerfield Beach is approximately \$775,555 with a taxable value of \$271,000; condo sales are \$244,000, with an average taxable value of \$139,000. Lastly, Mr. Kiar said South Florida is the title fraud capital of the world and many criminals file fake deeds on peoples' property and try to extort people for money or sell their homes. To combat this crime, they developed Owner Alert which allows people to register with proper documentation and if anything is filed changing ownership of the property, the owner will be notified immediately. Thereafter, he provided various examples of individuals who have committed title fraud.

In response to Mayor Drosky's question, Mr. Kiar replied that in addition to law enforcement, he is also working with the judges on the title fraud cases.

Mayor Drosky thanked him for his efforts with the title fraud cases.

In response to Commissioner Hudak's question, Mr. Kiar provided a brief overview of what will occur should someone receive an alert.

Commissioner Hudak temporarily left the meeting at 7:40 p.m. and returned at 7:42 p.m.

PRESENTATIONS - CONTINUED

3. Discussion and potential action regarding public safety services.

Rodney Brimlow, City Manager, highlighted a brief PowerPoint presentation. Thereafter, he outlined the events that have transpired thus far, whereby, on July 9, 2025, he requested an additional meeting with the Broward Sheriff's Office (BSO) to discuss the contract caps, which occurred on July 16, 2025. As previously mentioned, Marty Kiar, Broward County Property Appraiser, stated that the City's tax revenues will increase about \$5 million, whereby, the increase for these two contracts alone is about \$7.25 million, exceeding the City's total tax revenue increase. Furthermore, he outlined the recommendations made by law enforcement and fire rescue on July 16th. Law Enforcement recommended freezing eight vacant positions for six months; removing about \$202,000 in capital for the year; and reducing some of the operating expenses by \$15,000 for the year. The revised letter received from BSO for law enforcement was for a six-month period, so for the first six months of fiscal year 2026, the reduced contract costs would go from \$3 million/month to \$2.9 million/month, roughly a \$75,000 savings, which does not bring the City below the 5%, nor do anything to the cap because its freezing positions; nonetheless, it represents a \$448,000 savings. Mr. Brimlow stated that the current contract expires on March 31, 2026, so a new contract would need to be renegotiated and new costs would become effective April 1, 2026, making it challenging to budget for fiscal year 2026; notwithstanding, the half-year contract would be \$17.4 million, the second six-month period is unknown, but will likely be \$17.9 million based on BSO's original letter sent on May 1, 2025, for a likely total of \$35.3 million in lieu of \$35.7 million.

Continuing, Mr. Brimlow stated that fire rescue could not make any recommendations to adjust costs, so the total remains at \$39.5 million; however, they recommended increasing the transportation fees, which are currently \$1,000 for the transport, plus \$15/mile. Additionally, they recommended increasing the fire assessment fees and fire inspection fees, eliminating the transportation fee waiver for residents, and stated that they will reinvestigate Deerfield Beach being compensated for responses to unincorporated Broward County. Further, Mr. Brimlow stated that currently, law enforcement and fire rescue services will terminate on September 30, 2025, whereby, the City will enter into a transition period that can occur for 24 months. During that time, the City will be billed actual costs per the contract, which will be determined based on conversations with BSO; therefore, he will be hiring a transitional manager prior to October 1, 2025 to oversee the processes and maintain the integrity of the details throughout the transitional period.

In response to Vice Mayor Preston's questions, Mr. Brimlow provided a brief overview of what the Transitional Manager will be overseeing. Thereafter, he reiterated the recommendations made by law enforcement and fire rescue.

Commissioner Hudak stated that the City is moving towards a transitional period based on the termination letter that was received from BSO, which stated that services would be terminated on September 30, 2025.

In response to Commissioner Hudak's comments, Mr. Brimlow stated that the City can elect to move forward with the transition period, which the City would. Further, he agreed that the services provided by both law enforcement and fire rescue are professional and excellent. Mr. Brimlow stated that the termination notice was made June 30th by virtue of the letter, effective September 30th.

Commissioner Hudak spoke in opposition to fire rescue's recommendation to eliminate the transportation fee waiver for residents.

Mayor Drosky said the steps being taken by the City have nothing to do with the services currently being provided. Additionally, this was not initiated by the City of Deerfield Beach, but rather brought to us, and we are responding accordingly; nonetheless, he does not believe all is lost, as there are still opportunities, but the Commission must protect the residents. Furthermore, he stated that whatever happens, public safety will never be compromised and urged the residents to not be concerned.

Mr. Brimlow agreed, whereby, services will remain as is and will not diminish during the transitional period.

Commissioner Plaut agreed that services will never be compromised.

PRESENTATIONS - CONTINUED

In response to Commissioner Plaut's question, Mr. Brimlow replied that the rate of increase of the two contracts far exceeds the City's property tax revenues this year, and by fiscal year 2029, the City will have no choice but to increase the millage rate, fire assessment fee, or make cuts in essential services elsewhere.

QUASI-JUDICIAL PUBLIC HEARINGS

4. P.H. 2025-103: APPLICATION: 23-I2-09

Applicant: RMT-SDE LLC REPRESENTED BY THOMPSON & ASSOCIATES, INC

Proposal: Seeking Major Site Plan approval to construct a new one-story 212,240 square foot industrial building with associated site improvements on an 11.283-acre site.

Location: The property is described as LEDDS ADDITION 176-33 B 9- 48-42 POR PAR A DESC AS: BEG SW COR PAR A, N 484.49, E 60.02, N 150.06, W 60.02, N 501.73, E 1015.14, SLY 260.02 TO POINT REVERSE CURVE, SLY 818.18, S 207.02, W 50, SLY 38.92, WLY 69.01, NW 100.72, WLY 150 ALG CURVE, NWLY 31.63, NW 80, SWLY 41.19, NW 807.74 TO POB, LESS POR OF PAR A DESC IN INSTR# 117639886 & 117639887 and located at 1701 SW 45th Way.

5. P.H. 2025-104: APPLICATION: 23-I2-10

Applicant: RMT-SDE LLC REPRESENTED BY THOMPSON & ASSOCIATES, INC

Proposal: Seeking Major Site Plan approval to construct a new one-story 220,200 square foot industrial building with associated site improvements on an 11.5-acre site.

Location: The property is described as LEDDS ADDITION 176-33 B 9- 48-42 POR PAR A DESC AS: COMM SW COR OF PAR A, N 297.72 TO POB, N186.77, E 60.02, N 150.06, W 60.02, N 58.81, E 1207.99 TO P/C, SLY ALG ARC DIST 406.07, W 1307.44 TO POB, TOG WITH W 60 OF S 150 OF NW1/4 OF SW1/4 OF SW1/4 SEC 9-48-42 and located at 1801 SW 45th Way.

Items 4 & 5 were discussed simultaneously, but voted on separately. Thereafter, both Resolutions were read by title only.

Julian Lucco, 412 SE 18th Street, Fort Lauderdale, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he highlighted a brief PowerPoint presentation. Further, he said the applications consist of two vacant parcels that are 22.77 acres and zoned I-2 limited heavy industrial. Thereafter, photographs of the area were displayed, as well as the proposed site plans. The buildings will feature a contemporary design with architectural details, i.e. wall offsets, parapet projections, and canopies. The mechanical equipment will be fully screened and the loading bays will not be visible from the roadways. Thereafter, photographs of the elevations, materials, and landscaping were displayed. Further, he said a vehicle tracking analysis was conducted to ensure there was a safe ingress/egress for semi-trailers, fire trucks, and garbage trucks. Lastly, he briefly outlined the drainage design.

Mayor Drosky opened the public hearing.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in support of the project. Thereafter, he stated that the Commission must do more to incentivize development.

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 Item 4, adopted Resolution 2025/124. Roll Call:

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

Nays: 0

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Item 5, adopted Resolution 2025/127. Roll Call:

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

Nays: 0

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED**6. P.H. 2025-105: APPLICATION: 23-B3-116****Applicant: ARON GROUP LLC REPRESENTED BY KURT ARON**

Proposal: Seeking Major Site Plan approval to construct a warehouse facility of approximately 2,240 square feet with associated site improvements on a 0.20-acre site in the B-3, General Business zoning district.

Location: The property is generally described as J R HORNE'S SUB 5-30 PB PORTION LOT 10 BLK 4 DESC AS BEG NW COR LOT 10, SE 58.01 ALG N/L, SWLY ARC DIST 55.88, NWLY 13.20, N 71.26 TO POB AKA and J R HORNE'S SUB 5-30 PB LOT 8,9 LESS W 5 BLK 4 LESS BEG SE COR SAID LOT 9, NW 77.17 TO P/C, NELY 100.37, SE 54.42 TO P/C, SWLY 101.18 TO POB FOR PAR 109 (CACE-03-016513-03) and located at 282-284 NE 1st Avenue.

7. Resolution 2025/129 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a five-foot-wide and ten-foot-wide right-of-way dedication to the City from Aron Group, LLC, along NE 1st Avenue, as depicted on Exhibit "A", in connection with the Aron Warehouse Development Project located at 282-284 NE 1st Avenue; providing for conflicts, implementation, and an effective date.

Items 6 & 7 were discussed simultaneously, but voted on separately. Thereafter, both Resolutions were read by title only.

Kurt Aron, 20882 Sonrisa Way, Boca Raton, waived the quasi-judicial proceeding, stated that he is requesting to construct a small storage warehouse with two bays and a single bathroom, and site improvements, which will include parking, paving, and site and landscape design. Thereafter, the project location was displayed. Furthermore, three variances are being requested to allow for a rear setback of two feet, five inches, in lieu of ten feet; perimeter buffer of five feet, in lieu of ten feet; and a rear buffer of two feet, five inches in lieu of the five-foot requirement. Thereafter, the site plan, survey, and elevations were displayed, which follow the Pioneer Grove design standards.

In response to Commissioner Hudak's questions, Mr. Aron replied that the variances are being requested due to the dimensions of the site. Further, if the variances are not approved, he would reduce the size of the building and amend the usage.

In response to Mayor Drosky's question, Chris Suneson, Assistant Director of Planning & Development Services, replied that the variances are warranted due to the shape of the property, as it has been modified many times due to the construction of the Dixie Highway flyover, Florida East Coast Railway, etc. Thereafter, he provided a brief overview of the variances.

In response to Vice Mayor Preston's question, Mr. Aron replied that one of the variance requests does allow for adequate parking. Further, he said if the variances are not approved, the property would be difficult to develop.

Commissioner Plaut spoke in support of the project, and agreed that the variances are warranted.

In response to Commissioner Shanetzky's question, Mr. Aron replied that he will be occupying the building.

Vice Mayor Preston agreed that the variances are warranted, but also agreed that variances are not just given out by this commission; therefore, the information must be conveyed properly, so informed decisions can be made.

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Plaut, to approve Item 6, adopted Resolution 2025/128. Roll Call:

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

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 7, adopted Resolution 2025/129. Roll Call:

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

PUBLIC HEARINGS - FIRST READING

- 8. ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY .869 GROSS ACRES LOCATED AT 110, 120, 130 & 140 SW 2ND TERRACE FROM RESIDENCE, SINGLE-FAMILY (RS-7) TO RESIDENCE, MULTI-FAMILY (RM-10) (APPLICATION 25-R-205); PROVIDING FOR A MAXIMUM OF EIGHT TOWNHOUSE DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Juan Chapa, 301 E. Atlantic Boulevard, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he highlighted a brief PowerPoint presentation. The applicant is requesting to rezone the property from RS-7 to RM-10. Currently, the existing plat note is restricted to eight townhouse units on Lots 1 through 4 and four single-family detached units on Lots 5 through 8; however, the applicant will also be requesting a plat note amendment to restrict 16 townhouse units on Lot 1 through 8. Thereafter, the site location was displayed. He explained that the surrounding existing uses are single-family homes, multi-family, and commercial uses; therefore, the proposed redevelopment of multi-family townhomes is compatible. Additionally, the City's land use map allows up to ten dwelling units per acre, whereby, this proposal allows eight. Lastly, Mr. Chapa said the application aligns with the goals, objectives, and policies outlined in the City's Comprehensive Plan, whereas, it does not result in spot zoning, provides housing opportunities, accommodates infill development within an established neighborhood, and provides transition from commercial strip to single-family/multifamily development.

Heather Montemayor, City Clerk, advised that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, the applicant's representative made the following campaign contributions: Commissioner Hudak - \$500 on November 14, 2022; Commissioner Shanetzky - \$500 on November 4, 2024; Commissioner Plaut - \$500 on January 16, 2025; and Mayor Drosky - \$500 on November 19, 2024 and \$500 on January 16, 2025.

Mayor Drosky opened the public hearing.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, encouraged the Commission to reach out to the surrounding homeowners to ensure they are comfortable with the project.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, expressed concerns with the development of multi-family units, as the neighborhood needs single-family homes.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in support of the project, as new projects are needed. Further, he said redevelopment must be incentivized, and suggested that planning staff be more involved when these items are presented.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if this project will adhere to the Pioneer Grove architectural design guidelines. Further, she agreed with single-family home development in District 2; therefore, she spoke in opposition to the project.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition to the project, as there is never adequate parking for these multifamily developments.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, spoke in opposition to the project, as single-family home developments are needed. Further, she expressed concerns with the lack of parking.

PUBLIC HEARINGS - FIRST READING - CONTINUED

Mayor Drosky closed the public hearing.

Mr. Chapa said a community outreach meeting was held. Thereafter, he provided a brief history of the property. Further, the architectural features and parking will be outlined in the site plan application.

Commissioner Plaut stated that the applicant owns property in the surrounding area, so he does not believe many will be affected by the project. Further, multifamily units are needed as they are more affordable.

In response to Commissioner Hudak's question, Mr. Chapa replied that the current single-family home will be demolished in order to add the townhomes.

Vice Mayor Preston said although single-family is more desirable, multifamily is more accommodating to families. Thereafter, he outlined other multifamily projects within District 2 that are thriving; therefore, he supports this project.

Anthony Soroka, City Attorney, clarified that the property is currently zoned RS-7, which allows for single-family, not multifamily, so rezoning is required. Further, he said this rezoning will permit a maximum of eight townhome units, not four. Lastly, he said this is first reading, whereby, the plat note amendment will be heard at the second reading.

Commissioner Shanetzky spoke in opposition to the project.

Mayor Drosky provided a brief overview of the process, whereby, more information will come during site plan approval; therefore, he supports the rezoning.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 8 on first reading. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Plaut, Vice Mayor Preston, and Mayor Drosky
Nays: 1 - Commissioner Shanetzky

PUBLIC HEARINGS - SECOND READING

- 9. P.H. 2025-106: ORDINANCE 2025/004 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO AND WITHIN VARIOUS CITY FUNDS, AND CARRY FORWARD OF PRIOR FISCAL YEAR APPROPRIATIONS AND BUDGET REDUCTIONS TO VARIOUS CITY FUNDS, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Mayor Drosky opened the public hearing.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, encouraged the Commission to find other ways of saving money to ensure budgets are not taken elsewhere, especially if they affect children.

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 Item 9, adopted Ordinance 2025/004. Roll Call:

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

PUBLIC COMMENT

Marcus Lima, 2208 Congressional Way, Deerfield Beach, commented on the services provided by Church International Peace. Thereafter, he asked for the Commission's assistance in finding a place where they can meet.

Joseph Cummings, 267 Oakridge P, Deerfield Beach, commented on a meeting that was held in Century Village regarding traffic issues on Military Trail and 10th Street and asked that the installation of traffic signalization be investigated. Thereafter, he commented on fire trucks having issues accessing certain areas of the City.

Casey Palacious, 220 SW 10th Street, Deerfield Beach, said the South Florida Bible College & Theological Seminary has been serving the community for over 40 years. Thereafter, he provided a brief overview of their history. Lastly, he invited everyone to attend their special chapel service on September 15th at 10:30 a.m. and their gala on Friday, September 26th.

Paulo Figueredo, 4394 Fox Ridge Drive, Weston, said Deerfield Beach has a large Brazilian community, so he is going to try encouraging them to get more involved in the meetings and other events.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, thanked staff, as well as the Commission for the adult swing at Mayo Howard Park.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, commented on the campaign contributions being announced. Thereafter, he commented on the School Speed Zone cameras.

Wayne Adams, 1431 SW 5th Terrace, Deerfield Beach, asked that more amenities, i.e. pool tables, ping pong tables, etc. be added to the Johnny L. Tigner Center for the children, whereby, he heard space for these types of activities is now being utilized by administration.

Rodney Brimlow, City Manager, briefly outlined the areas within the Johnny L. Tigner Center. Further, he advised that staff will issue messaging regarding the programs offered.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, commented on increases to police and fire services.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, commented on the Johnny L. Tigner Center, whereby, the community was expecting more based on staff's comments, i.e. banquet hall was supposed to be larger and located upstairs, etc.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the Deerfield Beach Democratic Club, as well as public safety. Thereafter, he asked why the City Manager has not had discussions with the City of Pompano Beach, as they are in the same situation as Deerfield Beach, and only extended their BSO contract for one year.

Carrie Hellenbrecht, 884 NW 47th Street, Deerfield Beach, said she is a big supporter of bringing police services inhouse. Further, current law enforcement services are short staffed, so freezing positions will cause deputies to work overtime, which would not be a cost savings. Additionally, she recommended that the alarm permits be reestablished, so fines can be issued.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, agreed with Mr. Scott's comments regarding the Johnny L. Tigner Center. Further, she asked that the budget information be provided to the community in a timely manner. She commented on rezoning projects and a letter she received from a city board member. Lastly, she said the Women's Club is hosting an event on August 23rd, and all funds received will be given back to the community in various projects.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the summer camp yearbook could be available to the public free of charge, so they have an understanding of what the program entails. Thereafter, she asked for clarification on the salary and duties of the Transitional Manager. Lastly, she agreed with the comments made regarding the Johnny L. Tigner Center and stated that the location for Parks & Recreation is still listed as the Bernard Adams Municipal Complex.

PUBLIC COMMENT - CONTINUED

There was a brief recess at 9:39 p.m., and the meeting reconvened at 9:50 p.m.

Mayor Drosky reopened the public comment.

Dan Rakofsky, 5397 Orange Drive, Davie, said he is the President of IUPA Local 6020. Thereafter, he commented on the services provided by law enforcement.

CONSENT - BOARD APPOINTMENTS

- 10. Resolution 2025/130 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Angela Falzone as an alternate member to the Planning and Zoning Board; and providing for an effective date.**

The Resolution was read by title only.

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 Shanetzky, seconded by Commissioner Hudak, to approve Item 10, adopted Resolution 2025/130. Voice Vote:

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 11. Resolution 2025/131 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Quote No. #25-004 for the Sullivan Park Splash Pad UV Filtration System Upgrade to Commercial Energy Specialists, LLC, in an amount not to exceed \$70,670.00; authorizing execution of a contract with Commercial Energy Specialists, LLC, the lowest priced responsive and responsible bidder, for a three-year term with two additional one-year renewal options; and providing an effective date. (Funds from multiple accounts)**
- 12. Resolution 2025/132 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Jacobs Engineering Group, Inc. to provide professional engineering operations and administrative consulting support services at the West Water Treatment Plant in an amount not to exceed \$138,404.00; providing for execution and an effective date. (Funds from Account #401-300-360-3602-000-53600-503099 - Utilities Fund/Other Professional Services)**
- 13. Resolution 2025/133 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the Watts Group, LLC, utilizing the Sourcewell, Inc. Invitation to Bids #FL-092524 and Job Order Contract No. FL-R6-GC-092524-WATT for interior renovations to the Department of Public Affairs and Marketing Office in an amount not to exceed \$72,054.86; providing for execution, implementation, and an effective date. (Funds from Account #358-100-360-1901-000-51900-506112 - Construction)**

Mayor Drosky opened the public hearing on Items 11 - 13; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Items 11 - 13 in concert. Roll Call:

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

DEPARTMENTAL BUSINESS

14. ORDINANCE 2025/ - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY ("OBLIGATIONS"), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,750,000, TO PROVIDE FUNDS TO PAY THE COST OF PURCHASING CERTAIN EQUIPMENT, INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT TO THE CITY FOR PREVIOUSLY PURCHASED EQUIPMENT TO THE EXTENT PERMISSIBLE UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM MONEYS DEPOSITED IN THE DEBT SERVICE FUND ESTABLISHED FOR THE OBLIGATIONS DERIVED FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ted Cole, Davenport, highlighted a brief PowerPoint presentation. He explained that a request for proposal was prepared and sent to a wide array of banks for a direct bank loan, whereby, five proposals were received. Further, he said if the loan moves forward and closes, it will largely be a reimbursement back to the City for monies already expended. Thereafter, he displayed a summary of the proposals, whereby, TD Equipment Finance and Webster were the most competitive. Mr. Cole explained that for both the four and five-year options, TD provided an Option A and B, whereby, Option A allows for the prepayment of the loan, but it comes at a penalty that would be the greater of the yield maintenance payment or 1%. Option B also provides for prepayment, but it is strictly with a 1% penalty. Webster provided a four and five-year fixed rate option, whereby, the four-year prepayment option includes no payment in year one, 2% in year two, and no penalty on/after year two. Their five-year prepayment option includes no payment in year one, 2% in year two, 1% in year three, and no penalty on/after year three.

Continuing, Mr. Cole stated that revised proposals were provided on August 4th, and the rates decreased; whereby, TD still has the more attractive rate. In order to lock in the new rates, the Commission would have to accept the proposal by tomorrow, whereby, if TD bank was selected, the amount could not be changed by more than 5%, and closing would have to occur by August 28th. Further, he said neither TD, nor Webster have additional bank fees, and both will use outside counsel to draft the documents; whereby, TD will cover the costs for their legal counsel, but Webster will pass the \$5,000 cost to the City. Thereafter, he outlined other considerations outlined in the proposals. Mr. Cole outlined the debt service for the 5-year option, whereby, the payback rate for TD's Option B, would be about a \$23,000 savings over the life of the loan compared to Webster. Thereafter, he briefly highlighted the 4-year option.

Commissioner Plaut commented on the interest rates; thereafter, he spoke in support of TD's five-year, Option B.

Lastly, Mr. Cole said it is recommended that the City move forward with TD's five-year, Option B. Further, should the Commission decide to move forward, the rates would be locked in tomorrow morning, and staff would execute the applicable term sheet.

Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commended Mr. Cole for his efforts. Further, he asked if the banks were aware that per city policy, the City is only required to keep a 10% reserve requirement. Additionally, he asked if the City continues to hold a Fitch AA+ and S&P AA ratings. Lastly, he asked for clarification on the fire platform line item.

Mayor Drosky closed the public hearing.

DEPARTMENTAL BUSINESS - CONTINUED

In response to Commissioner Hudak's question, Mr. Cole replied that there is not a complete, unanimous expectation that rates will continue to decrease; nonetheless, the market tries to anticipate as much as possible. Further, if the Federal Reserve System (FED) were to move the rate lower in September, there wouldn't be an immediate 25 basis point reduction in all rates. Additionally, Mr. Cole explained that if the Commission were to wait, financing would be delayed.

In response to Commissioner Hudak's question, Oleg Gorokhovskiy, Chief Financial Officer, agreed that there is a decline in interest rates, whereby, the market reacts based on those actions, and anything can happen in the next 30 days. Further, he recommended the five-year option, as it will provide for a lower debt service cost and the lower interest rate.

In response to Mayor Drosky's question, Mr. Gorokhovskiy replied that he does not recommend, nor anticipate prepayments. Further, there is a five-year schedule, which will allow the utilization of cash for other purposes, whereby, the City does have upcoming expenditures.

Commissioner Plaut said you cannot predict what will happen, whereby, he has seen interest rates fall, and mortgage rates remain high; therefore, he recommended moving forward this evening.

Mr. Gorokhovskiy explained that the equipment being used for this financing has already been purchased and budgeted for in the current year; whereby, the money coming into the City will be additional cashflow, etc.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to direct staff and bond counsel to negotiate a loan agreement with TD Bank, pursuant to Option B for a five-year. Roll Call:

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

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 14 on first reading. Roll Call:

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

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER

ICMA - YSEALI Fellowship Program - Rodney Brimlow, City Manager, said the City will receive two municipal leaders in September, one from Cambodia, and the other from Thailand. Thereafter, he commended Chad Grecsek, Director of Sustainable Management, for his efforts.

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

First Day of School - Commissioner Hudak reminded everyone that school will begin on August 11th, whereby, the school speed zone cameras will be active.

BSO Contracts - Commissioner Hudak commended Rodney Brimlow, City Manager, for his efforts during the negotiation process. Thereafter, he commended the police and fire personnel for their continued efforts in protecting the community. Lastly, he said services will remain as is and will not be hindered.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**COMMISSIONER SHANETZKY****DISTRICT 3**

Century Village - Commissioner Shanetzky commented on a meeting that occurred with the Community CARES Foodbank. He said there will be food trucks and a carnival gala on Wednesday, August 6th and Wednesday, August 13th from 11:00 a.m. to 2:00 p.m. Further, he commended city staff, as well as law enforcement for their efforts with speeding on Hillsboro Boulevard.

Crystal Lake - Commissioner Shanetzky stated that on August 7th, the American Red Cross will host a hurricane preparedness seminar. Additionally, the Areawide Council on Aging will be in attendance to advise the community of their services. Thereafter, he commended city staff, as well as law enforcement for their efforts with speeding on Green Road. Additionally, he commended code compliance staff for their efforts with Meadows of Crystal Lake and city staff for their efforts with the lights on SW 10th Street, as well as other streets.

Broward College - Commissioner Shanetzky commended Mr. Brimlow for his efforts on bringing the jazz concerts back to the City.

American Legion Post 287 - Commissioner Shanetzky said their facility is lacking AC; therefore, he is working on solutions to better assist.

COMMISSIONER PLAUT**DISTRICT 4**

City Manager - Commissioner Plaut commended Mr. Brimlow for a job well done. Thereafter, he briefly commented on the July 9th budget workshop.

Events - Commissioner Plaut commented on various back to school events, which have all been successful.

Florida Inland Navigation District (FIND) Meeting - Commissioner Plaut briefly commented on the meeting, which took place on July 17th. Further, the hope is that FIND will host one of their meetings in Deerfield Beach next year.

VICE MAYOR PRESTON**DISTRICT 2**

Back to School Block Party - Vice Mayor Preston commended staff for a job well done; however, he requested that Harold Morrison's name be larger on the shirts next year.

City Parks - Vice Mayor Preston stated that he would like the American, state, and city flags displayed at every city park.

Mr. Brimlow stated that the costs for this project are outlined in the upcoming budget.

City Seniors - Vice Mayor Preston said it has been extremely hot outside and asked that staff ensure seniors have an adequate water supply.

Code Amnesty Program - Vice Mayor Preston encouraged everyone to take advantage of the program, which ends in September.

MAYOR DROSKY

Back to School Block Party - Mayor Drosky commended staff for a job well done, whereas, Deputy Morrison would be proud of the event's growth; nonetheless, he agreed with Vice Mayor Preston and asked that the family's wishes are respected in the future.

Bohemian Independence Day - Mayor Drosky said the Historical Society will be hosting an event on Saturday from noon to 4:00 p.m. and urged everyone to attend.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

First Day of School - Mayor Drosky reiterated that school begins on August 11th, whereby, the school speed zone cameras will be active. Thereafter, he stated that Deerfield Beach is following the regulations outlined in the State Statutes. Lastly, he said the cameras were implemented to protect the children, not to make money.

Human Trafficking Symposium - Mayor Drosky commented on the symposium that he and Commissioner Hudak attended. Thereafter, he urged everyone to be cautious of their surroundings.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to adjourn the meeting at 10:59 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

**CITY OF DEERFIELD BEACH NON-UNIFORMED EMPLOYEES' RETIREMENT PLAN
BOARD OF TRUSTEES QUARTERLY MEETING MINUTES
Bernard Adams Municipal Complex
401 SW 4th Street, Building A, Deerfield Beach, FL 33441**

Monday, May 12, 2025 – 1:00PM

TRUSTEES PRESENT: Lee Magnuson
Valerie Hackett
Najaim Musto
David Evoy

TRUSTEES ABSENT: None

OTHERS PRESENT: Scott Owens, Graystone Consulting
Madison Levine, Sugarman & Susskind (via phone)
Piotr Krekora, Gabriel, Roeder, Smith & Company
Livia Giuliani, Benefits USA
Greg Abend, Foster & Foster
Members of the Public

1. **Call to Order** – Lee Magnuson called the meeting to order at 1:00PM and a quorum was determined as reflected above.
2. **Public Comments** – None.
3. **Approval of Minutes**
 - a. February 10, 2025, quarterly meeting

The February 10, 2025, quarterly meeting minutes were approved as presented, upon motion by David Evoy and second by Lee Magnuson; motion carried 4-0.

4. **Old Business**
 - a. Gabriel, Roeder, Smith & Company, Piotr Krekora, Plan Actuary
 - i. Piotr Krekora recapped the 2024 valuation presented at the last meeting noting a decrease in the plan sponsor's contribution and that the retirees would be seeing a 4.00% cost-of-living-adjustment (COLA) as a result of positive experience.
 - ii. Mr. Krekora noted the funded ratio increased to 93.3% and that at market value the funded ratio exceeded 100%.
 - iii. Mr. Krekora noted that the Florida Retirement System (FRS) updated the mortality assumptions, and the plan would need to adopt the same assumption as per State Statute.
 - iv. Mr. Krekora commented the plan was better suited to pursue lower volatility investments due to the nature of its membership demographics and other assumptions.
 - v. Mr. Krekora noted the gains and losses of the plan dating back to 1986.

- vi. Mr. Krekora confirmed the COLAs would be provided to the plan administrator for implementation effective July 1, 2025.

5. New Business

- a. Update on trustee seats
 - i. Greg Abend noted he had spoken with Livia Giuliani about the benefits of having seats on the board filled.
- b. Update on Officers
 - i. Lee Magnuson noted Officers were recently reconsidered so there was no need to address this item.
- c. Designation of a Records Management Liaison Officer (RMLO)
 - i. Greg Abend asked that the board make a motion to designate a RMLO.

The Board voted to appoint Valerie Hackett as the RMLO, upon motion by David Evoy and second by Lee Magnuson; motion carried 3-0.

6. Reports

- a. Graystone Consulting, Scott Owens, Investment Consultant
 - i. Quarterly report as of March 31, 2025
 - 1. Mr. Owens gave an overview of the market environment during the quarter noting that technology drove the market and there was an inversion in performance of growth and value stocks.
 - 2. David Evoy noted the volatility he's noticed based off media reports.
 - 3. In response to Mr. Evoy's comments Mr. Owens stated that market movements aren't predictable at this time considering the political environment. Mr. Owens further discussed that most sectors for the quarter were positive but because of market weight tech and a couple others dragged down the entire market.
 - 4. Mr. Owens noted the total fund gross returns for the quarter were -1.56%, compared to the policy index of -0.71%. The 1, 3, 5, and 10-year trailing total fund gross returns were 2.35%, 4.79%, 9.94%, and 6.42%, respectively. Since inception (04/11/2011), the total fund gross returns were 7.30% compared to the policy index of 7.23%.
 - 5. The market value of assets as of March 31, 2025, was \$48,768,545.
 - 6. Mr. Owens reminded the trustees the portfolio was set up to be low-risk and reviewed the asset allocations versus the policy targets.
 - 7. Mr. Owens reviewed the performance of each manager. Wedge Large Cap Value was the main detractor during the quarter.
 - 8. Mr. Musto and Mr. Owens discussed how the elimination of property taxes would affect pension plans.
 - ii. International Value Manager Search
 - 1. Mr. Owens reviewed a search book for international value managers as possible replacements for Lazard. Mr. Owens discussed Aristotle, Franklin Templeton, and Todd as active manager options and various value index funds as passive options. Mr. Owens covered the rolling returns of each option over the last five years and discussed the risk metrics of each.
 - 2. The board further discussed the options presented by the consultant.

The Board voted to replace Lazard with Aristotle, upon motion by Najaim Musto and second by David Evoy; motion carried 4-0.

3. Mr. Evoy inquired about investing in gold. Mr. Owens commented precious metals could be volatile and the plan did not have any investments in gold, but their Blackstone Multi-Strategy alternative investment had similar returns to precious metals.
4. Mr. Owens noted he would rebalance the plan to get them closer to their targets.

b. Sugarman, Susskind, Braswell & Herrera, Madison Levine, Board Attorney

i. Financial disclosure forms

1. Mrs. Levine reviewed the requirement for the trustees to file their financial disclosure forms ("Form 1s") online by July 1st.

ii. Legislative update

1. Mrs. Levine advised there were no changes made in the recent legislative session that would impact the pension plan.

7. Consent Agenda

a. Paid invoices for ratification

i. Warrants 367, 368, 369, and 370

b. New invoices for payment approval

i. None.

c. Fund activity report for the period March 11, 2025, through May 5, 2025

The consent agenda was approved as presented, upon motion by Valerie Hackett and second by Najaim Musto; motion carried 4-0.

8. Staff Reports, Discussion, & Action

a. Foster & Foster, Greg Abend/Livia Giuliani, Plan Administrator

i. Update on plan administration transition

1. Greg Abend gave an update on the transition from Benefits USA to Foster & Foster.

ii. Educational opportunities

1. Mr. Abend presented upcoming educational opportunities that were available to the Board and spoke to the importance of continuing education.

9. Adjournment – The meeting adjourned at 2:46PM.

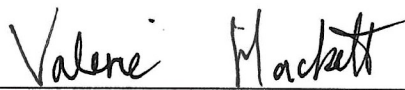
10. Next Meeting – August 11, 2025, at 1:00PM

Respectfully Submitted By:

Approved By:

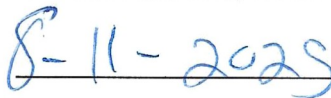


Greg Abend, Plan Administrator



Valerie Hackett, Secretary

Date Approved by the Pension Board:





Meeting Minutes Community Redevelopment Agency

Tuesday, July 8, 2025

6:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Todd Drosky at 6:00 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
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 - June 17, 2025

MOTION was made by Vice Chair Preston, seconded by Mr. Plaut, to approve the June 17, 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

July 8, 2025

MOTION was made by Mr. Plaut, seconded by Vice Chair Preston, 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 2025/006 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a management agreement with the City of Deerfield Beach and the New World Aquarium, Inc., an affiliated entity of the Museum of Discovery and Science, Inc., ("New World") for New World to serve as the manager and operator of the Marine Science Center at Sullivan Park for a 10-year term, with one additional ten year renewal term; authorizing execution of the Management Agreement; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (Funds from multiple accounts)**

The Resolution was read by title only.

Kris Mory, CRA Director, highlighted a brief PowerPoint presentation. She outlined the vision for the project, which includes public purpose; reinforcement of Deerfield Beach as a nautical destination; activation of Sullivan Park and the Cove Shopping Center; removal of slum and blight; support of marine science (STEM) education, support of eco-tourism; and collaboration with Deerfield Island Park. Thereafter, she introduced Meredith Feder, Deputy Director of the Museum of Discovery and Science (MODS).

Ms. Feder said this project has a tremendous amount of alignment with what the MODS' goals and priorities are, in terms of community impact. Thereafter, she provided a brief overview of the MODS' history, as well as their current museum activity. Further, she thanked and expressed her appreciation to Ms. Mory, Anthony Soroka, City Attorney, and Rodney Brimlow, City Manager. Lastly, Ms. Feder expressed the MODS' excitement of the project, and thanked the Board for the consideration.

Ms. Mory briefly outlined the memorandum of understanding and business plan. She stated that the operating cost for the facility will be funded by the CRA in years one, two and three, and in years four and five, it will be funded by the City; thereafter, the operation should be self-sufficient. Thereafter, she displayed photographs of the schematic design. Ms. Mory said the agreement is with New World Aquarium, a not-for-profit business subsidiary of the MODS, and is for 10 years, with a 10-year renewal option. New World is responsible for all aspects of daily center operations, quarterly and annual reporting, shared responsibility for fundraising \$2.1 million, which will be used to pay for the interior buildout of the facility. Additionally, New World is responsible for securing sponsor for exhibits and facility naming rights and enhanced Deerfield Beach tourism marketing. She explained that through the negotiation process it became clear that the financial viability is unknown, so there is an inclusion of mutual termination clause to protect both parties in the event that the Center is not financially viable.

Continuing, Ms. Mory said the CRA is responsible for the facility construction cost of \$8.1 million; overall project management; shared responsibility for fundraising and marketing; financial responsibility for up to \$250,000 to cover potential operational deficit in the first three fiscal years of operation; and will maintain building through warranty expiration period, whereby, the CRA anticipates transfer of facility ownership to the City in 2028/2029. The City is responsible for the maintenance of the grounds and facility exterior; timely approval of proposed facility name; shared responsibility for through marketing through Public Affairs and Marketing; and financial responsibility for up to \$250,000 to cover potential operational deficit in the fourth and fifth fiscal years.

Chair Drosky opened the public hearing.

Joseph Cummings, 267 Oakridge P, Deerfield Beach, spoke in support of the proposed facility, but asked where parking will be located.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said Ms. Mory had originally advised the Board that any operating deficit would be covered by the MODS, which was inaccurate, as the Board later found out that the deficit would be covered by the CRA in the first five years, and then the City thereafter, not the MODS. Furthermore, he commended Mr. Cox on his negotiation skills, as he is responsible for protecting the MODS; nonetheless, he wishes the City has the same support. Lastly, he spoke in dismay that the CRA Board was misinformed regarding the operational deficiencies.

Joshua Bass, JM Family, said JM has been proud supporters of the MODS for many years. He stated that he has high confidence in this project and the MODS' ability to run and operate in an excellent way to inspire both children and adults. Thereafter, he spoke in support of the project.

GENERAL ITEMS - CONTINUED

Lisa Davis, 1405 SW 1st Avenue, Deerfield Beach, said she is also here to support JM Family and their corporate community impact. She reiterated that JM has partnered with the MODS for decades. Further, she commented on JM's recent \$1.5 million contribution to sponsor a discovery spot exhibit. Thereafter, she commented on Joe Cox and Ms. Feder's leadership, whereby, JM not only invests millions of dollars financially, but invests their people, as many sit on the Board of Directors. Lastly, she spoke in support of the project, as it will be a great asset to the community.

Chair Drosky closed the public hearing.

Vice Chair Preston said this project is a winner for Deerfield Beach and the MODS, and it must move forward. Thereafter, he stated that Deerfield Beach is the only city the MODS has partnered with. Further, he said the project's success will be centered around fundraising and marketing, and suggested including things that move in the marketing campaign.

Mr. Shanetzky commented on other projects that people spoke against, but have been successful and become city investments, i.e. Braithwaite. Further, he said Deerfield Beach is in competition with other cities, and it's important that the City shows how and why Deerfield Beach is different. Thereafter, he outlined the various awards received by the MODS and spoke in support of the project.

Mr. Hudak said JM Family is also a first-class organization, so to be affiliated with both JM and the MODS is exemplary for Deerfield Beach. Further, he reiterated that Deerfield Beach is the only city entering into this type of partnership with the MODS, so it is an unknown venture; therefore, a termination clause is plausible. Thereafter, he spoke in support of the project.

Mr. Plaut spoke in support of the project. Thereafter, he commented on his tour experience at the MODS and commended staff for a job well done.

Chair Drosky thanked everyone involved for making this project possible. He explained that when entering into the Memorandum of Understanding, it was the Board's intention to not have any deficits, but as the business plan was developed it became apparent that the first five years could be problematic, so the MODS was originally asking for a \$400,000 annual contribution, but it was renegotiated to \$250,000. Further, this contribution is a cap that the City or CRA would have to pay; however, the payment will not be automatic and will only have to be paid should a deficit occur. Additionally, the City has auditing rights to investigate prior to making the payment. Lastly, the marketing package is a huge win for the City of Deerfield Beach and this project is what the residents have been asking for; therefore, he supports it.

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to approve Item 1, adopted CRA Resolution 2025/006. Roll Call:

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

Nays: 0

ADMINISTRATION COMMENTS

None.

BOARD COMMENTS

None.

PUBLIC COMMENT

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the cost increase to community policing. Thereafter, he commented on crime statistics.

ADJOURNMENT

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to adjourn the meeting at 6:53 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



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

City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
July 17, 2025

The meeting was called to order on the above date by Chair Ramon at 6:00 p.m. in the Bernard Adams Municipal Complex, Deerfield Beach. The following board members were in attendance:

Voting

- Mr. Cahn
- Mr. Cutler
- Ms. Link - *arrived at 6:09 pm*
- Mr. LoCascio
- Chair Ramon

Also in attendance: Patrick Bardes, Coastal & Waterway Coordinator, and Debra Reese, Assistant City Attorney.

- Not in attendance: Mr. Ginarte and Mr. Dunigan

PUBLIC INPUT

Michael Dellaporta, 2670 North Federal Highway, Lighthouse Point, representing The Dock Experts, stated that he has been visiting various municipalities across the Palm Beaches, all the way to the Keys, hoping to build relationships and see if his company can be of assistance.

In response to Mr. LoCascio's questions, Mr. Dellaporta replied that he recently attended Marine Advisory Board Meetings held by the cities of Dania Beach, Pompano Beach, and Fort Lauderdale.

Thereafter, there was a discussion regarding non-permitted docks and seawalls in disrepair, safety hazards and structural deterioration, and advances in construction technology, i.e. vinyl composite seawalls and basalt rebar, which can be used to replace outdated concrete and steel.

APPROVAL OF AGENDA

Patrick Bardes, Coastal & Waterway Coordinator, requested adding the Vice Chair selection to the agenda.

Mr. LoCascio made a motion, seconded by Mr. Cutler to amend the agenda, adding Item C. The motion CARRIED by unanimous vote.

APPROVAL OF MINUTES

None.

NEW BUSINESS

A. New Board Member Introductions

Chair Ramon introduced James Cahn and Patricia Link.

Thereafter, Mr. Cahn and Ms. Link provided a brief overview of their background and credentials.

B. Intracoastal Safety Discussion by Aaron LoCascio

Mr. LoCascio provided a brief overview of the intracoastal waterways safety discussion, which began in November 2023. He explained the ongoing efforts to petition the Florida Fish and Wildlife Conservation Commission (FWC) for a year-round slow speed zone in the 1.9-mile stretch of the Intracoastal Waterway through Deerfield Beach, Hillsboro Beach, and Lighthouse Point. Unfortunately, the petition process has been slow due to the need to obtain qualifying written citations/warnings data, which is needed per state statute; nonetheless the Hillsboro Beach Police Department has agreed to begin issuing formal warnings/citations, which should provide sufficient data by the end of 2025. Upon approval, the petition will require ordinance changes by all three municipalities.

C. Vice Chair Nomination

Mr. Cahn made a motion, seconded by Chair Ramon to nominate Mr. LoCascio as Vice Chair. The motion CARRIED by unanimous vote.

BOARD MEMBER COMMENTS

Chair Ramon said her firm had their second annual beach cleanup in Deerfield Beach. Thereafter, she thanked Patrick Bardes, Coastal & Waterway Coordinator, for his efforts.

Thereafter, there was a brief discussion regarding the annual parking pass, suggestions on how to set up meetings, so that board members can see each other, and the reasoning behind the change to the meeting location.

In response to Vice Chair LoCascio's questions, Mr. Bardes replied that Deerfield Island Park is now open, the pier is on schedule to be completed this fall, and the bait house will begin renovation.

Thereafter, there was a brief discussion regarding the dune restoration master plan.

NEXT MEETING

Chair Ramon stated that the next meeting will be held on August 21, 2025.

ADJOURNMENT

Vice Chair LoCascio made a motion, seconded by Mr. Cutler to adjourn the meeting at 6:53 p.m. The motion CARRIED by unanimous vote.

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, July 21, 2025
Sea Ranch Lakes Village Hall
1 Gatehouse Road, Sea Ranch Lakes, Florida

MEMBERS PRESENT:

Chair Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Max Turner (Via Zoom)
Commissioner Tom Campbell

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L. (Via Zoom)
Debra A. Reese, Assistant 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
Michael Schlossberg, Health Insurance Agent
Zak Bedell, Foth Environment and Infrastructure, LLC (via Zoom)
Ben Gross, Project Coastal Engineer, Foth Environmental and Infrastructure, LLC (via Zoom)

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

APPROVAL OF MINUTES: A Motion to approve the June 9, 2025, Regular Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner Campbell.

Chair Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Max Turner
Commissioner Tom Campbell

The Motion, to approve the Regular Meeting Minutes was approved unanimously. (6-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Commissioner Chappell for approval of all outstanding bills in the amount of \$144,971.41. The bills were reviewed and discussed in detail.

Chair Denise Bryan

Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Max Turner
Commissioner Tom Campbell

The Motion to approve the outstanding bills in the amount of \$144,971.41 was approved unanimously. (6-0)

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

Chair Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Max Turner
Commissioner Tom Campbell

The Motion to approve the current month's expenses of approximately \$50,000.00 was approved unanimously. (6-0)

INLET STATUS REPORT: Captain Woodworth Draughon presented the Inlet depth chart, which depicted seven (7') feet controlling depth shoreward and four (4') feet controlling depth seaward.

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

1. Installing gearbox, plumbing brackets, and intake pipes;
2. Alignment was completed last week; and
3. A vibration analysis will be performed once material is running through

Captain Draughon advised the Board that they beaches are holding up. He also advised that the crane was down for a few days due to a broken belt and replaced it. The crew also took advantage of the gearbox coming out and they removed all the rust, the heat exchanger being fixed and new mounts and hardware installed.

Captain Draughon advised that they purchased and now have a depth finder that is fully adjustable. The Board discussed the depth chart.

PUBLIC COMMENTS: No public comment.

NEW BUSINESS

HEALTH INSURANCE RENEWAL FOR 2025-26 FISCAL YEAR: Insurance Agent Michael Schlossberg discussed the Florida Blue health insurance renewal for the 2025-26 Fiscal Year with

the members of the Board. Mr. Schlossberg advised that he compared health insurance plans and stated it makes sense to stay with the plan that the District has in light of what has happened in Washington, D.C. He stated Aetna will not write a plan and most plans are HMO's and HMO base plans have higher deductibles and premiums. Commissioner Chappell inquired about the different plans and the rates per employee.

A Motion was made by Commissioner Strauss and seconded by Commissioner Loesel to approve the Florida Blue health insurance renewal for Fiscal Year 2025-26, and for Chair Bryan to process and sign the renewal documents.

Chair Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Max Turner
Commissioner Tom Campbell

District Secretary Kimberly Longo called roll. The motion was approved unanimously. (6-0)

Chair Bryan advised the Board that Captain Draughon had to leave the meeting early. A Motion was made by Commissioner Strauss and seconded by Commissioner Loesel to move the authorization to issue RFP 2025-01 – New Dredge to 8.b. on the agenda due to Captain Draughon had to leave the meeting early this evening.

Chair Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Max Turner
Commissioner Tom Campbell

The motion to move the authorization to issue RFP 2025-01 – New Dredge to 8.b. on the agenda was approved unanimously. (6-0)

AUTHORIZATION TO ISSUE RFP 2025-01 – NEW DREDGE: Attorney Tolces discussed the RFP 2025-01 for the new dredge. Motion was made by Commissioner Strauss and seconded by Commissioner Loesel to move forward with the authorization to issue RFP 2025-01 – New Dredge.

Chair Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Max Turner
Commissioner Tom Campbell

The motion to move forward with the authorization to issue RFP 2025-01 – New Dredge was approved unanimously. (6-0)

BUDGET UPDATE FOR 2025-2026 FISCAL YEAR – RENEWAL LINE OF CREDIT:

District accountant Andrews advised that agenda item will be brought back next month for signature.

PROPOSED MILLAGE RATE FOR 2025-26 FISCAL YEAR: District Accountant Andrews advised that the District brought in \$2,800,000.00 last year. District Accountant Robert Andrews discussed the District's need to put money aside for the repair and replacement of the District's equipment along with the need to purchase a new dredge. The Board discussed the proposed Budget for the upcoming fiscal year and discussed different millage rates.

A Motion was made by Commissioner Campbell and seconded by Commissioner Chappell to set the proposed Millage Rate for the 2025-26 fiscal year at .1250 mills.

Chair Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Max Turner
Commissioner Tom Campbell

District Secretary called roll. The motion to set the proposed Millage Rate for the 2025-26 fiscal year at .1250 was approved unanimously. (6-0)

OLD BUSINESS

UPDATE REGARDING DEP AND USACOE PERMIT APPLICATIONS: Ben Gross of Foth Environment and Infrastructure, LLC advised the Board that the DEP application is administratively complete and a Notice of Intent to Issue should be August 25, 2025. Mr. Gross advised that once the Notice is issued, the District will be required to advertise and there will be a 14-day public comment period.

Mr. Gross provided an update regarding the ACOE permit stating that the project manager has advised that the marine fisheries consultation has begun.

Mr. Gross discussed a task work order from Foth Environment and Infrastructure, LLC to assist with Local Government Funding Request for the 2025-26 fiscal year. A Motion was made by Commissioner Strauss and seconded by Commissioner Loesel to approve a task order from Foth to assist with Local Government Funding Request for the 2025-26 fiscal year.

Chair Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Max Turner
Commissioner Tom Campbell

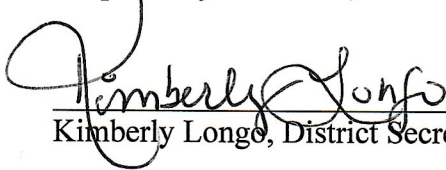
The motion to approve a task order from Foth to assist with Local Government Funding Request for the 2025-25 fiscal year was approved unanimously. (6-0)

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that he will be going out of town and will not be at next month's meeting. He also advised that the first budget meeting is on September 15, 2025, and the second budget and regular meeting is on September 22, 2025.

COMMISSIONER COMMENTS: Chair Bryan asked that the Commissioners all be present at the budget meetings in September.

ADJOURNMENT: Motion was made by Commissioner Strauss to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 7:40 PM by Chair Bryan.

Respectfully submitted,



Kimberly Longo, District Secretary

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

July 22, 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, Senior Compliance Inspector
Katherine Delva, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Hector Barrett, Code Compliance Inspector
Jay Baptiste, Code Compliance Inspector
Shanely Zorilla, Administrative Assistant

For the record, Elise Gergel, swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner's Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	25050040	SFR 2012-1 FLORIDA LLC	321 SE 3 CT DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-22-2025 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
6	25050046	HILLSBORO COVE CONDOMINIUM ASSOCIATION INC	1365 E HILLSBORO BLVD DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- CARL TODSON FINAL ORDER ISSUED COMPLY BY 8-8-2025 \$150 PER DAY \$80 PROSECUTION COST
8	25050049	MAURICE AUTO REPAIRS INC	5137 N DIXIE HWY DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- STEVE SATORIS FINAL ORDER ISSUED COMPLY BY 8-22-2025 \$150 PER DAY \$80 PROSECUTION COST
9	25050050	SAINTBIEN,LAFONTANT	5145 N DIXIE HWY DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- LAFONTANT SAINTBIEN CONTINUED TO 8-26-2025
11	25050128	CAVANNA,JOHN DISTEFANO,JANICE C	608 SW NATURA BLVD, UNIT 310	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-22-2025 \$150 PER DAY \$80 PROSECUTION COST

12	25050135	BELLATAAV LLC	510 SE 7 AVE DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 8-26-2025
14	25060052	AGHLAGHANIAN,ANDREA	1617 SE 5 CT DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46- 28(a) - Storage of materials.	RESPONDENT WAS PRESENT - LUIS CARABELLO FINAL ORDER ISSUED COMPLY BY 8-22-2025 \$125 PER DAY \$80 PROSECUTION COST
18	25040093	FIGUEIRA, CELIA	4040 CRYSTAL LAKE DR, UNIT 105 DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-22-2025 \$150 PER DAY \$80 PROSECUTION COST
21	25040109	DEERFIELD ESTATE GROUP LLC	56 NW 2 ST DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-22-2025 \$200 PER DAY \$80 PROSECUTION COST
22	25040115	CHR POMPANO BEACH BROWARD LLC % OMEGA HEALTHCARE INVESTORS	401 E SAMPLE RD DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT WAS PRESENT- ATTORNEY KAREN RICH FINAL ORDER ISSUED COMPLY BY 8-8-2025 \$250 PER DAY \$80 PROSECUTION COST
26	25050088	MATHIS,ULYSSES EST %JUANITA C MATHIS	225 NW 1 TER 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 COMPLY BY 8-22-2025 \$250 PER DAY \$80 PROSECUTION COST

28	25040087	NUNES,ALOISIO D NUNES,TANIA MARA	588 NW 38 TER 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 IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-18-2025 FOR \$200 PER DAY PER VIOLATION
29	25040113	CHR POMPAÑO BEACH BROWARD LLC % OMEGA HEALTHCARE INVESTORS	401 E SAMPLE RD DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT WAS PRESENT- ATTORNEY KAREN RICH FINES IMPOSED AS OF 7-18-2025 FOR \$250 PER DAY
30	25040127	CRYSTAL LAKE COMMERCE CNTR LLC	4260 NW 19 AVE, UNIT A DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-18-2025 FOR \$250 PER DAY
35	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 FINES IMPOSED AS OF 7-18-2025 FOR \$250 PER DAY
36	25040061	HIGHLAND VILLAGE MHC LLC	4900 NE 2 AVE DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-18-2025 FOR \$175 PER DAY
37	25060048	COSTA,ALLISON COSTA,ANDERSON	1441 SW 1 TER DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-18-2025 FOR \$150 PER DAY PER VIOLATION

				ENFORCEMENT Section 98-113(a) Building permits	
38	25040082	STRASSBURG,PHEONA	165 E HILLSBORO BLVD DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- PHEONA STRASSBERG FINAL ORDER ISSUED COMPLY BY 10-3-2025 \$125 PER DAY \$80 PROSECUTION COST
39	25040104	WMG DEERFIELD SMALL BAY OWNER LLC	4500 N POWERLINE RD DEERFIELD BEACH, FL 33073	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT WAS PRESENT- ANDREW KUNSCH FINAL ORDER ISSUED COMPLY BY 9-5-2025 \$125 PER DAY \$80 PROSECUTION COST
40	25050028	DAZMAN INC	1630 W HILLSBORO BLVD DEERFIELD BEACH, FL 33442	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 FINAL ORDER ISSUED COMPLY BY 9-5-2025 \$125 PER DAY \$80 PROSECUTION COST
41	25050071	DLD PROPERTIES LLC % WALGREEN CO ATN REAL EST TAX	120 S POWERLINE RD DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 8-12-2025
42	25020032	BOYWIC FARMS LTD	510 GOOLSBY BLVD DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONENT WAS PRESENT- PAUL HARELIK FINES IMPOSED AS OF 7-18-2025 FOR \$125 PER DAY
43	25030051	FIRST WAY STORAGE INC	1318 SW 1 WAY DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j) (1) Off-street parking and loading.	CERTIFIED WITH \$80 PROSECUTION COST
44	25040063	DISCOUNT AUTO PARTS INC % ADVANCE STORES CO INC #9188	3420 W HILLSBORO BLVD 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 7-18-2025 FOR \$150 PER DAY
48	25050034	PHILPART-BALDWIN,MAMIE	166 SW 1 CT DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-22-2025 \$150 PER DAY \$80 PROSECUTION COST
50	25050036	DEROGATIS,JAMES & BARBARA	556 SE 15 AVE DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- BARBARA DEROGATIS CONTINUED TO 8-12-2025
51	25050072	CCC FINANCING I CORP C/O RYAN LLC	2981 DEER CREEK COUNTRY CLUB BLVD DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-22-25 \$150 PER DAY \$80 PROSECUTION COST
52 - 76	25050101	GESTION JEAN BISSONNETTE INC	665 SE 21 AVE, UNIT 304 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- SEAN KEENAN CONTINUED TO 9-23-2025
77	25060075	HUNTER,MICHAEL H/E HUNTER,ARIANA	4331 NW 4 AVE DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY 8-22-2025 \$150 PER DAY \$80 PROSECUTION COST

79	25060103	BIGGIE,JOHN J JR & BIGGIE,MARIA	1572 SE 9 ST DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 8-26-2025
81	24110028	JBL RIVERTOWNE SQUARE LLC JBL RIVERTOWNE NOLENSVILLE LLC	1019 S FEDERAL HWY1 DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-18-2025 FOR \$500 PER DAY
82	25040011	FARIA,PEDRO HENRIQUE F H/E FARIA,FABIANA MORAIS DA SILVA	1183 SE 1 TER DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-18-2025 FOR \$125 PER DAY
84	25060053	HANSEN,AMANDA	4751 NE 2 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 NOT PRESENT CONTINUED TO 9-9-2025
85	25030030	HERITAGE COMMUNITIES FOUNTAINS OF POMPANO INC	4300 NW 9 AVE DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-18-2025 FOR \$150 PER DAY
86	25060072	LIPSKAR,CHAIM ZVI LIPSKAR,NECHAMA DEENA	63 SE 5 AVE DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (3) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
87	25050129	ROUSSONICOLOS,ASSIMINA NINA A N ROUSSONICOLOS REV LIV TR	1021 SE 13 CT DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 7-22-2025 FOR \$150 PER DAY

				REGULATIONS Section 98-81(L) (1) (a-g) - Tree preservation.	
88	25070015	BRUNACHE,HAROLD	334 SE 13 ST DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES BSO ENFORCED - REGULATION Section 66-61(b). - Parking of commercial vehicles on public streets and commercially zoned property. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66- 59. (c)(1)(b)- Parking on residentially zoned lots. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT REPEAT FINAL ORDER AND IMPOSITION OF LIEN ISSUED COMPLY BY 8-22-2025 \$500 PER DAY \$80 PROSECUTION COST
89	25070005	BROWARD COUNTY HOUSING AUTHORITY	621 NE 38 CT DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT NOT PRESENT CONTINUED TO 8-26-2025
90	25070006	BROWARD COUNTY HOUSING AUTHORITY	530 NE 38 CT DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT NOT PRESENT CONTINUED TO 8-26-2025
92	25070048	SR WATER SPORTS LLC	462 NE 9 AVE DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT WITNESSES WERE PRESENT KENT STERN BRAD CHALKER APRIL BOLOWICH FINAL ORDER ISSUED COMPLY BY 7-29-2025 \$2,500 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Article IV Supplementary Regulations Sec. 98-87(d)(2) - Docking and mooring facilities	
93	25070061	GILZA INVESTMENTS GROUP LLC	530 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT CONTINUED TO 8-12-2025

SPECIAL SET @ 11 A.M.

		SPECIAL SET @ 11 A.M.			
A	18080050	POSEY, ELIZABETH	401 SE 4 STREET DEERFIELD BEACH, FL 33441	Mitigation	RESPONDENT WAS PRESENT- ELIZABETH POSEY / CALAUDIA FINES MITIGATED TO \$1,100 TO BE PAID BY 12-5-2025
B	23060178	CAMPBELL, MICHAEL R	1100 CRYSTAL LAKE DR, UNIT 213 DEERFIELD BEACH, FL 33064	Request to Vacate IMPO Fines	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
C	25010175	SECONA GROUP LLC	1358 W NEWPORT CENTER DR, UNIT A DEERFIELD BEACH, FL 33442	Amnesty Settlement	RESPONDENT NOT PRESENT AMNESTY SETTLEMENT CERTIFIED FOR \$250 TO BE PAID BY 10-7-2025
D	23020090	LOPEZ, ENRIQUE J & HILDA K	822 SE 8 AVE DEERFIELD BEACH, FL 33441	Amnesty Settlement	RESPONDENT NOT PRESENT AMNESTY SETTLEMENT CERTIFIED FOR \$8,448 TO BE PAID BY 10-7- 2025
E	25010261	SUNSHINE STORAGE INC	49 SE 7 ST, DEERFIELD BEACH, FL 33441	Amnesty Settlement	RESPONDENT NOT PRESENT AMNESTY SETTLEMENT CERTIFIED FOR \$250 TO BE PAID BY 10-7-2025
F	25010262	SUNSHINE STORAGE INC	105 SE 7 ST, DEERFIELD BEACH, FL 33441	Amnesty Settlement	RESPONDENT NOT PRESENT AMNESTY SETTLEMENT CERTIFIED FOR \$250 TO BE PAID BY 10-7-2025
G	25010263	SUNSHINE STORAGE INC	101 SE 7 ST, DEERFIELD BEACH, FL 33441	Amnesty Settlement	RESPONDENT NOT PRESENT AMNESTY SETTLEMENT CERTIFIED FOR \$250 TO BE PAID BY 10-7-2025
H	25010264	SUNSHINE STORAGE INC	109 SE 7 ST, DEERFIELD BEACH, FL 33441	Amnesty Settlement	RESPONDENT NOT PRESENT AMNESTY SETTLEMENT CERTIFIED FOR \$250 TO BE PAID BY 10-7-2025

I	16090083	LOUIS-JEUNE,MITHO RANCY,WESNER	660 SW 14 St DEERFIELD BEACH, FL 33441	City Settlement	RESPONDENT NOT PRESENT SETTLEMENT FOR \$1,250 TO BE PAID BY 8-21-2025
J	25010265	UNION PLANTERS NATIONAL BANK % REGIONS BANK- JENNIFER BRADFORD	225 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Request for 90 days Extension	RESPONDENT NOT PRESENT EXTENDED TO 10-3-2025
K	25050026	D & S FUNDING LLC	1941 NE 1 ST, DEERFIELD BEACH, FL 33441	Request for 15 days Extension	RESPONDENT NOT PRESENT EXTENDED TO 8-22-2025
L	15090270 18070388 25020058	HARRIS,REDA WRIGHT EST	400 SW 14 ST, DEERFIELD BEACH, FL 33441	Amnesty Settlement	RESPONDENT NOT PRESENT AMNESTY SETTLEMENT FOR \$26,945.80 FOR ALL CASES TO BE PAID BY 10-7-2025

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
July 23, 2025**

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

Roll Call:

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

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

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

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Leet to approve the July 2, 2025 meeting minutes. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7205 Fairway Memorial Gardens
1391 NW 45th Street
Minor Site Plan Amendment**

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

Richard Hartmann, representing the applicant, explained that the proposed changes include repainting two existing buildings: a mausoleum structure and a one-story office building. Additionally, a new funeral home will be built out of concrete masonry unit walls with stucco finishes, wood roof trusses, and composite roof shingles, and landscaping will be installed throughout.

Thereafter, there was a brief discussion regarding the concrete masonry unit, cell towers, painting, and different phases of the project.

Mr. Hugentugler made a motion, seconded by Mr. Leet to approve Item #7205 as submitted. The motion CARRIED by unanimous vote.

**#7208 Hillsboro Landings I
1631 Riverview Rd
Paint Change**

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

Jonathan Marques, representing the applicant, explained that the proposed changes include repainting the building Sherwin Williams Greek Villa as the main color, and Urbane Bronze as the accent.

In response to Chair Cummings' questions, Mr. Mantell replied that the property is located in the Cove Overlay District, so Greek Villa meets the criteria, but Urban Bronze does not; therefore, final determination will be left to the Board.

Thereafter, there was a brief discussion regarding Urban Bronze being too dark.

In response to Mr. Hugentugler's question, Mr. Marques replied that the Greek Villa would remain and the trim would be changed to Gray Matters, which meets the criteria of the Cove Overlay District.

Chair Cummings suggested using anti-mold paint for the project.

Mr. Leet made a motion, seconded by Mr. Hugentugler to approve Item #7208 with the stipulation to amend the trim color from Urban Bronze to Gray Matters. The motion CARRIED by unanimous vote.

**#7209 Amante's Italian Restaurant
2009 NE 2nd Street
Paint Change**

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

Christina Amante, representing the applicant, explained that the proposed changes include painting the aluminum frame Black, top half of the building Sherwin Williams Alabaster, and bottom half Sherwin Williams Sea Salt.

In response to board members questions, Mr. Mantell replied that the colors comply with the Cove Overlay District; whereby, Black trim has been approved in the past.

Mr. Hugentugler made a motion, seconded by Mr. Leet to approve Item #7209 as submitted. The motion CARRIED by unanimous vote.

**#7207 Broward Health North
199-201 E Sample Road
Major Site Plan, Variance, Sign Variance**

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

Zachary A. Rose, representing the applicant, explained that the proposed changes include the construction of a six-story medical office building, with insulated vision and spandrel glass around the primary entrance, and aluminum canopy system.

Thereafter, there was a brief discussion regarding the blue tint window, visibility, privacy shades, Broward Health branding, and logo.

In response to Mr. Hugentugler's question, Mr. Lochrie replied that the three-story building will be demolished once the new facility is open.

Anthony Soroka, City Attorney, explained that this board typically does not vote on variances, but does make recommendations to the Commission on sign variances. The application and sign variance can be made in one motion.

Robert Lochrie, representing the applicant, said the request for the sign variance is to create more visibility on Sample Road.

Mr. Leet made a motion, seconded by Mr. Hugentugler to approve Item #7207 as submitted. The motion CARRIED by unanimous vote.

**#7206 Spy Spot
825 S Federal Highway
Major Site Plan, Variance, Technical Deviation**

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

Hendrik DeMello, representing the applicant, explained that the proposed changes include the addition of a second floor.

In response to Chair Cummings' question, Mr. Mantell stated that there are three variances regarding lot conditions, and a technical deviation that will go before the Commission for their consideration and approval.

Thereafter, there was a brief discussion regarding visibility and the colors of the building.

Mr. Leet made a motion, seconded by Mr. Hugentugler to approve Item #7206 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said the next meeting will be held on August 13, 2025.

Mr. Hugentugler made a motion, seconded by Mr. Leet to adjourn the meeting at 7:51 p.m. The motion CARRIED by unanimous vote.

Joseph Cummings, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
August 13, 2025**

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

Roll Call:

Present: Christina Fink, Alternate
Jason Leet
Scott Mulheron
Janelle Richards, Vice Chair, Alternate
Joseph Cummings, Chair

Also Present: Daniel Mantell, Planning and Zoning Manager
Melissa Torres, Assistant Planner
Emily Cortez, Planner I
Debra Reese, Assistant City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: James Giasullo, Jr., Alternate
Jack Hugentugler

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Richards made a motion, seconded by Mr. Leet to approve the July 23, 2025 meeting minutes. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7201 3300 West Hillsboro Blvd
3300 West Hillsboro Blvd
Master Sign Plan**

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

Milciades Herrera, representing the applicant, explained that the proposed changes include a master sign plan for three tenants.

In response to Chair Cummings' question, Emily Cortez, Planner I, replied that the applicant submitted a building permit application, which created the need for a master sign plan. The signage will replace the current sign with Metro by T-Mobile, which is trademarked, and the signage for the other two stores will remain the same for the current tenants only.

Thereafter, there was a brief discussion regarding the legal non-conforming signs and future tenants abiding by the new master sign plan.

Debra Reese, Assistant City Attorney, explained that the legal non-conforming signs existed before the City's sign ordinance came into effect; therefore, when a new tenant comes in, they will have to abide by this master sign plan. The Board is only considering approval for the Metro by T-Mobile sign this evening.

Ms. Fink made a motion, seconded by Mr. Leet to approve Item #7201 as submitted. The motion CARRIED by unanimous vote.

**#7210 WMG Deerfield Small Bay Owner LLC
4500-4850 N Powerline Rd
Paint Change Reconsideration**

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

Melissa Torres, Assistant Planner, provided a brief over of the item.

Bill Riley, representing the applicant, explained that the proposal includes a paint change reconsideration to the current building. Previously, the Board approved Novia Scotia Blue, as the building's paint color; however, the applicant painted the building Benjamin Moore Big Country Blue. Thereafter, he provided a brief overview of the work that has been completed on the property, to include repaving, restriping, landscaping, and mulch. He stated that the applicant is aware of the mistake they made with proceeding to paint the building the wrong color; however, they would like the Board to reconsider keeping the current color of the building Benjamin Moore Big Country Blue.

In response to Chair Cummings' question, Dana Massirman, representing the applicant, replied that he is not aware of the branding color being trademarked.

Ms. Torres said the Benjamin Moore Big Country Blue was denied on April 23, 2025, whereby, the applicant is requesting a reconsideration to not paint the building Nova Scotia Blue.

Thereafter, there was a brief discussion regarding the previous considered colors, which included Benjamin Moore Big Country Blue, Big Suede Shoes, and Novia Scotia Blue.

Mr. Riley said the Benjamin Moore Novia Scotia Blue should be reconsidered, as he believes the Benjamin Moore Big Country Blue blends in with the surrounding businesses; therefore, he asked that the Board reconsider approving the Benjamin Moore Big Country Blue.

Thereafter, there was a discussion regarding the reconsideration, the current color on the building, the current code violation, and the misunderstanding of the approval letter.

Mr. Leet made a motion, seconded by Ms. Fink to approve Item #7210 with the reconsideration to keep the building Benjamin Moore Big Country Blue. Voice Vote: Yeas: Ms. Fink, Mr. Leet, Mr. Mulheron, and Vice Chair Richards. Nays: Chair Cummings.

Comments by Deerfield Beach Assistant City Attorney

None.

There was a brief discussion amongst the Board regarding voting decisions and keeping consistency.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said the next meeting will be held on August 27, 2025.

Mr. Leet made a motion, seconded by Vice Chair Richards to adjourn the meeting at 7:54 p.m. The motion CARRIED by unanimous vote.

Joseph Cummings, Chair
Community Appearance Board



Regular City Commission Meeting - September 8, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Monday, September 8, 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 September 8, 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 September 8, 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 September 8, 2025.

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

<https://deerfield-beach.zoom.us/j/81507775183?pwd=yI56135vKd6ryPeI4p2S2ziRgOfzU2.1>

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: 815 0777 5183#, Participant ID: #, Passcode: 090847#

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 September 8, 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. 2025-462

Agenda Date: 9/8/2025

Status: PRESENTATIONS

In Control: City Commission

Title

Discussion and update regarding public safety services.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-403

Agenda Date: 9/8/2025

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set second public hearing for September 15, 2025

Voting Requirement

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

Background/History

In accordance with Section 200.065, F.S., during the City Commission meeting of September 8th, the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the FY26 budget and the purposes for which ad valorem tax revenues are being increased. The agenda also includes a public hearing on the FY26 proposed budget. During the budget hearings, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions prior to adoption of any measures by the governing body. The governing body shall adopt its tentative or final millage rate prior to adopting its tentative or final budget.

Current Activity

The FY2026 total proposed millage rate of 6.1729 mills represents a decrease from the prior fiscal year's legally adopted total millage rate of 6.1851.

The FY2026 proposed operating millage rate of 6.0018 mills represents no increase from the prior year's operating millage rate of 6.0018. The operating millage rate of 6.0018 mills is 7.59% more than the rolled-back rate of 5.5786 mills calculated pursuant to state law.

The proposed millage rate is expected to generate a net \$68.2 million of ad valorem tax revenue, which is approximately 7.2% more than the previous fiscal year's estimate of \$63.6 million.

Ad Valorem Tax Revenue History

FY26 - \$68,197,843 (Est.)
FY25 - \$63,633,073 (Est.)
FY24 - \$58,685,295

ORDINANCE NO. 2025/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the Annual Budget submitted by the City Manager for the fiscal year ending September 30, 2026 (“Fiscal Year 2026”); and

WHEREAS, the proposed Fiscal Year 2026 operating millage rate is 6.0018, which represents an increase of 7.59% over the rolled-back rate, and such percentage change is characterized as the percentage increase in property taxes pursuant to Section 200.065, Fla. Stat; and

WHEREAS, the City has provided notice and has conducted public hearings as required by Section 200.065, Florida Statutes, to consider, discuss, and hear public comment regarding the millage rate for Fiscal Year 2026.

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

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

Section 2. The millage rate is hereby adopted and levied for the fiscal year beginning October 1, 2025 and ending September 30, 2026 as follows:

Operating Millage Rate	6.0018
Voted Debt Service Millage	<u>0.1711</u>
Total Millage Rate	<u>6.1729</u>

Section 3. The Fiscal Year 2026 operating millage rate of 6.0018 mills is 7.59% more than the rolled-back rate of 5.5786 mills calculated pursuant to Florida law. The voted debt service millage is 0.1711 mills.

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

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

Section 6. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 7. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 8. This Ordinance was adopted after a second public hearing on the subject matter hereof and notice of the public hearings were published as required by the City Charter and Florida law, which public hearings were held at 7:00 P.M. on September 8, 2025, and September 15, 2025, in the City Commission Room, City Hall, Deerfield Beach, Florida.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2025.

PASSED 2ND READING ON 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. 2025-404

Agenda Date: 9/8/2025

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD OF FUNDING TO FULFILL OUTSTANDING PURCHASE ORDERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set second public hearing for September 15, 2025

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

A Budget Workshop was held on July 9, 2025. The workshop provided an overview and major budgetary highlights for FY26: lean leadership and budgeting approach utilized in preparation for the FY26 budget, fund balance initiative and policy, financial market update, along with the Five-Year Capital Improvement Plan (CIP) and Parks & Recreation special events. The FY26 budget establishes the programmatic and operational plans to deliver exceptional services to the community and the necessary resources needed to carry out essential government functions. The workshop also provided the City Commission and public with an opportunity to provide input and additional recommendations.

Current Activity

Staff hereby presents for your consideration and approval the Fiscal Year 2026 Proposed Budget. The proposed budget incorporates, to the extent possible, all the recommendations that were discussed during the budget workshop. The Fiscal Year 2026 Proposed Budget will be available on the City's website for public review on September 5th, at the following link: <https://www.deerfield-beach.com/561/Budget>.

Additionally, the Chief Financial Officer will present a budget overview during the budget hearing. The final public hearing and adoption is scheduled for September 15, 2025 at 7:00 p.m. Staff recommends approval of the first reading of the FY26 Proposed Budget and establishing the final public hearing for September 15, 2025 at 7:00 p.m.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2025/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND
ENDING SEPTEMBER 30, 2026; AUTHORIZING ENCUMBRANCES
AND CARRY FORWARD OF FUNDING TO FULFILL
OUTSTANDING PURCHASE ORDERS; PROVIDING FOR
CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE**

WHEREAS, the City Manager of the City of Deerfield Beach, Florida, has submitted his annual budget report to the City Commission covering the fiscal year ending September 30, 2026 (“Fiscal Year 2026”); and

WHEREAS, the City Manager has estimated the revenues and expenditures for Fiscal Year 2026 and has determined the required millage rate for the purpose of ad valorem taxation; and

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the annual budget, and the City Commission has had the opportunity to review the complete proposed budget for Fiscal Year 2026; and

WHEREAS, the City Commission has passed an Ordinance adopting the millage rate for Fiscal Year 2026.

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

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

Section 2. The City of Deerfield Beach budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, a summary of which is attached hereto as Exhibit “A” and incorporated herein by this reference (a full copy is on file with the City Clerk and is hereby incorporated herein in its entirety by this reference), is hereby adopted, and the appropriations set forth therein are hereby made for the operation of the government of the City and for paying the annual debt service on all outstanding bonds of the City.

Section 3. The carry forward of funding from the prior Fiscal Year budget to cover those purchase orders issued on or prior to September 30, 2025, but not filled as of that date, and the use of such funding to fulfill such outstanding purchase orders is hereby authorized and approved.

Section 4. All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operating millages of prior years are hereby specifically appropriated for the use and benefit of the General Fund.

Section 5. In accordance with Section 4.03(10) of the City Charter, the City Manager has the authority to sign contracts on behalf of the City pursuant to the provisions of this appropriations ordinance, and as may be further authorized by the City Commission pursuant to ordinance or resolution.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Ordinance.

Section 7. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance as a whole or part thereof other than the part declared to be invalid.

Section 9. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 10. This Ordinance was adopted after a second public hearing on the Fiscal Year 2026 budget and notices of the public hearings were published as required by City Charter and Florida law, which public hearings were held at 7:00 p.m. on September 8, 2025, and September 15, 2025, in the City Commission Room, City Hall, Deerfield Beach, Florida.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2025.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

BUDGET SUMMARY
CITY OF DEERFIELD BEACH, FLORIDA - FISCAL YEAR 2025-2026
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF DEERFIELD BEACH ARE -7.8%
MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

General Fund 6.0018
Voted Debt 0.1711

	GENERAL FUND	INSURANCE SERVICES FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUND	CAPITAL PROJECT FUNDS	ENTERPRISE FUNDS	CRA TRUST FUND	TOTAL ALL FUNDS
ESTIMATED REVENUES:								
Taxes: Millage Per \$1,000								
Ad Valorem Taxes 6.0018	66,223,553	-	-	-	-	-	3,030,069	69,253,622
Ad Valorem Taxes 0.1711 (Voted Debt)	1,974,290	-	-	-	-	-	-	1,974,290
Delinquent Tax Collections	1,300,000	-	-	-	-	-	-	1,300,000
Sales and Use Taxes	-	-	-	-	-	-	-	-
Communications Service Taxes	3,000,000	-	-	-	-	-	-	3,000,000
Public Service Taxes	11,585,000	-	-	-	-	-	-	11,585,000
Fire Assessment Fees	17,474,512	-	-	-	-	-	-	17,474,512
Franchise Fees	7,661,000	-	-	-	-	-	-	7,661,000
Local Option Gas Tax	2,327,487	-	1,610,525	-	-	-	-	3,938,012
Licenses, Permits & Fees	852,000	-	5,335,000	-	-	-	-	6,187,000
Intergovernmental Revenue	11,118,394	-	7,132,209	-	-	-	3,071,190	21,321,793
Charges for Services	10,410,234	-	470,000	-	-	58,847,095	-	69,727,329
Fines and Forfeitures	4,078,000	-	350,000	-	-	224,000	-	4,652,000
Grants and Contributions	171,500	-	77,500	-	100,000	50,000	-	399,000
Administration Fees	8,079,662	-	437,720	-	-	-	-	8,517,382
Loan Proceeds	-	-	459,893	-	6,589,942	17,818,149	-	24,867,984
Other Financing Sources	5,069,990	12,907,154	20,000	-	-	802,050	3,517,236	22,316,430
TOTAL SOURCES	151,325,622	12,907,154	15,892,847	-	6,689,942	77,741,294	9,618,495	274,175,354
Transfers In	221,179	-	-	7,468,620	17,665,621	8,143,780	-	33,499,200
Fund Balances/Reserves/Net Assets	18,145,853	-	753,195	-	3,135,487	8,795,671	-	30,830,206
TOTAL REVENUES, TRANSFERS &								
BALANCES	169,692,654	12,907,154	16,646,042	7,468,620	27,491,050	94,680,745	9,618,495	338,504,760
EXPENDITURES:								
General Government	22,708,004	12,907,154	453,500	-	7,182,097	-	-	43,250,755
Economic Environment	3,059,258	-	2,096,197	-	1,650,000	-	7,457,684	14,263,139
Public Safety	93,626,263	-	6,122,482	-	3,027,353	-	110,000	102,886,098
Physical Environment	548,390	-	159,750	-	450,000	82,285,697	-	83,443,837
Transportation	383,675	-	3,025,521	-	4,770,400	-	453,860	8,633,456
Human Services	4,393,063	-	77,622	-	179,319	-	-	4,650,004
Culture and Recreation	21,891,222	-	75,500	-	10,231,881	-	500,000	32,698,603
Debt Service	-	-	-	7,468,620	-	3,728,014	1,096,951	12,293,585
Other Financing Uses	354,215	-	450	-	-	258,321	-	612,986
TOTAL EXPENDITURES	146,964,090	12,907,154	12,011,022	7,468,620	27,491,050	86,272,032	9,618,495	302,732,463
Transfers Out	22,728,564	-	4,635,020	-	-	6,135,616	-	33,499,200
Fund Balances/Reserves/Net Assets	-	-	-	-	-	2,273,097	-	2,273,097
TOTAL APPROPRIATED EXPENDITURES								
TRANSFERS, RESERVES & BALANCES	169,692,654	12,907,154	16,646,042	7,468,620	27,491,050	94,680,745	9,618,495	338,504,760

The tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-405

Agenda Date: 9/8/2025

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set second public hearing for September 15, 2025

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The budget for the City of Deerfield Beach Community Redevelopment Agency (CRA) was adopted by the CRA Board on August 26, 2025. The Fiscal Year 2026 CRA budget is hereby presented, along with the budgets of the other City funds in accordance with Section 200.065, Florida Statutes.

Recommendation

Staff recommends approval of the City of Deerfield Beach Community Redevelopment Agency Fiscal Year 2026 Budget.

ORDINANCE NO. 2025/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Community Redevelopment Agency (the “CRA”) has approved a budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“Fiscal Year 2026”); and

WHEREAS, the CRA budget for Fiscal Year 2026 has been presented to the City Commission of the City of Deerfield Beach; and

WHEREAS, the City Commission is to approve the CRA’s budget for Fiscal Year 2026 separately from the City’s general budget; and

WHEREAS, the City Commission has reviewed and accepted the CRA’s Fiscal Year 2026 Budget; and

WHEREAS, the CRA Director recommends that the City Commission approve the CRA’s Fiscal Year 2026 Budget and authorize funding for the CRA as set forth in Part III of Chapter 163, Florida Statutes.

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

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

Section 2. The City Commission of the City of Deerfield Beach hereby approves the CRA’s Fiscal Year 2026 Budget, attached as Exhibit “A” and incorporated herein by this reference. CRA expenditures shall be made in accordance with the CRA’s Fiscal Year 2026 Budget and as permitted by law.

Section 3. The City Commission hereby authorizes the funding of the CRA Community Redevelopment Trust Fund pursuant to the provisions of Part III, Chapter 163, Florida Statutes, and hereby directs the appropriate governmental entities to comply with the requirement for payment of funds into the CRA Community Redevelopment Trust Fund as provided for in Section 163.387, Florida Statutes.

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

Section 5. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance as a whole or part thereof other than the part declared to be invalid.

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 7. This Ordinance was adopted after a second public hearing on the CRA's Fiscal Year 2026 Budget, and notices of the public hearings were published as required by law, which public hearings were held at 7:00 p.m. on September 8, 2025, and September 15, 2025.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2025.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY 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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-428

Agenda Date: 9/8/2025

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2025-122: ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM ("FRS"); DECLARING THE INTENT TO EXTEND TO THE POLICE OFFICERS OF THE CITY THE BENEFITS OF THE FLORIDA RETIREMENT SYSTEM AS OF OCTOBER 1, 2025; SPECIFYING THE EMPLOYEES ELIGIBLE FOR PARTICIPATION IN FRS; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DIVISION OF RETIREMENT FOR PARTICIPATION IN FRS; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Broward Sheriff's Office ("BSO") transmitted a notice of termination of the City's police and fire services contracts with BSO, with an effective termination date of September 30, 2025. Due to the potential need for the City to explore alternatives for the provision of police and fire services, the City desires to be prepared to facilitate such alternatives.

The enclosed Ordinance, if approved, would permit the City of Deerfield Beach, Florida, to offer the benefits of the Florida Retirement System, effective as of October 1, 2025, to Police Officers employed by the City.

ORDINANCE NO. 2025/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM (“FRS”); DECLARING THE INTENT TO EXTEND TO THE POLICE OFFICERS OF THE CITY THE BENEFITS OF THE FLORIDA RETIREMENT SYSTEM AS OF OCTOBER 1, 2025; SPECIFYING THE EMPLOYEES ELIGIBLE FOR PARTICIPATION IN FRS; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DIVISION OF RETIREMENT FOR PARTICIPATION IN FRS; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the policy and purposes of the City of Deerfield Beach, Florida, (the “City”) to extend to the Police Officers of the City and not excluded by law, the benefits of the Florida Retirement System, on the basis of applicable State laws and amendments thereto, and rules and regulations, authorizing and directing the Chairman (or other chief executive officer) to execute agreements thereto with the Department of Management Services, for coverage of said Police Officers; providing for withholding from salaries and wages of the Police Officers of the City so covered to be made and paid over as provided by applicable State laws or regulations; providing that the City shall appropriate and pay over employer’s contributions and assessments as provided by applicable State laws or regulations; providing that the City shall keep records and make reports as required by applicable State laws or regulations; and

WHEREAS, the City Commission desires to extend the benefits of FRS to the Police Officers of the City of Deerfield Beach and to authorize the actions necessary to make such employees of the City eligible to receive the benefits of FRS.

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

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

Section 2. It is hereby declared to be the policy and purpose of the City of Deerfield Beach Florida that all of the City’s Police Officers, except those excluded by law, shall participate in the Florida Retirement System as authorized by Chapter 121, Florida Statutes. All eligible Police Officers shall be compulsory members of the Florida Retirement System as of the effective date of participation in the Florida Retirement System so stated herein.

Section 3. The City Manager is hereby authorized and directed to execute all necessary agreements and amendments thereto with the Administrator of the Florida Retirement System for the purpose of extending the benefits provided by the Florida Retirement System to the Police Officers of the City as provided by Section 2 & 3 hereof, which agreement shall provide for such methods of administration of the plan the City as are found by the Administrator of the Florida Retirement System to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for service performed on and after the 1st day of October, 2025.

Section 4. Withholding from salaries, wages, or other compensation of the Police Officers for the purpose provided in Section 2 above are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable State laws or regulations, and shall be paid over to the Administrator designated by said laws or regulations to receive such amounts.

Section 5. There shall be appropriated from available funds, derived from the General Fund, such amounts and at such times as may be required to pay promptly the contributions and assessments required of the City, as employer, by applicable State laws or regulations, which shall be paid over to the lawfully designated Administrator of the Florida Retirement System at the times and in the manner provided by law and regulation.

Section 6. The City shall keep such records and make such reports as may be required by applicable State laws or regulations, and shall adhere to all laws and regulations relating to the Florida Retirement System.

Section 7. The City does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the Florida Retirement System, for and on behalf of all Police Officers of its departments and agencies to be covered under the agreement.

Section 8. The Chief Financial Officer of the City of Deerfield Beach, Florida, is hereby designated the custodian of all sums withheld from the compensation of Police Officers authorized herein and of the appropriated funds for the employer's contributions as provided in Section 6 above. The Chief Financial Officer is hereby designated the withholding and reporting agent and charged with the duty of maintaining records for the purpose of this Ordinance.

Section 9. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 10. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 11. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 12. This Ordinance shall take effect immediately upon adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2025.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

DRAFT

BUSINESS IMPACT ESTIMATE¹

Meeting Date: 9/8/25

Agenda Item No. 7

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

The proposed Ordinance is related to membership in the Florida Retirement System (FRS); declaring the intent to extend to the police officers of the City, the benefits of the FRS as of October 1, 2025; specifying the employees eligible for participation in FRS; approving and authorizing execution of an agreement with the divisions of retirement for participation in FRS; providing for implementation, severability, conflicts, and an effective date.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: At this time, there's no anticipated impact on businesses.
- b. New Charges/Fees on Businesses Impacted: Unknown at this time
- c. Estimate of Regulatory Costs: Unknown at this time

Good Faith Estimate of Number of Businesses Likely Impacted: None

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. ~~Part II of Chapter 163, F.S.;~~ Development Orders and Development Permits as defined in Section 163.3164, F.S.; Development Agreements pursuant to the Florida Local Government Development Act- SS. 163.322—163.3243
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).
 - e. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-429

Agenda Date: 9/8/2025

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2025-123: ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM ("FRS"); DECLARING THE INTENT TO EXTEND TO THE FIREFIGHTERS OF THE CITY THE BENEFITS OF THE FLORIDA RETIREMENT SYSTEM AS OF OCTOBER 1, 2025; SPECIFYING THE EMPLOYEES ELIGIBLE FOR PARTICIPATION IN FRS; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DIVISION OF RETIREMENT FOR PARTICIPATION IN FRS; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Broward Sheriff's Office ("BSO") transmitted a notice of termination of the City's police and fire services contracts with BSO, with an effective termination date of September 30, 2025. Due to the potential need for the City to explore alternatives for the provision of police and fire services, the City desires to be prepared to facilitate such alternatives.

The enclosed Ordinance, if approved, would permit the City of Deerfield Beach, Florida, to offer the benefits of the Florida Retirement System, effective as of October 1, 2025, to Firefighters employed by the City.

ORDINANCE NO. 2025/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM (“FRS”); DECLARING THE INTENT TO EXTEND TO THE FIREFIGHTERS OF THE CITY THE BENEFITS OF THE FLORIDA RETIREMENT SYSTEM AS OF OCTOBER 1, 2025; SPECIFYING THE EMPLOYEES ELIGIBLE FOR PARTICIPATION IN FRS; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DIVISION OF RETIREMENT FOR PARTICIPATION IN FRS; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the policy and purposes of the City of Deerfield Beach, Florida, (the “City”) to extend to the Firefighters of the City and not excluded by law, the benefits of the Florida Retirement System, on the basis of applicable State laws and amendments thereto, and rules and regulations, authorizing and directing the Chairman (or other chief executive officer) to execute agreements thereto with the Department of Management Services, for coverage of said Firefighters; providing for withholding from salaries and wages of the Firefighters of the City so covered to be made and paid over as provided by applicable State laws or regulations; providing that the City shall appropriate and pay over employer’s contributions and assessments as provided by applicable State laws or regulations; providing that the City shall keep records and make reports as required by applicable State laws or regulations; and

WHEREAS, the City Commission desires to extend the benefits of FRS to the Firefighters of the City of Deerfield Beach and to authorize the actions necessary to make such employees of the City eligible to receive the benefits of FRS.

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

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

Section 2. It is hereby declared to be the policy and purpose of the City of Deerfield Beach Florida that all of the City’s Firefighters, except those excluded by law, shall participate in the Florida Retirement System as authorized by Chapter 121, Florida Statutes. All eligible Firefighters shall be compulsory members of the Florida Retirement System as of the effective date of participation in the Florida Retirement System so stated herein.

Section 3. The City Manager is hereby authorized and directed to execute all necessary agreements and amendments thereto with the Administrator of the Florida Retirement System for the purpose of extending the benefits provided by the Florida Retirement System to the Firefighters of the City as provided by Section 2 & 3 hereof, which agreement shall provide for such methods of administration of the plan the City as are found by the Administrator of the Florida Retirement System to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for service performed on and after the 1st day of October, 2025.

Section 4. Withholding from salaries, wages, or other compensation of the Firefighters for the purpose provided in Section 2 above are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable State laws or regulations, and shall be paid over to the Administrator designated by said laws or regulations to receive such amounts.

Section 5. There shall be appropriated from available funds, derived from General Fund, such amounts and at such times as may be required to pay promptly the contributions and assessments required of the City, as employer, by applicable State laws or regulations, which shall be paid over to the lawfully designated Administrator of the Florida Retirement System at the times and in the manner provided by law and regulation.

Section 6. The City shall keep such records and make such reports as may be required by applicable State laws or regulations, and shall adhere to all laws and regulations relating to the Florida Retirement System.

Section 7. The City does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the Florida Retirement System, for and on behalf of all Firefighters of its departments and agencies to be covered under the agreement.

Section 8. The Chief Financial Officer of the City of Deerfield Beach, Florida, is hereby designated the custodian of all sums withheld from the compensation of Firefighters authorized herein and of the appropriated funds for the employer's contributions as provided in Section 6 above. The Chief Financial Officer is hereby designated the withholding and reporting agent and charged with the duty of maintaining records for the purpose of this Ordinance.

Section 9. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 10. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 11. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 12. This Ordinance shall take effect immediately upon adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2025.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

DRAFT

BUSINESS IMPACT ESTIMATE¹

Meeting Date: 9/8/25

Agenda Item No. 8

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

The proposed Ordinance is related to membership in the Florida Retirement System (FRS); declaring the intent to extend to the firefighters of the City, the benefits of the FRS as of October 1, 2025; specifying the employees eligible for participation in FRS; approving and authorizing execution of an agreement with the divisions of retirement for participation in FRS; providing for implementation, severability, conflicts, and an effective date.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: At this time, there's no anticipated impact on businesses.
- b. New Charges/Fees on Businesses Impacted: Unknown at this time
- c. Estimate of Regulatory Costs: Unknown at this time

Good Faith Estimate of Number of Businesses Likely Impacted: None

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. ~~Part II of Chapter 163, F.S.;~~ Development Orders and Development Permits as defined in Section 163.3164, F.S.; Development Agreements pursuant to the Florida Local Government Development Act- SS. 163.322—163.3243
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).
 - e. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-331

Agenda Date: 9/8/2025

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, adopting the schedule for the Regular City Commission Meetings for fiscal year 2025/2026; 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 purpose of this agenda item is to request City Commission approval of the Regular City Commission meeting schedule for Fiscal Year 2025/2026.

The tentative March 17, 2026 meeting date has been rescheduled to Tuesday, March 31, 2026 due to Broward Days. The tentative April 7, 2026 meeting has been rescheduled to Tuesday, April 14, 2026 in observance of Passover.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE SCHEDULE FOR
THE REGULAR CITY COMMISSION MEETINGS FOR FISCAL YEAR
2025/2026; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, City staff recommends that the Regular City Commission Meeting tentatively scheduled for March 17, 2026, be rescheduled to Tuesday, March 31, 2026, due to Broward Days, and the meeting tentatively scheduled for April 7, 2026, be rescheduled to April 14, 2026, in observance of Passover; and

WHEREAS, the rescheduled meeting dates are reflected in the schedule for Regular City Commission Meetings, attached as Exhibit “A”; and

WHEREAS, the City Commission of the City of Deerfield Beach desires to adopt the schedule for Regular City Commission Meetings for Fiscal Year 2025/2026, attached as Exhibit “A.”

**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 adopts the Regular City Commission Meeting Schedule for Fiscal Year 2025/2026, attached as Exhibit “A.”

Section 3. The City Commission reserves the right to reschedule meetings, schedule special meetings, or take such other actions as it deems appropriate.

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.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



FY26 City Commission Meeting Schedule

Tuesday, October 7, 2025
Tuesday, October 21, 2025
Tuesday, November 4, 2025
Tuesday, November 18, 2025
Tuesday, December 2, 2025
Tuesday, December 16, 2025
Tuesday, January 6, 2026
Tuesday, January 20, 2026
Tuesday, February 3, 2026
Tuesday, February 17, 2026
Tuesday, March 3, 2026
Tuesday, March 31, 2026
Tuesday, April 14, 2026
Tuesday, April 21, 2026
Tuesday, May 5, 2026
Tuesday, May 19, 2026
Tuesday, June 2, 2026
Tuesday, June 16, 2026
Tuesday, July 7, 2026
Tuesday, August 4, 2026
Tuesday, August 18, 2026
Tuesday, September 1, 2026*
Tuesday, September 15, 2026*
Tuesday, October 6, 2026

*subject to change based on budget hearing scheduling requirements



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-422

Agenda Date: 9/8/2025

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 First Amendment to the Interlocal Agreement with Broward County for Broward County staff services in connection with hearings before the County Unsafe Structures Board; authorizing the City Manager to execute the First Amendment; providing for severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City Code provides for an Unsafe Structures and Housing Appeals Board (the "City Board") for the purpose of hearing matters brought by the City building official. However, the City has been unable to appoint members to the City Board, as the City has been unable to locate residents who would meet the requirements necessary to fill the City Board. The City is desirous of utilizing the County Unsafe Structures Board to hear and dispose of cases brought by the City Building Official. The County is willing to prepare and present cases brought by the City Building Official (the "Services").

Current Activity

There are buildings in the City that are unsafe and should be demolished for Health and Safety Reasons and efforts to create a board made up of citizens of the City of Deerfield Beach have been unsuccessful. The City and Broward County (the "County") desire to enter into a First Amendment to the existing interlocal agreement for the Services (the "ILA") to renew the ILA for a five year term, provide for revisions to the compensation rates for the Services and update the notice information and County's custodian of public records. Upon approval, the City would appropriate \$10,000.00 from the abatement fund to process applications to the County for demolition. Under the ILA, the total not to exceed cost from the County per case, without written authorization from the City, is \$1,000.00.

Recommendation

Staff recommends the City Commission approve the ILA with the County for the Services.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR BROWARD COUNTY STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE COUNTY UNSAFE STRUCTURES BOARD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City Code of Ordinances (the “City Code”) provides for an Unsafe Structures and Housing Appeals Board (the “City Board”) for the purpose of hearing matters brought by the building official; and

WHEREAS, the City has been unable to appoint members to the City Board that satisfy all of the required qualifications; and

WHEREAS, Section 2-165 of the City Code provides for the ability to use an alternate unsafe structures board to hear matters brought by the City Building Official; and

WHEREAS, Broward County (the “County”) maintains an Unsafe Structures Board (the “County Board”) that hears and disposes of cases brought by building officials to enforce minimum standards of maintenance for occupied and unoccupied structures and adjacent properties in accordance with the Florida Building Code; and

WHEREAS, pursuant to Chapter 5 of the County Code of Ordinances and Section 116 of the Florida Building Code, the County Board has the authority to hear and dispose of cases brought by the City Building Official; and

WHEREAS, the City and the County entered into that certain Interlocal Agreement for Broward County Staff Services in Connection with Hearings Before the Unsafe Structures Board, recorded on September 24, 2020, and recorded at Instrument #116752163 of the Official Records of Broward County (the “ILA”); and

WHEREAS, the ILA is set to expire on September 30, 2025, and provides for renewal for additional five (5) year periods upon request of the City and upon acceptance by the County Administrator; and

WHEREAS, the City desires to utilize the County Board to hear and dispose of unsafe structure cases brought by the City Building Official and the County is willing to prepare and present unsafe structures cases brought by the City Building Official (the “Services”); and

WHEREAS, the City and County desire to enter into the First Amendment to the ILA, attached and incorporated herein as Exhibit “A,” (the “First Amendment”) to renew the ILA for a

five year term, provide for revisions to the compensation rates for the Services and update the notice information and County's custodian of public records; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the First Amendment, attached as Exhibit "A," for the Services.

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

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

Section 2. The City Commission hereby approves the First Amendment to the ILA with the County, attached as Exhibit "A".

Section 3. The City Manager is hereby authorized to execute the First Amendment, attached as Exhibit "A," together with such non-substantial changes as are deemed acceptable by the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR
BROWARD COUNTY STAFF SERVICES
IN CONNECTION WITH HEARINGS BEFORE THE
UNSAFE STRUCTURES BOARD

This First Amendment to Interlocal Agreement is made and entered into between:
Broward County, a political subdivision of the state of Florida, hereinafter referred to as
"County,"

and

City of Deerfield Beach, a municipal corporation existing under the laws of the state
of Florida, hereinafter referred to as "City" (collectively referred to as the "Parties").

A. City and County entered into that certain Interlocal Agreement for Broward
County Staff Services in Connection with Hearings Before the Unsafe Structures Board,
recorded on September 24, 2020, and recorded at Instrument #116752163 of the Official
Records of Broward County ("Agreement").

B. The Agreement was entered into pursuant to Section 163.01, Florida
Statutes, also known as the "Florida Intergovernmental Cooperation Act of 1969",.

C. The Agreement is set to expire on September 30, 2025, and provides for
renewal for additional five (5) year periods upon request of City and upon acceptance by
County Administrator.

D. City has requested that the Agreement be renewed for an additional five (5)
year period, commencing on October 1, 2025, and terminating on September 30, 2030.

E. County, through the Building Code Division of the Resilient Environment
Department, agrees to continue to provide services for an additional five (5) year period.

F. County is also desirous of amending Article 3 of the Agreement to reflect the current compensation rates for persons providing Services and to increase the annual adjustment to ten percent (10%) per year, consistent with the County's costs; Article 5 regarding Governmental Immunity and Indemnification; and Article 8 and Section 9.1 to update the information related to the Building Code Division and County's custodian of public records.

Now, therefore, in consideration of the mutual covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (with deletions being indicated by ~~striketroughs~~ and additions being indicated by **bold/underlining**):

1. The Recitals contained above are true and correct, form a material part of this First Amendment upon which the Parties have relied, and are incorporated by reference.

2. Article 3, Compensation, is hereby Paragraph 3.1 of the Agreement is hereby amended to read as follows:

3.1 From the date of execution of this Amendment by the Parties up to and including September 30, 2025, County will provide Services at the rate of ~~Eighty-five and 67/100~~ **Ninety-two and 87/100** Dollars (\$85.67 **92.87**) per hour for the Code Enforcement Officer, ~~Ninety-nine and 05/100~~ **Dollars (\$99.05) per hour for the Chief Building Code Inspector,** and ~~Thirty-seven and 70/100~~ **Thirty-nine and 60/100** Dollars (\$37.70 **39.60**) per hour for clerical support. **Commencing on October 1, 2025, County will provide Code Enforcement Officer Services at the rate of Ninety-seven and 51/100 Dollars (\$97.51) per hour.** Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by City prior to the overtime Services being provided, shall be at one and one half (1½) the normal hourly rate. All hourly charges will be billed in increments of thirty (30) minutes. County shall not exceed a cost, per case, of ~~Five Hundred~~ **One Thousand** and 00/100 **Dollars (\$500.00 1,000.00)** without written authorization from City. All costs shall be properly documented and such documentation provided to City with the monthly invoices.

...

3.4 The amounts set forth above ~~will~~ **may** be adjusted annually by County by an amount not to exceed ~~five~~ **ten** percent (~~5~~ **10**%) each year, to address increases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding

five ~~ten~~ percent (~~5~~ **10**%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1st of each year, County will provide City with written notice of anticipated increases, if any. **Absent an objection from the City Manager, Any increases will take effect on October 1st following the May 1st notification. If an objection is received from City, this Agreement shall terminate on September 30th, following the May 1st notification.**

3. Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1 This Agreement will commence on the date it is fully executed by the Parties and shall continue in full force and effect until midnight, ~~September 30, 2025~~ **September 30, 2030.**

4. Article 5, Governmental Immunity; Indemnification, is hereby amended to read as follows:

Except to the extent sovereign immunity may be deemed waived by entering into his Agreement. ~~Nothing~~ herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and County are state agencies or political subdivisions as defined in Chapter 786.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent ~~permitted~~ **required** by law. Notwithstanding the foregoing and to the extent City presents cases before the Board pursuant to this Agreement, the Board is not an agent of County. Accordingly, City agrees to indemnify and defend Broward County and its officers, directors, agents, and the Board from any and all claims, causes of action, and demands of any nature, whether known or unknown, arising out of or in connection with the Board's disposition of any cases(s) heard on behalf of City pursuant to this Agreement.

5. Article 8, Notices, is hereby amended to read as follows:

Any and all notice required or given under this Agreement shall be in writing and may be delivered in person or by placing in United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

To County:
Director, Broward County Building Code ~~Services~~ Division
~~1 North University Drive~~
~~Building B, Box 302~~

~~Plantation, Florida 33324~~
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, FL 33312

. . .

6. Section 9.1 of the Agreement is hereby amended to read as follows:

- 9.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, ~~BARRY BALLESTER~~ SHERYL PAGE, AT (954) 765-5500, ext. ~~9803~~ 9807, BBALLESTER@broward.org, ~~ONE NORTH UNIVERSITY DRIVE, PLANTATION, FLORIDA 33324~~ SPAGE@broward.org, 2307 WEST BROWARD BLVD., SUITE 300, FORT LAUDERDALE, FL 33312, OR SAMANTHA GILLYARD, AT (954) 489-4213, SGILLYARD@deerfield-beach.com, 150 NE 2ND AVENUE, DEERFIELD BEACH, FLORIDA, 33441.

7. Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.
8. In the event of any conflict of ambiguity by and between the terms and provisions of this First Amendment and the Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict.
9. This First Amendment shall be recorded in the Official Records of Broward County at City's expense.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Interlocal Agreement on the respective dates under each signature: Broward County, through its County Administrator, authorized to execute same by Section 9.7 of the Interlocal Agreement; and the City of Deerfield Beach, signing by and through its _____, duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Signature

By: _____
Monica Cepero
County Administrator

Print Name

____ day of _____, 2025

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Print Name

By _____
Maite Azcoitia
Deputy County Attorney

____ day of _____, 2025

MA/
BCD ILA Deerfield_unsafe 1st amend
08/14/25
60053-0000

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR BROWARD COUNTY
STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE UNSAFE
STRUCTURES BOARD

City

City of Deerfield Beach

Attest:

By _____
Mayor

City Clerk

_____ day of _____, 2025

Approved as to form:

By _____
City Attorney



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-431

Agenda Date: 9/8/2025

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 \$350,000.00 relating to additional streetlight maintenance, repair and relocation services for citywide streetlights; providing for implementation and an effective date. (*Funds from multiple accounts*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$350,000.00

Account Name: Road & Bridge Fund/Street Lighting

Account Number: 118-400-360-4100-000-54100-503306

Secondary Account Name: Road & Bridge/Fund Balance Reserves

Secondary Account Number: 118-930-130-9990-000-54100-509000

Background/History

The City is responsible for maintaining City streetlights throughout the City. This includes repairs to fixtures, replacement of cabling, and replacing and relocating poles and fixtures as required due to malfunctions, accidents, theft, and other unforeseen circumstances. For these needs, the City budgets approximately \$265,000 annually. Unfortunately, this year, several cities in Broward County, including Deerfield Beach, were victim to copper wire theft from their street lighting system in which several poles along major roadways were vandalized in order to steal the copper wire. The City was forced to expense all of its budgeted funds for these repairs, but the total cost of repairs exceeds the budgeted amount by \$350,000.00.

Current Activity

The City has replaced miles of light poles where the copper has been stolen. At this time, the City has replaced almost 90% of its poles with aluminum wire, which is not as valuable as copper and therefore not prone to theft. Additionally, the City has replaced several poles due to accidents involving vehicles hitting poles. Due to these unforeseen improvements to light poles, the department has exceeded its annual budget amount for light pole repair and replacement.

Recommendation

Staff recommends that the City Commission approve additional funds for payment to city contractors for the relocation/removal of light poles and reinstallation of wiring, in the amount of \$350,000.00.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING INCREASED
EXPENDITURES IN THE AMOUNT OF \$350,000.00 RELATING TO
ADDITIONAL STREETLIGHT MAINTENANCE, REPAIR AND
RELOCATION SERVICES FOR CITY STREETLIGHTS; PROVIDING
FOR IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, the City is responsible for the maintenance of City streetlights throughout the City, which includes repairs to fixtures, replacement of cabling and poles, and relocation of poles and fixtures due to malfunctions, accidents, thefts, and other unforeseen circumstances (collectively, the “Work”); and

WHEREAS, the 2025 Fiscal Year Budget allocated approximately \$265,000.00 to be utilized over the course of the fiscal year for such Work; and

WHEREAS, during the current 2025 Fiscal Year, the City, as well as other Broward County municipalities, was the victim of significant copper wire theft from its streetlighting systems, whereby several streetlight poles along major roadways were vandalized for the purpose of stealing the copper wire; and

WHEREAS, the City has replaced almost 90% of its poles with aluminum wiring, which is not prone to theft, and repaired other poles that have been damaged due to vehicle accidents; and

WHEREAS, due to these unexpected unforeseen conditions, the cost for the Work has exceeded the current Fiscal Year Budget and the Department retained various contractors to provide services for the relocation and removal of streetlight poles and the reinstallation of wiring; however, it was determined that the Purchase Order requests for such services would exceed the 2025 Fiscal Year Budget Allocation ; and

WHEREAS, after reviewing all costs for the Work to date, it was determined that the current budget allocation needs to be increased by \$350,000.00, which will reflect the streetlight pole services provided by various City contractors, including FPL; and

WHEREAS, staff recommends that the City Commission approve the increased expenditure for additional streetlight maintenance, repair, and relocation of citywide streetlights in the amount of \$350,000.00.

**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 additional expenditures for the additional Citywide streetlight pole maintenance, repair and relocation Work in the amount of \$350,000.00.

Section 3. The appropriate City officials are authorized to execute and issue the appropriate Purchase Order(s) to the City's Contractors for the Work provided.

Section 4. 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 appropriations to effectuate payment of the Purchase Orders.

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-432

Agenda Date: 9/8/2025

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 issuance of a purchase order to Evoqua Water Technologies, LLC, to furnish two fybroc recirculation pumps (scrubber pumps) for the West Water Treatment Plant in an amount not to exceed \$66,432.34; approving the issuance of a purchase order to Water Treatment & Controls Technology, Inc. to furnish chlorine and ammonia equipment services for the Water Plant in an amount not to exceed \$21,376.00; approving both purchases in accordance with Section 38-116(3)d.2 of the City's Procurement Code for non-declared emergency acquisitions; providing for implementation and an effective date. (Funds from multiple accounts)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$87,808.34

Account Name: REPAIRS AND MAINT EQUIPMENT

Account Number: 401-300-360-3602-000-53600-503105

Secondary Account Name: IMPR OTHER THAN BUILDINGS

Secondary Account Number: 401-300-360-3602-000-53600-506031

Background/History

The chlorine required for the Elemental Chlorine Disinfection System is received at the water plant in 2000 lb. pressurized vessels. Chlorine gas poses a significant hazard to human health. It is toxic and heavier than air and, therefore, when released, it will displace it. For this reason, proper functioning of this system's components, including the scrubber, piping, valves, and switches, are critical to protecting the lives of the public, plant employees, and personnel assigned to address these emergencies. This is also a requirement of the plant's Risk Management Plan (RMP), which is a regulatory requirement for treatment plants using this type of disinfection method.

Two pumps of the chlorine-scrubbing equipment are inoperable and beyond repair, and preventive maintenance of other components such as chlorinators, valves, filters, and switches, is past due. The reason the upkeep of this system was not prioritized over the last several months, is that with the sodium hypochlorite project (chlorine conversion), it would be decommissioned. However, the chlorine conversion construction contract was recently terminated by the City for convenience due to a dispute with the Contractor, and the new expected completion/commissioning date is uncertain. Safety considerations make it extremely important, for the time being, to maintain the existing disinfection system in reliable operation.

Current Activity

As part of the evaluation that Jacobs is performing on necessary improvements regarding the water plant, they have identified the need for emergency approval for the purchase of two pumps associated with the subject system and obtaining services for preventive maintenance on other related components. According to market research, the expected delivery time of the scrubber pumps is approximately sixteen weeks, since they are of special design and manufacturing, and not readily available. Expediting the purchase order is needed to avoid prolonging the time even more until having this system fully operational as designed, including redundancy. Completing maintenance on the other components is a measure taken to minimize risks of accidental chlorine gas release.

The requisite purchase requests are in accordance with Section 38-116(3)d.2.ii. of the City's Procurement Code for emergency acquisitions. City Staff has obtained a quote from Evoqua Water Technologies, LLC ("Evoqua") for the purchase of the two scrubber pumps in an amount not to exceed \$66,432.34 as well as a quote from Water Treatment & Controls Technology, Inc. ("WTCT") for the chlorine and ammonia equipment services in an amount not to exceed \$21,376.00.

Recommendation

Staff recommends that the City Commission approve the emergency request and authorize the issuance of purchase orders to 1) Evoqua for the purchase of two pumps associated with the subject system, and 2) WTCT to obtain services for preventive maintenance on other related components, in the total aggregate amount not to exceed \$87,808.34.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO EVOQUA WATER TECHNOLOGIES, LLC, TO FURNISH TWO FYBROC RECIRCULATION PUMPS (SCRUBBER PUMPS) FOR THE WEST WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$66,432.34; APPROVING THE ISSUANCE OF A PURCHASE ORDER TO WATER TREATMENT & CONTROLS TECHNOLOGY, INC. TO FURNISH CHLORINE AND AMMONIA EQUIPMENT SERVICES FOR THE WATER PLANT IN AN AMOUNT NOT TO EXCEED \$21,376.00; APPROVING BOTH PURCHASES IN ACCORDANCE WITH SECTION 38-116(3)d.2 OF THE CITY'S PROCUREMENT CODE FOR NON-DECLARED EMERGENCY ACQUISITIONS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City's West Water Treatment Plant (the "Plant") operates the elemental chlorine disinfection system (the "System"), which utilizes scrubber pumps and equipment; and

WHEREAS, as the City's intent was to proceed with the sodium hypochlorite project (the "Chlorine Conversion Project") and the System was intended to be decommissioned; however, due to changes with the Chlorine Conversion Project, such decommission of the System has been postponed; and

WHEREAS, due to the re-evaluation of the Chlorine Conversion Project, the current System needs to be maintained, and currently two pumps of the chlorine scrubbing equipment are inoperable and beyond repair, and preventive maintenance of other components such as chlorinators, valves, filters and switches is necessary; and

WHEREAS, the scrubber pumps' function is to circulate and spray a caustic chemical insider the scrubber to neutralize chlorine before discharging this gas into the atmosphere outside the chlorine storage room, after an accidental release; and

WHEREAS, this disinfection method is a requirement of the Plant's Risk Management and is a regulatory requirement for treatment plants, as the chlorine gas poses a significant hazard to human health and safety due to its toxicity; and

WHEREAS, due to the exigent circumstances and the immediate need to ensure the System is properly functioning, there is a critical need to obtain the proper equipment that are of a special design and are not readily available and expected delivery time for the required scrubber pumps is approximately 16 weeks; and

WHEREAS, Section 38-116(3)d.2.ii of the Procurement Code addresses non-declared emergencies under which the City Commission may enter into contracts without utilizing a sealed competitive method or written quotations method; and

WHEREAS, in order to avoid prolonging more time for the existing System to be fully operational as designed, including redundancy, it is necessary to expedite purchase orders to ensure completion of the proper maintenance to minimize the risks of accidental chlorine gas release; and

WHEREAS, City staff has obtained a quote from Evoqua Water Technologies, LLC (“Evoqua”) for the two Fybroc Recirculation Pumps (the “Scrubber Pumps”) in the amount of \$66,432.34; and

WHEREAS, City staff has obtained a quote from Water Treatment & Controls Technology, Inc. (“WTCT”) for the chlorine and ammonia equipment services (“Chlorine and Equipment Services”) in the amount of \$21,376.00; and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of purchase orders to Evoqua and WTCT for the purchase of the required Scrubber Pumps (\$66,432.34) and Chlorine and Equipment Services (\$21,376.00) for an aggregated amount not to exceed \$87,808.34 (collectively, the “Purchase Orders”); and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the issuance of the Purchase Orders to Evoqua and WTCT in the aggregate amount not to exceed \$87,808.34 pursuant to Section 38-116(3)d.2.ii of the Procurement Code.

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 and authorizes the issuance of a Purchase Order to Evoqua in an amount not to exceed \$66,432.34 for the purchase of the two Fybroc Recirculation Pumps.

Section 3. The City Commission hereby approves and authorizes the issuance of a Purchase Order to Water Treatment & Controls Technology, Inc. in an amount not to exceed \$21,376.00.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Mr. Romley Brimlow, City Manager

FROM: John Holdman, Water Treatment Plant Manager
Francisco Martinez, Jacobs

DATE: August 13, 2025

RE: Water Plant Emergency Purchase for Maintenance and Repairs of the plant's Elemental Chlorine Disinfection System

The West Water Plant is requesting emergency approval for the purchase of two pumps associated with the subject system and obtaining services for preventive maintenance on other related components. Currently, two pumps of the chlorine scrubbing equipment are inoperable and beyond repair, and preventive maintenance of other components such as chlorinators, valves, filters, and switches, is past due. The reason the upkeep of this system was not prioritized over the last several months, is that with the sodium hypochlorite project (chlorine conversion), it would be decommissioned. However, due to contractual disputes, the construction contract was terminated by the City for convenience, and the new expected completion/commissioning date is uncertain. Safety considerations make extremely important for the time being, to maintain the existing disinfection system in reliable operation.

The scrubber pumps' function is to circulate and spray a chemical (caustic) inside the scrubber, to neutralize chlorine before discharging this gas into the atmosphere outside the chlorine storage room, after an accidental release. Chlorine is received at the plant in 2000 lbs. pressurized vessels. When released into the atmosphere, the chemical expands into gas, increasing its volume by a factor of 460. Chlorine gas poses a significant hazard to human health. It is toxic and heavier than air and therefore when released, it will displace it. For this reason, proper functioning of this system components including the scrubber, piping, valves, and switches, are critical to protect the lives of public, plant employees, and personnel assigned to address these emergencies. This is also a requirement of the plant's Risk Management Plan (RMP), which is a regulatory requirement for treatment plants using this type of disinfection method.

According to market research, the expected delivery time of the scrubber pumps is approximately sixteen weeks, since these are of special design and manufacturing and not readily available. Expediting the purchase order is needed to avoid prolonging even more the time until having this system fully operational as designed, including redundancy. Completing maintenance on the other components is a measure taken to minimize risks of accidental chlorine gas release.

Scrubber Circulating Pumps: Vendor - Xylem

The pumps will be installed by the plant's crew.

Total quote for these pumps (2): \$66,432.34

Account 401-300-360-3602-000-53600-506031-IMPR OTHER THAN BUILDINGS

Other related components maintenance: Vendor – Water Treatment and Control Technologies

Total quote: \$21,376.00 (Including parts and labor)

Account 401-300-360-3602-000-53600-503105-REPAIRS AND MAINT EQUIPMENT

We appreciate your consideration of the above recommendation and kindly request approval for an Emergency Purchase Order.

Thank You

John Holdman, Water Plant Manager

If you have any further questions, don't hesitate to get in touch with me at (950)250-4337



(850) 474-1805
(800) 826-7699
(850) 474-1776 FAX

9900A N. PALAFOX STREET • PENSACOLA, FLORIDA 32534-1227

July 29, 2025

Larry Koontz
Water Plant Manager
City of Deerfield Beach
290 Goolsby Blvd.
Deerfield Beach, FL 33442
(954) 250-4304 – Phone
Email: lkoontz@deerfieldbeachfl.gov

RE: Evoqua/Wallace & Tiernan Chlorine and Ammonia Equipment Service
Quotation Number: 062625-MRA

Larry,

We are pleased to offer you a quotation for the service to your chlorination and ammonia feed system. Our quotation includes the repair and replacement of the following equipment.

CHLORINE EQUIPMENT

- | | |
|------------------|---|
| Three (3) | Model V2030 Vacuum Chlorinators <ul style="list-style-type: none">• Service with new PM kits and diaphragms |
| Two (2) | 2" Injectors <ul style="list-style-type: none">• Service with new PM kits |
| One (1) | 3,000 ppd Automatic Switchover Vacuum Regulator <ul style="list-style-type: none">• Service with new PM kit, diaphragms, stem unit, cartridge unit, groove pin, spool detent |
| Two (2) | Inline Chlorine Filters <ul style="list-style-type: none">• Replace filters, filter inserts, filter pads and lead gaskets |

AMMONIA EQUIPMENT

- | | |
|----------------|---|
| Two (2) | Model 60-225 Direct Feed Ammoniators <ul style="list-style-type: none">• Service with new PM Kits |
| Two (2) | Model 50-185 Pressure Reducing Valves <ul style="list-style-type: none">• Service with new PM kits |

One (1) Service Technician Labor, Travel and Overnight Per Diem Expense

Price - \$21,376.00

- **NOTE:** *Only the parts and services listed are included in the price. If after disassembly any parts found damaged or in need of replacement for safe operation you will be notified for your approval before we proceed. Additional parts are billed at factory price and labor at \$150.00 per hour.*

Water Treatment and Controls Company Standard Terms and Conditions apply and are attached.
If you have any further questions, you may reach me at: (352) 267-3223.

Best regards,
Mike Robbins



(850) 474-1805
(800) 826-7699
(850) 474-1776 FAX

9900A N. PALAFOX STREET • PENSACOLA, FLORIDA 32534-1227

Standard Terms and Conditions:

1. Quotation is valid for 30 days
2. Quotation includes only the items and services specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, etc. unless specifically listed.
3. Quotation and order acceptance are subject to buyer's approved credit.
4. Payment term is Net 30 Days.
5. **PLEASE NOTE: All pricing anticipates payment by check or ACH. Due to additional costs incurred, payments by credit card will require an additional "pass through" 3% processing fee for acceptance.**
6. Delivery shall be F.O.B. Shipping Point. Freight charges will be prepaid and added to the total unless otherwise instructed and agreed to.
7. All applicable taxes or government charges upon the sale, shipment, and/or use of equipment/services covered by the proposal shall be added to the total price and paid by the buyer. Please add any and all taxes to the total quotation price.
8. Allow 3 to 5 weeks for shipment after receipt of an approved written purchase order.
9. All orders are subject to a 25% restocking fee upon cancellation and if restockable.
10. Submittal and Operating & Maintenance Manuals may be available upon request and subject to extra charge(s).
11. Additional Startup & Technical Services available at additional expense.
12. WTC shall be entitled to receive reasonable attorneys and collection fees on matters arising out of this quotation.

Please call for any assistance or questions regarding the scope of materials or Terms & Conditions.

Vs. 06-22-2017

RE: Evoqua/Wallace & Tiernan Chlorine and Ammonia Equipment Service
Quotation Number: 062625-MRA

July 29, 2025

Larry Koontz
Water Plant Maintenance Superintendent
City of Deerfield Beach
290 Goolsby Blvd
Deerfield Beach, FL 33442
Phone: (954) 931-2818
Email: lkoontz@deerfieldbeachfl.gov

**RE: FYBROC RECIRCULATION PUMPS
CITY OF DEERFIELD BEACH, FL – WTP EVSS SCRUBBER
Evoqua Quote No. 2025-00766454R1 AM VP**

Dear Mr. Koontz,

Thank you again for your continued partnership with Evoqua Water Technologies LLC. We are pleased to offer you the following proposal for a pair of replacement Fybroc Recirculation Pumps. Pumps are a direct factory replacement of current Fybroc Recirculation Pump with Serial # 981720.

PRICING:

Qty	UOM	Description	Unit Selling Price	Extended Selling Price
2	EA	FYBROC RECIRCULATION PUMP MODEL 5500 550 GPM @ 55' TDH – 3" DISCHARGE, 4" SUCTION DIRECT REPLACEMENT FOR SERIAL # 981720	\$32,753.84	\$65,507.68
1	EA	SHIPPING & HANDLING		\$924.66

Total Net Price: \$66,432.34

SCHEDULE:

Typical lead-time from the factory is 16-18 weeks ARO.

NOTES:

Offloading and installation of replacement recirculation pumps by others.

20 HP, 3600 RPM, NEMA, 256TC Frame motors *not included* - to be supplied and installed by others.

Terms of Payment are NET 30 days from date of invoice.

This price does not include any applicable taxes.

Due to current volatility in the market, pricing associated with this quote will remain firm for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Terms and Conditions of the existing contract are considered part of this proposal and shall prevail.

Thank you for considering Evoqua Water Technologies for your EVSS equipment needs. If you have any questions or need additional information, please feel free to contact me at any time.

Sincerely,

Richard Sanchez

Richard Sanchez
Executive Sales Representative
Cell Phone: (561) 917-0251
Email: richard.sanchez@xylem.com

**RE: FYBROC RECIRCULATION PUMPS
CITY OF DEERFIELD BEACH, FL – WTP EVSS SCRUBBER
Evoqua Quote No. 2025-00766454R1 AM VP**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number: _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faq> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-424

Agenda Date: 9/8/2025

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 Achieve University, Inc. to host the "All in Florida Vipers by Achieve" fundraiser special event taking place at the Johnny L. Tigner Community Center on October 25, 2025, from 4:00 pm to 10:00 pm; 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

Achieve University Inc. has submitted a Special Event Application to host a fundraiser, "All in" Florida Vipers by Achieve, on Saturday, October 25, 2025, at the Johnny L. Tigner Center within the Ballroom. The event will include food, drinks, and a fundraiser from 4 PM to 10 PM.

As this is the first annual event, Achieve University, Inc. desires to require donations/fundraising for the ticket entrance to the event and food and drink sales. Thus, Achieve University is requesting that the City Commission permit the required donations for attending the event and the requested alcohol sales.

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

Recommendation

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

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY ACHIEVE UNIVERSITY, INC. TO HOST THE “ALL IN FLORIDA VIPERS BY ACHIEVE” FUNDRAISER SPECIAL EVENT TAKING PLACE AT THE JOHNNY L. TIGNER COMMUNITY CENTER ON OCTOBER 25, 2025, FROM 4:00 PM TO 10:00 PM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Achieve University, Inc. (the “Applicant”) intends to host a fundraiser known as the “All In Florida Vipers by Achieve” within the Ballroom at the Johnny L. Tigner Community Center on Saturday October 25, 2025, from 4:00 p.m. to 10:00 p.m. (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”), the Event is open to the public with approximately 50-100 individuals anticipated to attend the Event; and

WHEREAS, the Applicant intends on requiring donations for ticket entrance to the Event and serving alcohol at the Event; and

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

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Applicant’s ticket sales for donations to the Event, subject to the Applicant complying with all applicable federal, state, and local laws in connection with the Event.

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

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

Section 2. The City Commission 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 ticket sales and the serving of alcohol during the Event.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

Special Event Application

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

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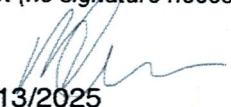
**Above is for City use only*

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

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

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

APPLICANT INFORMATION	
Organization Name: <u>Achieve University INC</u>	
Contact Name: <u>Marjorie McThay</u>	Contact Phone: <u>954 668 1328</u>
Email Address: <u>connectflv@gmail.com</u>	
Address: <u>1241 SW 10th St</u> City, State, ZIP: <u>Deerfield Beach</u>	
Organization Status:	
☐ For Profit	
☒ Non-Profit (must include IRS 501(c) tax exempt letter)	
☐ Other:	

EVENT INFORMATION																													
Event Name: "All in" for Florida Vipers by Achieve U		Proposed Date: 10/25/2025	Alternative Date: N/A																										
Event Address: 435 SW 2nd st		City, State, ZIP: Deerfield Beach																											
Venue/Location Name (if applicable): Johnny L Tigner Community Center																													
Type of Event: Fundraiser event																													
Description of Event: Parent fundraising event for non profit basketball organization																													
<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>10/25/2025</td> <td>Saturday</td> <td>4pm</td> <td>5pm</td> </tr> <tr> <td>Event Start</td> <td>10/25/2025</td> <td>Saturday</td> <td>6pm</td> <td>10pm</td> </tr> <tr> <td>Event End</td> <td>10/25/2025</td> <td>Saturday</td> <td>10pm</td> <td>10pm</td> </tr> <tr> <td>Breakdown</td> <td>10/25/2025</td> <td>Saturday</td> <td>9pm</td> <td>10pm</td> </tr> </tbody> </table>						Date	Day	Start Time	End Time	Setup	10/25/2025	Saturday	4pm	5pm	Event Start	10/25/2025	Saturday	6pm	10pm	Event End	10/25/2025	Saturday	10pm	10pm	Breakdown	10/25/2025	Saturday	9pm	10pm
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Event End	10/25/2025	Saturday	10pm	10pm																									
Breakdown	10/25/2025	Saturday	9pm	10pm																									
# of years this event has taken place (including previous locations & attendance if applicable):																													
First year																													
Anticipated Attendance: 50-100																													
Property Owner Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. <i>*City property is exempt (no signature necessary).</i>																													
Name:		Signature: 																											
Phone:		Date: 8/13/2025																											
*Additional documentation may be requested depending on location of event																													
Will you require the use of a City park? If yes, please specify park: No																													
*City park must have a park rental permit																													
Will your event require use of the beach? No																													
☐ 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

*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: MM

*Request forms available through Special_Details@sheriff.org

PROMOTIONAL INFORMATION

Website/Social Media: instagram: @achieveuniversityflv
website: Floridavipersacademy.com

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

Social Media & website

Promotional & Event Signs/Banners

Sign/Banner Size	Location	Description
<u>95" x 96"</u>	<u>Johnny L. Tigner Comm. Center</u>	<u>Step-n-repeat backdrop</u>

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): donation fee for a ticket entrance

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: MRM

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, Marjorie C. McThay, individually and as the agent/
(Individual's Name)

representing Achieve University, Inc, 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

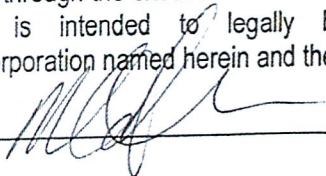
"All in" for Florida Vipers by Achieve University, Inc. during the conduct
(Vendor/Company's Name/description of service/performance/product being sold)

of September 20, 2025 (the "Special Event") being held at Johnny L. Tigner
on the date(s) of:
Community Center 435 SW 2nd St Deerfield
Beach FL 33441

Such obligation to indemnify and hold harmless and defend shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses, attorney's fees and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

I agree that through the execution of this document by me and/or by an authorized representative, that this agreement is intended to legally bind myself, the authorized representative, agent, the company/corporation named herein and their heirs executors, administrators and corporate officers.

Signature



Print Name

Marjorie C. McThay

Director of Operations
Title

954 668 1328
Daytime phone number

Date: 7/2/2025

Address: 4100 N. Powerline Rd Unit 01

City: Pompano Beach State: FL Zip: 33073

Witness:


Signature

Print Name: Brandon McThay Date: 7/02/2025



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

ACHIEVE UNIVERSITY INC
1241 SW 10TH TER
DEERFIELD BEACH, FL 33441

Date:
03/15/2023
Employer ID number:
92-2162565
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 13, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053469002253

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2025

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 K&K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, IN 46801-2338	CONTACT NAME: MM - Amateur Sports - Teams, Leagues and Associations PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105 E-MAIL: info@sportsinsurance-kk.com ADDRESS: PRODUCER CUSTOMER ID:																					
INSURED Achieve University Inc DBA: Achieve University powered by Florida Vipers Sports Program 4100 N Powerline Rd Pompano Beach, FL 33064 A Member of the Sports, Leisure & Entertainment RPG	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AIG Specialty Insurance Company	26883	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: U00129041

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:	X		9YAPG0001334486100	10/16/2024 12:01 AM EDT	10/16/2025 12:01 AM	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							PROFESSIONAL LIABILITY	\$2,000,000
							Legal Liability to Participants	\$2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ NOT PROVIDED WHILE IN HAWAII			9YAPG0001334486100	10/16/2024 12:01 AM EDT	10/16/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							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? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486100	10/16/2024 12:01 AM EDT	10/16/2025 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

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

Sport(s): Basketball Age(s): 12 & Under, 13-15, 16-19, Over 19

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.

CERTIFICATE HOLDERBroward Sheriff's Office
2601 W Broward Blvd
Fort Lauderdale, FL 33312
Owner/Manager/Lessor of Premises**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



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DATE (MM/DD/YYYY)

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COVERAGES

CERTIFICATE NUMBER: U00129040

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.

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CERTIFICATE HOLDERCity of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441
Owner/Manager/Lessor of Premises**CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-384

Agenda Date: 9/8/2025

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 a facility use agreement with Brazil USA Toastmasters Club - 28678766 for public speaking and leadership classes at the Hillsboro Technology Center; approving a per meeting flat rate for facility use and waiving the hourly facility use rate to support the training within the City; providing for execution, severability, 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

We currently do not have a formal agreement in place with this group; however, we have been collaborating with the Toastmasters organizations for several years. This is the first non-English-speaking group we've engaged with, and given Deerfield Beach's large Brazilian population, we believe this partnership has the potential to be a valuable asset to our community.

Current Activity

The Facility Use Agreement is for non-exclusive use of the Community Center. Brazil USA Toastmasters Club ("Brazil USA") will conduct the training one time a week, for fifty weeks. The organization must use its best efforts to maintain a minimum of 30% of the total participants as residents of Deerfield Beach. The City will retain a \$150.00 security deposit, and Brazil USA must submit the proper insurance and indemnification. Toastmasters is required to follow all facility rules and regulations. Brazil USA is requesting that the current facility use hourly rate of \$25.00 per hour be waived and be replaced with a flat rate of 25.00 per meeting.

Recommendation

It is the recommendation of staff to approve the Facility Use Agreement between the City and Brazil USA Toastmasters Club, and waive the facility use hourly rate and replace it with a flat rate of \$25.00 per meeting.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH BRAZIL USA TOASTMASTERS CLUB – 28678766 FOR PUBLIC SPEAKING AND LEADERSHIP CLASSES AT THE HILLSBORO TECHNOLOGY CENTER; APPROVING A PER MEETING FLAT RATE FOR FACILITY USE AND WAIVING THE HOURLY FACILITY USE RATE TO SUPPORT THE TRAINING WITHIN THE CITY; PROVIDING FOR EXECUTION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Toastmasters International (“Toastmasters”) is a US headquartered non-profit organization that operates clubs worldwide for the purpose of helping people develop communication, public speaking, and leadership skills through a worldwide network of clubs; and

WHEREAS, Brazil USA Toastmasters Club – 28678766 (“Brazil USA”) is one of Toastmasters’ clubs that teaches public speaking and leadership skills through a worldwide network of clubs; and

WHEREAS, the City owns and operates the Hillsboro Technology Center (the “Center”), which is suitable for use by Brazil USA for its public speaking and leadership classes and programming (the “Training”); and

WHEREAS, Brazil USA has requested the use of the Center to conduct the Training not to exceed one night per week for approximately 50 weeks (the “Facility Use”); and

WHEREAS, Brazil USA has committed to use best efforts to achieve a minimum of thirty percent (30%) of the total participation in the Training by City residents and has requested a \$25 per meeting flat rate for the Facility Use and waiver of the hourly facility use rate of \$25 per hour to support the Training within the City; and

WHEREAS, City staff recommends approving the Facility Use, and a Facility Use Agreement with Brazil USA, attached as Exhibit “1” (the “Agreement”), to support the Training within the City for an initial one-year period, with one additional one-year renewal option; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Facility Use, approve a \$25 per meeting flat rate for the Facility Use and waiver of the hourly facility use rate of \$25 per hour for the Facility Use (the “Fee Waiver”) and authorize execution of the Agreement with Brazil USA.

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 authorizes and approves the Facility Use by Brazil USA for the Training subject to the terms of the Agreement.

Section 3. The City Commission hereby approves the Facility Use Agreement with Brazil USA, attached as Exhibit “1,” for the implementation of the Training.

Section 4. The City Commission hereby finds that the Fee Waiver from an hourly rate to a per meeting flat rate of \$25.00 for the Facility Use in accordance with the terms of the Agreement serves the public interests of the citizens of the City and is hereby approved.

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 BRAZIL USA TOASTMASTERS CLUB**

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), between the City of Deerfield Beach, Florida, (the "CITY"), and Brazil USA Toastmasters Club (Club No. 28678766) the "LICENSEE").

WHEREAS, Toastmasters International ("Toastmasters") is a US headquartered non-profit organization that operates clubs worldwide for the purpose of helping people develop communication, public speaking, and leadership skills through a worldwide network of clubs; and

WHEREAS, LICENSEE is one of Toastmaster's clubs that teaches public speaking and leadership skills; and

WHEREAS, the City owns and operates facilities, including the Hillsboro Technology Center (the "Center"), which is suitable for use by the LICENSEE for LICENSEE'S public speaking and leadership classes (the "Training"); and

WHEREAS, LICENSEE desires to provide it Training within the City of Deerfield Beach and obtain a non-exclusive license to use the Center the "Permitted Area") to administer LICENSEE'S Training in accordance with applicable law (the "Training"); and

WHEREAS, LICENSEE will utilize the Permitted Area no than once per week until September 30, 2026 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 City at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement. LICENSEE agrees to use best efforts to achieve a minimum of thirty percent (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 expire on September 30, 2026, unless terminated or renewed as permitted herein (the "Term"). The City Manager or designee and Licensee may renew this Agreement for one additional one-year term by execution of a written Amendment signed by the parties.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit and Facility Use Fee.* Upon execution of this Agreement and prior to conducting any Training at the Permitted Area, LICENSEE shall pay a Security Deposit in the amount of \$150.00 to the City. In addition, LICENSEE shall pay a Facility Use Fee in the amount of \$25.00 per meeting session and said payments shall be made on a monthly basis and sent to: CivicRec System or City of Deerfield Beach Parks and Recreation.
- 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 (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 municipality of the home address of each participant.
- d. *Scheduling.* LICENSEE shall provide a schedule of the Training before the start of the training based on availability of the Permitted Area. The LICENSEE must attain from the CITY a facility use permit and pay the applicable permit fee for all scheduled activity. Any and all amendments to the original schedule must be submitted in writing 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 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 Code 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 further 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, which amounts may be deducted from any funds to be provided to Licensee by the City. 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. The 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 (the "Grant"). Based upon this support, LICENSEE shall provide such financial information related to LICENSEE as provided for in City 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 Code 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 and representatives and the participants who are participating in any Training.

Each policy 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.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$300,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$300,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

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 Code Training.

- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including 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.

This Agreement may be terminated by the City for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days after written notice from the CITY

identifying 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.

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 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: Brazil USA Toastmasters Club
1761 W. Hillsboro Boulevard, Suite 102
Deerfield Beach, FL 33442
Attn. Leonardo Beretta

FOR CITY: Rodney Brimlow. City Manager
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

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND BRAZIL-USA TOASTMASTERS CLUB -
CB - 28678766**

LICENSEE

Brazil USA TOASTMASTERS CLUB

By: _____

Signature

Print Name: LEANDRO BERETTA

Title: FOUNDER

Date: 8/12/2025

Witnesses:

AButta
Signature

Print Name: Ana Carolina Beretta

Date: 8/12/2025

Fabiane S.C.
Signature

Print Name: Fabiane S. Cunha

Date: 08/12/2025

EXHIBIT "A" SCOPE OF SERVICES

Licensee shall administer the Training at the Permitted Area within the City of Deerfield Beach in accordance with all applicable laws, policies, rules and regulations. Licensee's use of the Permitted Area under this agreement shall not exceed one night per week until September 30, 2026. Licensee agrees to provide training opportunities to City employees. Licensee's Training will be held on Mondays from 6:00p.m. to 9:00 p.m.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-387

Agenda Date: 9/8/2025

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 a facility use agreement with Toastmasters International d/b/a Toastmasters Club Paradise - 1567808 for public speaking and leadership classes at the West Deerfield Community Center; approving a per meeting flat rate for facility use and waiving the hourly facility use rate to support the training within the City; providing for execution, severability, 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

Since 2022, the City of Deerfield Beach has partnered with Toastmasters International db/a Toastmasters Club Paradise to offer classes to the public that allows participants to practice public speaking, improve on communication skills, and build leadership skills.

Toastmasters International is a non-for-profit educational organization.

Previously, Toastmasters International utilized the Old School House and Hillsboro Community Center to offer these classes, and they would now be moving to the West Deerfield Community Center.

Current Activity

Toastmasters International classes will be offered at the West Deerfield Community Center. The previous agreement with Toastmasters has expired, and it is necessary for the City and Toastmasters to enter into a new Facility Use Agreement.

The Facility Use Agreement is for non-exclusive use of the Community Center. Toastmasters will conduct the training once a week, for fifty weeks. The organization must use its best efforts to maintain a minimum of 30% of the total participants as residents of Deerfield Beach. The City will retain the \$150.00 security deposit from the 2022 agreement, and Toastmaster must submit the proper insurance and indemnification. Toastmasters is required to follow all facility rules and regulations. Further, Toastmasters is requesting a waiver of the current hourly facility use fee of \$25.00 per hour to a flat per meeting session fee of \$25.00.

Recommendation

It is the recommendation of staff to approve the Facility Use Agreement between the City and Toastmasters International d/b/a Toastmasters Club Paradise.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH TOASTMASTERS INTERNATIONAL D/B/A TOASTMASTERS CLUB PARADISE-1567808 FOR PUBLIC SPEAKING AND LEADERSHIP CLASSES AT THE WEST DEERFIELD COMMUNITY CENTER; APPROVING A PER MEETING FLAT RATE FOR FACILITY USE AND WAIVING THE HOURLY FACILITY USE RATE TO SUPPORT THE TRAINING WITHIN THE CITY; PROVIDING FOR EXECUTION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Toastmasters International d/b/a Toastmasters Club Paradise– 1567808 (“Toastmasters”) is a not-for-profit educational organization that teaches public speaking and leadership skills through a worldwide network of clubs; and

WHEREAS, the City owns and operates the West Deerfield Community Center (the “Community Center”), which is suitable for use by Toastmasters for its public speaking and leadership classes and programming (the “Training”); and

WHEREAS, Toastmasters has been providing the Training since 2022 pursuant to a Facility Use Agreement that has now expired; and

WHEREAS, Toastmasters desires to continue its Training and has requested the use of the Community Center to conduct the Training not to exceed one night per week for approximately 50 weeks (the “Facility Use”); and

WHEREAS, Toastmasters has committed to use best efforts to achieve a minimum of thirty percent (30%) of the total participation in the Training by City residents and has requested a \$25 per meeting flat rate for the Facility Use and waiver of the hourly facility use rate of \$25 per hour to support the Training within the City; and

WHEREAS, City staff recommends approving the Facility Use, and a Facility Use Agreement with Toastmasters, attached as Exhibit “1” (the “Agreement”), to support the Training within the City for an initial one-year period, with two additional annual renewal options; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Facility Use, approve a \$25 per meeting flat rate for the Facility Use and waiver of the hourly facility use rate of \$25 per hour for the Facility Use (the “Fee Waiver”) and authorize execution of the Agreement with Toastmasters.

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 authorizes and approves the Facility Use by Toastmasters for the Training subject to the terms of the Agreement.

Section 3. The City Commission hereby approves the Facility Use Agreement with Toastmasters, attached as Exhibit “1,” for the implementation of the Training.

Section 4. The City Commission hereby finds that the Fee Waiver from an hourly rate to a per meeting flat rate of \$25.00 for the Facility Use in accordance with the terms of the Agreement serves the public interests of the citizens of the City and is hereby approved.

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 TOASTMASTERS CLUB PARADISE - 1567808**

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), between the City of Deerfield Beach, Florida, (the "CITY"), and Toastmasters Club Paradise - 1567808 (the "LICENSEE").

WHEREAS, LICENSEE is a not-for-profit educational organization that teaches public speaking and leadership skills through a worldwide network of clubs; and

WHEREAS, the City owns and operates facilities, including West Deerfield Community Center, which is suitable for use by the LICENSEE for LICENSEE'S public speaking and leadership classes (the "Training"); and

WHEREAS, LICENSEE has been providing Training since 2022 pursuant to a Facility Use Agreement, and the previous agreement has expired; and

WHEREAS, LICENSEE desires to continue its Training and obtain a non-exclusive license to use the Community Center in Constitution Park and Arboretum approved by the City (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 from September 8, 2025 to September 30, 2026 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 City at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement. LICENSEE agrees to use best efforts to achieve a minimum of thirty percent (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 expire on September 30, 2026, unless terminated or renewed as permitted herein (the "Term"). The City Manager (or designee) and Licensee 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 and Facility Use Fee.* Upon execution of this Agreement and prior to conducting any Training at the Permitted Area, LICENSEE shall pay a Security Deposit in the amount of \$150.00 to the City. In addition, LICENSEE shall pay a Facility Use Fee in the amount of \$25.00 per meeting session and said payments shall be made on a monthly basis and payments shall be made through the City's CivicRec System. If Licensee is unable to make payments via the CivicRec System then monthly payments are to: City of Deerfield Beach, Parks and Recreation Department at 445 SW 2nd Street, Deerfield Beach, FL 33441.
- 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 (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 municipality of the home address of each participant.
- d. *Scheduling.* LICENSEE shall provide a schedule of the Training before the start of the training 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 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 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 Code 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 further 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, which amounts may be deducted from any funds to be provided to Licensee by the City. 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. The CITY agrees to provide LICENSEE with use of the Permitted Areas to support LICENSEE'S Training within the City during the Term, subject to the terms and conditions of this Agreement (the "Grant"). Based upon this support, LICENSEE shall provide such financial information related to LICENSEE as provided for in City 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 Code 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 and representatives and the participants who are participating in any Training.

Each policy 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.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$300,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$300,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

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 Code Training.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including 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.

This Agreement may be terminated by the City for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days after written notice from the CITY identifying 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.

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 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:

Toastmasters Club Paradise
5677 Fox Hollow Dr. Apt B.
Boca Raton, FL 33486
Attn. David Paltanavich

FOR CITY: Rodney Brimlow
City Manager
City of Deerfield Beach 150 N.E. Ave
Deerfield Beach, FL 33025

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.

ATTEST:

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

Heather Montemayor, City Clerk

Rodney Brimlow, City Manager

Approved As To Form & Legal Sufficiency
For The Use Of And Reliance By The City
Of Deerfield Beach, Florida, only.

Anthony C. Soroka, City Attorney

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND TOASTMASTERS INTERNATIONAL D/B/A CLUB PARADISE
TOASTMASTERS - 1567808**

LICENSEE

TOASTMASTERS CLUB PARADISE -
1567808

By: 
Signature
Print Name: David Paltanavich
Title: Auth ori 201 Representative
Date: 8-14-25

Witnesses:


Signature
Print Name: Karen Thompson
Date: 8-14-25

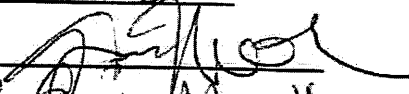

Signature
Print Name: Gary Martin
Date: 8-14-25

EXHIBIT "A" SCOPE OF SERVICES

Licensee shall administer the Training at the Permitted Area within the City of Deerfield Beach in accordance with all applicable laws, policies, rules and regulations. Licensee's use of the Permitted Area under this agreement shall not exceed one night per week for approximately 50 weeks, except as provided below. Licensee agrees to provide training opportunities to City employees. Licensee will meet Thursdays from 6:15p.m. to 8:15 p.m.

Licensee agrees to use good faith efforts to coordinate with the City to create and implement a youth training program focusing on providing public speaking and leadership training to 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 a Youth Program held in accordance with the terms of this Agreement.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-219

Agenda Date: 9/8/2025

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 revocable, non-exclusive license agreement with Filthy Organics, LLC, for the construction and operation of a compost site to be located within the western portion of the Bernard Adams Municipal Complex for a two-year term with three additional one-year renewal options; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Composting and Food Waste Reduction (CFWR) cooperative agreement pilot program is authorized by the Department of Agriculture Reorganization Act of 1994. The goals and objectives of this program are:

Food Waste Reduction Objectives

1. Reduce municipal food and waste;
2. Divert residential and commercial food waste from landfills Composting and Conservation Objectives;
3. Generate compost;
4. Increase agricultural producers' access to compost. Reduce reliance on, and limit the use of, chemical fertilizer. Improve soil quality;
5. Encourage waste management and permaculture business development; and
6. Increase rainwater utilization (capture, infiltration, or absorption).

This program provides financial assistance to municipalities, school districts, counties, local governments, special district governments, tribal governments (State-designated Indian Tribes, Federally Recognized Indian Tribal Governments), or tribal organizations to carry out food waste reduction and composting objectives.

Current Activity

Filthy Organics, LLC seeks to partner with Deerfield Beach on a project that aligns with our shared vision for sustainable waste management and environmental stewardship that greatly expands on the already successful food waste composting program funded by the FY2022 Composting and Food Waste Reduction (CFWR) Pilot Projects Grant.

This proposed site will utilize the grant funds to build and operate an aerated static pile compost facility capable of recycling up to 1,500 tons of food waste annually. This facility represents a significant advancement in our community's waste management infrastructure, addressing critical environmental concerns while promoting sustainable practices. The aerated static pile composting method is known for its efficiency and effectiveness in managing large volumes of organic waste. By incorporating aeration into the composting process, we can accelerate decomposition, reduce odor, and produce high-quality compost that can be used to enrich local soils and support community green spaces. This project will not only contribute to reducing the volume of waste sent to landfills, but also provide valuable resources for our community's agricultural and landscaping needs.

Recommendation

City staff recommends approving and authorizing execution of the enclosed license agreement with Filthy Organics, LLC to provide for construction and operation of the micro-composting facility at the Bernard Adams Municipal Complex.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A REVOCABLE, NON-EXCLUSIVE LICENSE AGREEMENT WITH FILTHY ORGANICS, LLC, FOR THE CONSTRUCTION AND OPERATION OF A COMPOST SITE TO BE LOCATED WITHIN THE WESTERN PORTION OF THE BERNARD ADAMS MUNICIPAL COMPLEX FOR A TWO YEAR TERM WITH THREE ADDITIONAL ONE-YEAR RENEWAL OPTIONS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach received grant funding from the U.S. Department of Agriculture (“USDA”) for a Composting and Food Waste Reduction Program (the “Program”) in partnership with Filthy Organics, LLC (“Filthy Organics”), Organics Recycling Foundation and the University of Florida Institute of Food and Agricultural Services; and

WHEREAS, the Program includes the construction and operation of a compost “micro” processing site to be located within the western portion of the Bernard Adams Municipal Complex (the “Compost Site”); and

WHEREAS, in connection with the Program, the City Commission approved a Subrecipient Partnership Agreement with Filthy Organics (the “Subrecipient Agreement”) to construct and operate the Compost Site in coordination with City staff; and

WHEREAS, the Subrecipient Agreement requires Filthy Organics to enter into a License Agreement with the City in order to facilitate the construction and operation of the Compost Site; and

WHEREAS, the City desires to grant Filthy Organics a revocable, non-exclusive license to use the area within the western portion of the Bernard Adams Municipal Complex (the “Licensed Area”) for Filthy Organics to construct and operate the Compost Site, as contemplated and further described in the License Agreement, attached as Exhibit “1” (the “License Agreement”); and

WHEREAS, the City Commission finds that the limited use of the Licensed Area in accordance with the terms of the License Agreement and the Subrecipient Agreement benefits the residents of the City and further enhances the City’s sustainable composting program; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve the License Agreement with Filthy Organics, 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 City Commission hereby approves the License Agreement with Filthy Organics, attached as Exhibit “1”, for a two-year term, with three additional one-year renewal options.

Section 3. The City Manager is hereby authorized to execute the License Agreement with Filthy Organics, 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. 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

COMPOST SITE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made and entered into this 28th day of AUGUST, 2025 (the “Effective Date”), by and between the City of Deerfield Beach, Florida (“Licensor”) and Filthy Organics, LLC, a Florida limited liability company (the “Licensee”). Collectively, the Licensor and Licensee are the “Parties”.

RECITALS

WHEREAS, the City of Deerfield Beach received grant funding from the U.S. Department of Agriculture (“USDA”) for a Composting and Food Waste Reduction Program (the “Program”) in partnership with Licensee, Organics Recycling Foundation, and the University of Florida Institute of Food and Agricultural Services; and

WHEREAS, the Program includes the construction and operation of a compost “micro” processing site to be located at a designated area within the Bernard Adams Municipal Complex (the “Compost Site”); and

WHEREAS, pursuant to the Subrecipient Grant Agreement between Licensor and Licensee, dated July 21, 2025, (the “Subrecipient Agreement”) Licensee is receiving a portion of the USDA funding to construct and operate the Compost Site in coordination with City staff; and

WHEREAS, in order to facilitate the Compost Site portion of the Program, it is necessary for Licensor and Licensee to enter into this Agreement to establish their respective obligations and responsibilities for the Compost Site construction and operation.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. ***Recitals.*** The above referenced Whereas clauses are true and correct and made a part of this Agreement.

2. ***Revocable License.*** Licensor grants to Licensee, subject to the terms and conditions herein, a revocable, non-exclusive license (the “Revocable License”) to the area within the western portion of Bernard Adams Municipal Complex located at 401 SW 4th Street, Deerfield Beach, Florida, as more specifically described and depicted on the attached Exhibit “A”, (the “Licensed Area”) for the purpose of constructing, installing, operating and maintaining a Compost Site in the Licensed Area. The Compost Site shall be solely used by Licensee in accordance with the Subrecipient Agreement, attached and incorporated herein as “Exhibit “B”, and in compliance with all applicable USDA requirements for the Compost Site. This Revocable License may be terminated for convenience or cause as specifically set forth in Paragraphs 14 and 15.

At all times, the Revocable License granted for the Compost Site shall be subordinate and inferior to the Licensors superior interest in maintaining the property and facilities within the Bernard Adams Municipal Complex (the "Premises"), which includes the Compost Site. In the event that any conflicts should ever arise between the Licensors superior interest and the Compost Site, then, in that event, the rights of the Licensors uses and obligations of maintaining it facilities and underlying property on the Premises shall prevail over that of the Licensee and Licensee shall not be entitled to any compensation for interference with the Compost Site. Further, Licensee shall not be entitled to any compensation for loss of this License through revocation. Any funding for the Compost Site shall be governed by the Subrecipient Agreement.

3. ***Term.*** This License Agreement and the Revocable License shall commence on the Permit Close Out Date, as defined herein, and shall continue for a two (2) year term, unless the Revocable License is revoked and this Agreement is terminated earlier as provided herein. In the event the USDA Notice of Grant and Agreement Award (the "Grant Agreement") between the City and USDA is terminated pursuant to the terms thereof, this Agreement, including the Revocable License, shall terminate effective on the same date as the termination of the Grant Agreement. At least ninety (90) days prior to the expiration of this Revocable License Agreement, the City may renew this Revocable License for three (3) additional one (1) year terms, providing all terms, conditions, and scope of services remain the same, both parties agree to such renewal and the renewal is approved by the City Commission. Any renewal will require Licensee to pay the Licensors a license fee to be established under the Amendment to this Revocable License Agreement.

For purposes of Term, the Permit Close Out date shall be the date in which, Licensee receives final inspection approval for all permits required for the construction of the Compost Site.

4. ***Use and Construction of Improvements.*** The Licensed Area shall be used by Licensee to construct a "micro" Compost Site, maintain and operate the Compost Site in accordance with this Agreement, the requirements set forth in the Subrecipient Agreement, and in accordance with applicable law, and shall be used for no other purpose whatsoever.

(a) It is hereby understood and agreed that the total funding from the City via the USDA Grant is in the amount of \$279,458.00 based upon the Subrecipient Agreement, and Licensee shall be providing general contracting in-kind services in the amount of \$50,000.00. The City shall pay Licensee in an amount not-to-exceed \$279,458.00 for services performed in accordance with the Subrecipient Agreement. Licensee acknowledges that Licensee is responsible for any additional cost differential above and beyond the USDA Grant funding amount, as well as any additional in-kind services that may be necessary during the term of this Agreement.

(b) Licensee shall prepare construction plans and specifications based upon the Subrecipient Agreement, USDA requirements, and all other applicable laws, rules and regulations, including industry standards for a Compost Site (collectively, the "Plans"). The Plans shall be submitted to the City's Engineer and Building Official

for approval prior to submission to the appropriate government officials for issuance of any and all applicable permits in accordance with applicable governmental regulations, including but not limited to the Florida Building Code, and the Federal regulations listed in the Subrecipient Agreement.

(c) After written approval of the Plans by the City Engineer and/or Building Department, the Plans shall be submitted by Licensee to the appropriate governmental officials for review and issuance of all necessary building and engineering permits in accordance with the laws, regulations and rules of all governmental entities with jurisdiction over the construction of the Compost Site. A copy of the approved Plans shall be placed and remain on file in the Licensors' Building Department.

(d) Licensee shall obtain all applicable building permits, engineering permits, environmental permits and approvals for the construction of the Compost Site and shall commence construction upon issuance of such permits. Such construction shall be completed as set forth in the Subrecipient Agreement.

(e) Licensee shall have access to the designated Licensed Area during the times of 7:00 a.m. to 8:00 p.m. Entrance to the site requires Licensee to obtain access cards, which shall be provided by the City once Licensee has complied with the background screening requirements set forth herein, prior to the issuance of access cards. No construction shall be conducted on the weekends or holidays. Licensee's activities in the Licensed Area shall adhere to the City Code of Ordinances regarding noise and construction activities.

(f) Except for those costs covered under the Subrecipient Agreement and as set forth in (a) above, Licensee shall be responsible for all costs and fees associated with the planning, permitting, construction and maintenance of the Compost Site.

5. *Compost Site Operation and Conditions.*

(a) The Compost Site shall be operated in accordance with the Scope of Work outlined in the Subrecipient Agreement.

(b) The Compost Site shall be maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day, and again at the close of each business day.

(c) Licensee shall ensure that no noxious odors are disseminated from the Compost Site and Licensee shall adhere to all industry best practices regarding the mitigation of disseminating noxious odors.

(d) Process Management: Licensee shall solely be responsible for the monitoring and controls utilized for the composting process at the Compost

Site in accordance with all applicable federal, state and local guidelines, rules and regulations.

(e) Site Considerations:

(1) Drainage: The composting area should be well-drained and prevent ponding.

(2) Safety: The following standards should be followed:

- Practice good personal hygiene, such as washing hands after handling compost.
- Wear appropriate personal protective equipment (PPE) like gloves, hard hats, eye and hearing protection, and respirators in dusty conditions.
- Be aware of potential hazards, such as spontaneous combustion. Never walk or drive on a piled suspected of burning internally.

(3) Develop the proper pick up and drop off procedures and submit the plan to the City's Sustainability Coordinator.

(4) Coordinate and Establish an Inspection and Preparation Plan.

(5) Storage and Operation of Equipment. All Equipment will be stored and operated within the compost site and Licensee shall be solely responsible for overseeing the storage and operation of the Equipment.

6. **Insurance.** Licensee shall pay for and maintain, at its own expense, throughout the term of this Agreement: (i) Commercial General Liability Insurance covering the Licensee's use of Licensed Area and operation of a compost site in the Licensed Area in the minimum amount of \$500,000 and (ii) Property Damage Insurance coverage in the minimum amount of \$500,000 per occurrence, and One Million Dollars (\$1,000,000.00) combined single limit. All such insurance coverages shall name the City of Deerfield Beach, Florida as an additional insured.

In addition, Licensee shall maintain, at its own expense, throughout the term of this Agreement, Pollution Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and such coverage shall include claims for bodily injury, property damage (loss of use), cleanup costs, and environmental damage arising from the discharge, dispersal, release, or escape of pollutants or contaminants related to the operation of the Compost Site. Coverage shall specifically include composting activities, including but not limited to the handling, storage, processing, transportation and disposal of organic material and related waste. The Pollution Liability Insurance policy shall name the City of Deerfield Beach, Florida as an additional insured.

The insurance coverages shall provide the Licensor with at least 30 days written notice prior to the cancellation or material modification of the coverage. Licensee shall furnish

Licensor with proof of the required insurance prior to the Licensee's use of the Licensed Area. Any lapse of required insurance coverage during the term of this Agreement shall be grounds for immediate termination of this Agreement by the Licensor. The Licensor reserves the right to request additional insurance coverage during the term of this Agreement.

7. ***Indemnification/Waivers.*** In consideration for the use of the Licensor's Licensed Area, the entering of this License Agreement by the Licensor and other good and valuable consideration, the Licensee shall indemnify, defend, and hold harmless the Licensor from and against any and all claims, suits, actions, damages, or causes of action, including but not limited to any personal injury, loss of life or damage to the property sustained by reason of or as a result of the Licensor's use of the Premises, including but not limited to the Licensed Area, and from and against all actions of Licensee's agents, employees, or invitees. Such obligation to indemnify, defend, and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the Licensor relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the Licensor 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 this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Licensor of any immunity to which it is entitled by law, including but not limited to the Licensor's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Licensee's employees and agents designated by Licensee to provide services at or for the Compost Site shall sign a waiver, in a form acceptable to the City Attorney, releasing the Licensor from any and all liability relating to (i) any personal injuries sustained on the Premises, and (ii) any damages or losses regarding Licensee's employees or agents personal vehicles or personal property left anywhere on the Premises. Said waivers shall be submitted to Licensor prior to Licensee's employees or agents utilizing the Premises or Compost Site.

8. ***As-Is Condition.*** LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSED AREA, AND ALL COMPONENTS THEREOF, ARE BEING LICENSED IN AN "AS-IS," "WHERE-IS" CONDITION, "WITH ALL FAULTS" RELATING TO THE PHYSICAL CONDITION OF THE LICENSED AREA AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO THE PHYSICAL CONDITION OF THE PREMISES AND LICENSED AREA, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LICENSOR.

9. ***Utility Costs.*** Licensee shall be solely responsible for the equipment, installation and maintenance of the Compost Site and any costs associated therewith at all times during this Agreement, including but not limited to electricity and repair costs.

10. ***No Property or Contract Right.*** Licensee expressly acknowledges that pursuant to the terms of this Agreement, it gains no property or contract right to the continued

operation or maintenance of the Compost Site or improvements within the Licensed Areas. Licensee further acknowledges that the Revocable License granted herein is revocable by the Licensor pursuant to Paragraphs 14 and 15. Licensor and Licensee acknowledge and agree that Licensor shall have no ownership, leasehold, or other proprietary interest in any equipment or materials purchased by Licensee without utilization of the Grant Funds, which are located on the Premises or within the Compost Site, other than equipment owned solely by the Licensor and specifically identified in writing by the Parties.

11. **No Assignment, Pledge, Security Interest.** Licensee shall not voluntarily, involuntarily or by operation of law, assign, transfer, sell, pledge, grant a security interest, or any interest whatsoever in this Agreement without the prior written consent of the Licensor, which may be withheld in Licensor's sole discretion.

12. **Emergencies.** If an emergency situation arises with respect to the Licensed Area the area immediately surrounding the Licensed Area, or any condition thereof, that presents an imminent threat to the health or safety of persons or property, the Licensor shall make reasonable efforts to provide telephone or email notice to the Licensee's Contact Person. If, following that notice, Licensee fails to take timely action to address and correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to persons or property, Licensor may undertake such actions as are necessary to eliminate the emergency conditions and Licensor shall be entitled to recover its costs incurred to remedy the conditions from Licensee. For the purposes of this Paragraph, Licensee's Contact Person shall be DUSTIN DUBOIS; telephone number 954-501-1159 (cell) and e-mail address: INFO@FULTH & CREANICE.COM. In the event Licensee desires to change the Licensee's Contact Person or contact information, Licensee shall provide such change in writing to the City's Sustainability Coordinator (email HSilverstone@deerfield-beach.com)

13. **Damage and Destruction.** Licensee shall not by its possession, use, occupancy, operation, maintenance or repair of the Licensed Area, suffer or permit any damage to the Licensed Area or to the adjacent real property. If during the term of this Revocable License, Licensee becomes aware that the Construction and Compost Site improvements within the Licensed Area have been damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, Licensee shall give to Licensor immediate notice thereof, and Licensee shall coordinate with Licensor regarding a determination concerning removal and restoration, which determination shall be in writing.

14. **Termination for convenience.** If Licensor at any time shall have need for the licensed premises, or any part thereof, for any public purpose, Licensor may terminate this License Agreement upon 180 days written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested, to the address set forth in the Notices section.

15. **Termination for Cause or Life/Health Safety Issues.** The breach of any one term of this License Agreement by the Licensee and/or persons under Licensee's supervision or control, will be cause for termination of this License by the Licensor, in the event of a breach and failure to correct the breach within three calendar days written notice of the breach.

Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated by Licensor without notice in the event the Licensor's City Manager determines, in the City Manager's reasonable discretion, that there is a threat to the public health or safety by continuing with this Agreement. The Licensor shall not be liable to Licensee for any losses incurred by reason of such termination.

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

Licensor: Rodney Brimlow, City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Copy to: Anthony Soroka, City Attorney
2255 Glades Road, Suite 200E
Boca Raton, FL 33431

Licensee: FILTHY ORGANICS, LLC
4928 NW 74TH PL
POMPANO, FL 33073

17. **Miscellaneous.**

(a) *Applicable Law and Venue.* This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

(b) *Authority to Bind.* The individual executing this License Agreement on behalf of Licensee is a duly authorized representative of the Licensee, and has the authority to execute and bind Licensee to this Agreement. This License Agreement shall be binding upon the Licensee's legal representatives, successors, transferees and assigns.

(c) *Severability.* If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) *Negotiated Agreement.* The parties have contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(e) *No Waiver.* Failure of Licensor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Licensor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, at law and/or in equity. No waiver of any term, provision, condition or covenant of this Agreement by Licensor shall be deemed to imply or constitute a further waiver by Licensor of any other term, provision, condition or covenant of this Agreement.

(f) *No Leasehold Interest.* The Parties intend for this Agreement to provide for the Licensee's construction and operation of a Compost Site on the Licensed Area pursuant to the terms and conditions of this Agreement and the Subrecipient Agreement. The parties acknowledge and agree that no leasehold or other interest in the Premises, the Compost Site or the Licensed Area is conferred upon the Licensee under the provisions of this Agreement.

[THIS SPACE LEFT INTENTIONALLY BLANK]

**COMPOST SITE
LICENSE AGREEMENT**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

LICENSOR

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

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:

Anthony C. Soroka, City Attorney

ATTEST :

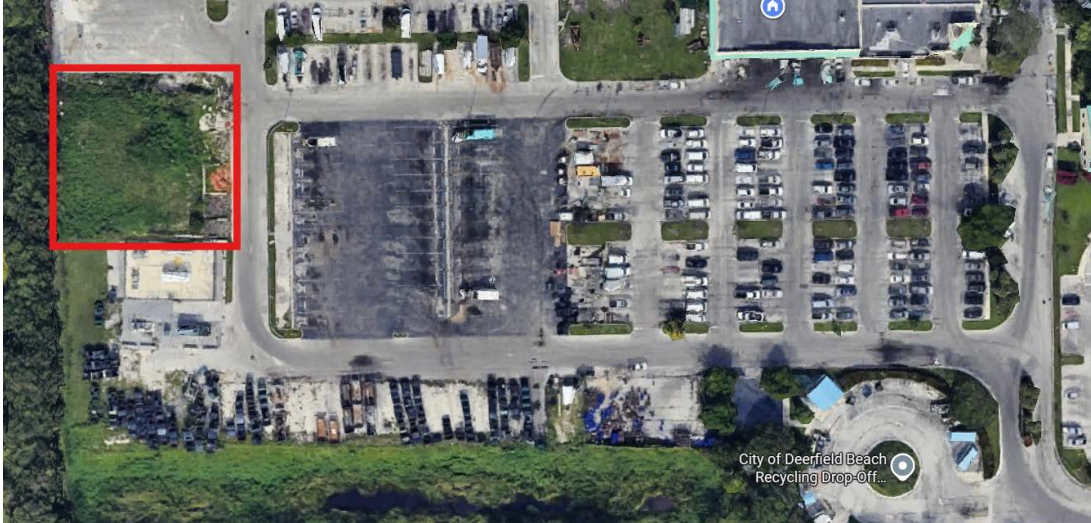
Corporate Secretary

LICENSEE
FILTHY ORGANICS, LLC

By: _____
Signature

Title: PRESIDENT
Print Name: DUSTIN DUBOIS

EXHIBIT "A"
LICENSED AREA



**EXHIBIT “B”
SUBRECIPIENT AGREEMENT**

SUBRECIPIENT PARTNERHSHIP AGREEMENT
BETWEEN
CITY OF DEERFIELD BEACH, FLORIDA
AND
FILTHY ORGANICS, LLC
FOR
COMPOSTING AND FOOD WASTE REDUCTION PILOT PROGRAM
A USDA FUNDED GRANT PROJECT

THIS AGREEMENT is made and entered this 21 day of JULY, 2025, by and between the CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida, ("CITY") and FILTHY ORGANICS, LLC., a Florida Limited Liability Company (SUBRECIPIENT"), whose Federal I.D. No. is 84-2886224 and whose DUNS number is 071162505.

RECITALS

WHEREAS, in 2024, the CITY submitted a Composting and Food Waste Reduction Grant Application to the U.S. Department of Agriculture ("USDA") in the amount of \$400,000.00 in partnership with Filthy Organics, Organics Recycling Found and the University of Florida Institute of Food and Agricultural Services; and

WHEREAS, the proposed program will include: (1) the construction and operation of a compost "micro" processing site on City property; (2) development of a compost sales market and standardization; and (3) the development of a comprehensive education program (collectively the "Program"); and

WHEREAS, the City was awarded a grant from the U.S. Department of Agriculture ("USDA") for the ("Program") in the amount of \$400,000.00 and executed a grant agreement with the USDA for implementation of the Program; and

WHEREAS, as part of the grant application and Program, the USDA approved the CITY's partnership with the above three entities for implementation of the Program, one of them being the SUBRECIPIENT; and

WHEREAS, in order to facilitate and implement the Program, the parties desire to enter into this Partnership Agreement (the "Agreement") to set forth the parties' obligations and responsibilities; and

WHEREAS, on _____, 2025, the City Commission passed and adopted Resolution No. 2025/____ approving and authorizing the execution of this Agreement with the SUBRECIPIENT.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of all such covenants and conditions, the CITY and SUBRECIPIENT hereby agree as follows:

ARTICLE 1

RECITALS

The above recitations are true and accurate and are hereby made a part of this Agreement.

ARTICLE 2 TERM

This Agreement shall be effective from the date of execution by all parties and shall expire on _____, 2027, unless terminated earlier as set forth in this Agreement.

ARTICLE 3 PROJECT

SUBRECIPIENT agrees to provide site construction, site up services for the Compost Site, site management and operation of the Composite Site, along with educational presentation, and day-to-day coordination assistance for in-service training and compost college as more specifically set forth in the Scope of Work attached as Exhibit "A" and incorporated herein by reference (the "Scope of Work").

SUBRECIPIENT will enter into a separate license agreement with the City for the construction and site management of the Municipal Compost Site within the Bernard Adams Municipal Complex. This Agreement is contingent upon the license agreement being executed by the Parties.

ARTICLE 4 FUNDING AND METHOD OF PAYMENT

- 4.1 The maximum amount payable by the CITY under this Agreement shall be in an amount not exceed \$279,458.00 and such payments to SUBRECIPIENT shall be based upon Exhibit "B." This shall be the maximum expenditures authorized for payment by the CITY under this agreement. In no event shall the CITY be liable for any sum exceeding the above stated amount.
- 4.2 CITY agrees to fund SUBRECIPIENT for the eligible Project expenses incurred as provided for in the Schedule of Deliverables and Budget attached as Exhibit "B" and incorporated herein by reference, provided that a suspension of payment as set forth in Article 12 has not occurred, and provided further that SUBRECIPIENT complies with the procedures for invoices and payments as set forth in Article 5.
- 4.3 SUBRECIPIENT acknowledges and agrees that payment by CITY is contingent upon CITY receiving funding in accordance with the Grant Agreement.

ARTICLE 5 PROCEDURES FOR INVOICING AND PAYMENT

- 5.1 SUBRECIPIENT shall adhere to the procedures set forth herein and shall invoice CITY on a monthly basis, which shall include the following documentation:
 - (a) SUBRECIPIENT shall provide CITY with an executed original of any contracts or subcontracts authorizing the work to be done for the Program and pursuant to the

Scope of Work.

1. Any work or services subcontracted hereunder shall be specifically authorized by written contract, written agreement, or purchase order and such subcontract shall incorporate this Agreement by reference. Proper documentation in accordance with city, state and federal guidelines and regulations must be submitted to and approved by the Department prior to the execution of any subcontract hereunder. In addition, all subcontracts shall be subject to all applicable federal, state, county, city, and local laws, regulations and ordinances.
 2. Any of the work or services that shall be subcontracted, including but not limited to consulting work or services covered by this Agreement, shall be submitted in writing prior to the first payment request according to this contract.
 3. All purchasing for consumables, capital equipment, supplies, and services shall be made by purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by federal laws and regulations.
- (b) SUBRECIPIENT shall not use the funds allotted under this Agreement for any purpose other than the purposes set forth in Article 3 and as set forth in Exhibits "A" and "B".
 - (c) Request by SUBRECIPIENT for payment shall be accompanied by all proper documentation and shall be submitted to the Department for approval no later than 30 days after the last date covered by the request. SUBRECIPIENT shall submit proper documentation with each monthly payment reimbursement request.
 - (d) For purposes of this section, true and correct copies of invoices, receipts, or other evidence of indebtedness, shall be considered proper documentation. Invoices shall not be honored if received by CITY later than ten days after expiration or termination of this Agreement.
 - (e) In addition, SUBRECIPIENT shall provide CITY with quarterly progress reports as provided in the attached Exhibit "D" and are due within 14 days of the reporting period end date. It shall include a Program status update, required metrics, percentage of work completed, and the total amount of Program expenditures incurred to date. The quarterly progress form attached as Exhibit "D" may be amended by the parties to reflect the required deliverables for the Project.
- 5.2 Upon receiving the invoices, reports and other materials as described in this Article, the Department may audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
 - 5.3 Upon determination by the Department that the services or material invoiced have been received or completed, the Department shall authorize payment to SUBRECIPIENT the amount the Department determines to be payable, pursuant to the audit. CITY agrees that it shall make its best efforts to pay SUBRECIPIENT within 30 calendar days after proper

presentation of invoices and reports approved by SUBRECIPIENT director or officer and the Department director or his/her designee. In no event shall CITY provide advance funding to SUBRECIPIENT. Further, CITY agrees to make payment and reimburse all budgeted costs available under federal, state, city and county guidelines.

- 5.4 SUBRECIPIENT shall have an adequate financial system and internal fiscal controls in accordance with USDA Grant requirements. and CITY requirements.
- 5.5 SUBRECIPIENT agrees to invoice the CITY for all funds allocated to the Project as dictated by progress of the services and within 30 days of a completed activity. Billing will follow the budget and deliverables as set for in Exhibit “B.” All funds not expended within the term of this Agreement shall remain in the custody and control of CITY, and shall be funds of the CITY.

ARTICLE 6 IMPLEMENTATION AND TIMETABLE

SUBRECIPIENT agrees to implement the Tasks and Services set forth in Exhibit “A” and comply with the timetable set forth in the Exhibit “C”. All timeframes set forth in Exhibit “C” shall be completed within 30 days for each checkpoint step. Failure to comply with the implementation schedule timetable for each checkpoint shall warrant a review by department staff to determine the appropriate measures for the SUBRECIPIENT to cure the delay in implementation of such timetables.

ARTICLE 7 ASSURANCES

- 7.1 SUBRECIPIENT agrees to comply with the following Code of Federal Regulations:
 - (a) 2 CFR Part 25 “Universal Identifier and System of Award Management
 - (b) 2 CFR Part 170 “Reporting Subaward and Executive Compensation Information
 - (c) 2 CFR Part 175 “Award Term for Trafficking in Persons”
 - (d) 2 CFR Part 180 “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement)”
 - (e) 2 CFR Part 182 “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
 - (f) 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
 - (g) 2 CFR 400 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
 - (h) 2 CFR Part 417 “Nonprocurement Debarment and Suspension”
 - (i) 2 CFR Part 418 “New Restrictions on Lobbying”
 - (j) 2 CFR Part 421 “Requirements for Drug-Free Workplace (Financial Assistance)
 - (k) 2 CFR Part 422 “Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct”

The full text of Code of Federal Regulations references above may be found at: <https://www.gpo.gov/fdsys/browse/collectionCFr.action?collectionCode=CFR> and <http://www.ecfr.gov/>

- 7.2 SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, ordinances, codes, guidelines and regulations. Any conflict or inconsistency between the above federal, state or local laws, guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive laws, guidelines or regulations.
- 7.3 SUBRECIPIENT further agrees that it shall be bound by the standard terms and conditions used in the Grant Agreement including Attachment A to the Award, which is incorporated herein by reference, and such other rules, regulations or requirements as USDA. may reasonably impose, in addition to the aforementioned assurances provided at, or subsequent, to the execution of this Agreement, by the parties hereto.

ARTICLE 8

FINANCIAL RESPONSIBILITY/AUDITS/RETENTION OF DOCUMENTS

- 8.1 SUBRECIPIENT gives CITY and USDA, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Program and Scope of Work. 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 SUBRECIPIENT and its subcontractors that are related to this Agreement. The SUBRECIPIENT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the SUBRECIPIENT 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 SUBRECIPIENT or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.
- 8.2 SUBRECIPIENT agrees to maintain books, records and documents in accordance with standard accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by CITY under this Agreement.
- 8.3 SUBRECIPIENT agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such funds in full to CITY from nonfederal resources, or if this Agreement is still in force, any subsequent request for payment shall be withheld by CITY.
- 8.4 The SUBRECIPIENT 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 SUBRECIPIENT and its subcontractors' records, the SUBRECIPIENT 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 SUBRECIPIENT 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.

ARTICLE 9 INDEMNIFICATION CLAUSE

To the extent permitted by the law, the SUBRECIPIENT shall indemnify, defend, and hold harmless the CITY, its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, in connection with or arising directly or indirectly out of the out of the acts or omissions of the SUBRECIPIENT and other persons employed or utilized by the SUBRECIPIENT, to the fullest extent permitted by law. 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. This Article shall survive termination of this Agreement.

ARTICLE 10 INSURANCE REQUIREMENTS

10.1 The SUBRECIPIENT shall carry and keep in force, at all times during the Term, the following insurance polic(ies) coverage and said polic(ies) and shall be issued by companies licensed to do business in the State of Florida:

SUBRECIPIENT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance as indicated with exes:

- ☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Agreement including any hold harmless and/or indemnification, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

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

vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

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

10.2 The SUBRECIPIENT shall provide to the CITY certificates showing the required coverage to be in effect with endorsements showing the CITY to be an additional insured prior to commencing any work under this Agreement. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, 30 days' advance notice shall be given to the CITY or as provided in accordance with Florida law. If any of the insurance coverages will expire prior to the completion of the Scope of Work, copies of renewal policies shall be furnished at least 30 days prior to the date of their expiration.

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

10.4 SUBRECIPIENT must comply with this section before the CITY will disburse the Grants Funds to SUBRECIPIENT.

ARTICLE 11 TERMINATION

11.1 This Agreement is contingent upon the availability of funds. Should funds no longer be available, this Agreement shall terminate upon no less than 24 hours' notice in writing to SUBRECIPIENT. Said notice shall be delivered by electronic mail to the registered agent listed in the agreement, or in person, with proof of delivery. CITY shall be the final authority as to the availability of funds. CITY shall not be liable to SUBRECIPIENT if funding is not available. In addition, this Agreement may be terminated for convenience by the CITY by providing seven (7) days prior written notice to SUBRECIPIENT. In the event that CITY gives notice of termination, SUBRECIPIENT shall, upon receipt of said notice, immediately cease all activities and services.

11.2 If, through any cause, SUBRECIPIENT fails to implement the Program in accordance with the Scope of Work, as set forth in the attached Exhibit "A", within 30 days from the date of execution of this Agreement, or fails to fulfill in timely and proper manner its obligation under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, terms or

conditions, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement or suspend payment in whole or part by giving written notice to SUBRECIPIENT of such termination or suspension of payment and specifying the effective date thereof, at least five days before the effective date of termination or suspension. If payments are withheld, the Department shall specify in writing the actions that must be taken by SUBRECIPIENT as a condition precedent to resumption of payments and should specify a reasonable date for compliance.

- 11.3 In the event of termination, and upon expiration of this contract, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, capital equipment and any other assets secured by SUBRECIPIENT with the USDA Grant Funds under this Agreement shall be promptly given to the CITY within 30 days of the expiration or cancellation date.
- 11.4 Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by SUBRECIPIENT, and CITY may withhold any payments to SUBRECIPIENT, for the purposes of set-off until such time as the exact amount of damages is determined.
- 11.5 In the best interests of the program and to fulfill the requirements pursuant to the Grant and Grant Agreement, either party may terminate this Agreement upon 30 days' notice in writing of its intent to terminate, stating the party's reasons for doing so. In the event CITY terminates the Agreement, CITY shall pay SUBRECIPIENT for documented committed eligible costs subject to the conditions set forth in subsection 11.4 above.

ARTICLE 12 SUSPENSION OF PAYMENTS

The parties agree that the following events are sufficient cause for suspension of payments. Such events include but are not limited to:

- (a) Ineffective or improper use of USDA Grant Funds;
- (b) Failure to comply with the work program or terms of this Agreement;
- (c) Failure to submit reports as required, including a favorable audit report;
and
- (d) Submittal of incorrect or incomplete reports in any material respect.
- (e) Breach of this Agreement by SUBRECIPIENT.

ARTICLE 13 INDEPENDENT CONTRACTOR

SUBRECIPIENT is and shall be, in the performance of the project(s) under this Agreement an independent contractor, and not an employee, agent, or servant of the CITY. Services provided by SUBRECIPIENT shall be performed by employees of SUBRECIPIENT and subject to supervision by SUBRECIPIENT, and shall not be deemed officers, employees, or agents of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to SUBRECIPIENT'S sole direction, supervision and control. Personnel policies, tax responsibilities, social security and health insurance, employee benefits,

purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of SUBRECIPIENT, which policies of SUBRECIPIENT shall not conflict with CITY, USDA., or Federal policies, rules or regulations relating to the use of the grant funds provided for herein. The City and the SUBRECIPIENTS are not partners, joint ventures or affiliated entities.

ARTICLE 14
ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE 15
NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, either by hand with proof of delivery, by electronic mail with receipt of delivery, or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been 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 of notice, to-wit:

<u>For City:</u>	Rodney Brimlow, City Manager 150 NE 2 nd Avenue Deerfield Beach, Florida 33441
<u>For City Attorney</u>	Anthony C. Soroka, Esq. Weiss, Serota, Helfman, Cole & Bierman 2255 Glades Road, Suite 200-E Boca Raton, Florida 33431
<u>For Subrecipient:</u>	<u>DUBOIS, DUSTIN J</u> <u>4920 NW 74TH PLACE</u> <u>POMPANO BEACH, FL 33073</u>

ARTICLE 16
AMENDMENTS/ASSIGNMENTS

- 16.1 CITY may, in its discretion, amend this Agreement to conform with changes in federal, state, CITY and/or USDA. guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval by the City of Deerfield Beach City Commission.

- 16.2 The Department Director shall be authorized to approve any changes to the attached Exhibit "A" necessary to enhance the performance of the project set out in the attached Exhibit "A", provided such changes do not result in substantial change in the project, and are compliant with USDA regulations and grant agreement.
- 16.3 SUBRECIPIENT shall not transfer or assign the performance of services called for in this Agreement without the prior written consent of CITY.
- 16.4 Except as expressly provided in this Article it is agreed that no modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formalities as employed in this agreement.

ARTICLE 17 REPORTS, PLANS AND OTHER AGREEMENTS

All reports, plans, surveys, information, documents, and other data or procedures developed, prepared, assembled or completed by SUBRECIPIENT for the purposes of this Agreement shall become the property of CITY without restriction, reservation or limitation of their use and shall be made available by SUBRECIPIENT at any time upon request by CITY or the Department. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Department Director upon his/her written request.

ARTICLE 18 PUBLIC RECORDS

SUBRECIPIENT shall comply with Chapter 119, Florida Statutes, "Public Records Law" including but not limited to Section 119.0701, Florida Statutes.

SUBRECIPIENT shall:

1. Keep and maintain public records required by the CITY to perform the Scope of Services.
2. Upon request by 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 this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the SUBRECIPIENT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the CITY to perform the Scope of Services. If the SUBRECIPIENT transfers all public records to the CITY upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon

completion of the Agreement, the SUBRECIPIENT shall meet all applicable requirements or retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of records, in a format that is compatible with the information technology systems of the CITY. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by SUBRECIPIENT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for OWNER'S disallowance and recovery of any payment upon such entry. SUBRECIPIENT shall, by written Agreement, require any of its subcontractors performing under this Agreement to agree to the requirements and obligations of this Section.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

ARTICLE 19 SCRUTINIZED COMPANIES LIST

19.1 SUBRECIPIENT 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 SUBRECIPIENT or its subcontractors are found to have submitted a false certification; or if the SUBRECIPIENT, 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.

19.2 If this Agreement is for more than one million dollars, the SUBRECIPIENT 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 SUBRECIPIENT, its affiliates, or its subcontractors are found to have submitted a false certification; or if the SUBRECIPIENT, 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

19.3 The SUBRECIPIENT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

19.4 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.

ARTICLE 20 EXECUTION

This document shall be executed in three counterparts, each of which shall be deemed to be an original.

ARTICLE 21
CONSENT TO JURISDICTION

SUBRECIPIENT hereby irrevocably submits to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action arising out of this Agreement shall lie in Broward County, Florida. The parties, in order to expedite litigation, waive their claim or rights to trial by jury in any action between them. Each party shall bear its own attorney's fees.

ARTICLE 22
GOVERNING LAW

The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

ARTICLE 23
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24
THIRD PARTY BENEFICIARIES

Neither SUBRECIPIENT nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries who would be entitled to assert a claim against either of them based on this agreement.

ARTICLE 25
JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, as a matter of judicial construction, be construed more severally against one or the parties than the other.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CITY OF DEERFIELD BEACH, Florida through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2025 and _____ signing by and through its President duly authorized to execute same for SUBRECIPIENT.

ATTEST:

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

HEATHER MONTEMAYOR
CITY CLERK

By: _____
TODD DROSKY, MAYOR

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

SUBRECIPIENT – Filthy Organics, LLC

By:  _____
Docusigned by: 25947269AFD24A7...

Print Name: DUBOIS, DUSTIN J

Title: PRESIDENT

Date: July 21, 2025.

EXHIBIT “A”

SCOPE OF WORK

Construct the MCP Site: Goal #1

Site Construction

Subrecipient will provide all construction and set up services related to the Municipal Compost Site (“MCP”). Subrecipient shall perform the Tasks as follows:

- Design a fully operational ASP micro compost facility, including all necessary infrastructure and technical specifications.
- Obtain all necessary permits at the local, county, and state levels to construct and operate the Organics Recycling Pilot Project.
- Oversee and manage construction, ensuring the installation of key site components such as:
 - Perimeter fencing and access gates
 - Concrete pads for composting operations
 - Modified shipping containers for aerated static pile composting
- Achieve operational readiness within the defined project timeline, ensuring the facility can receive and process organic waste.

Deliverables & Outcomes

The following deliverables shall be provided upon completion of the respective project phases:

- Finalized composting site design, including layout and technical specifications.
- Approved permits from all required regulatory agencies.
- Construction completion, including all required site components.
- Fully operational composting site, capable of processing organic waste as per the project’s capacity.

General Contracting Services

Provide general contracting services for the following:

- Work in collaboration with local authorities and permitting agencies.
- Ensure compliance with environmental, health, and safety regulations.
- Manage procurement, installation, and quality assurance of all site components.
- Provide regular progress reports and address any unforeseen project obstacles.

Operate the MCP Site: Goal #2

Site Management

Subrecipient will provide management of the MCP site. Tasks are as follows:

- Establish and manage day-to-day operations of the MCP site in compliance with regulatory guidelines.
- Enter into a License Agreement with the City of Deerfield Beach to operate the site.
- Produce high-quality compost from incoming food and yard waste materials.
- Market and sell finished compost products to generate revenue and support project sustainability.
- Facilitate public tours and community education initiatives to promote composting as a waste management solution.

Deliverables & Outcomes

The following deliverables shall be provided during the operational phase:

Fully executed Public Private Partnership (P3) Agreement with the City of Deerfield Beach.

Monthly reports on incoming feedstock volumes, compost production, and sales metrics.

Documentation of compost donations to the City for municipal projects.

Regular permit compliance reports in accordance with Florida Statute 62.709.

Education and Outreach: Goal #3

Education Sessions

Subrecipient will participate in the education sessions to the following extent:

- Lead session presentations for education opportunities as-needed
- Day-of coordination assistance for In-Service Training and Compost College

EXHIBIT “B”
BUDGET

Task	Budget
	Total
Site Construction	
Site Design	\$25,000
Chain Link Fence	\$15,000
Sitework / Gravel	\$60,000
Concrete	\$25,000
Containers	\$75,000
Permitting	\$19,458
Scale	\$60,000
Match	
General Contracting Services (In-Kind Services)	\$50,000

Project will be treated as a lump sum agreement with progress billing on a monthly basis based on percent completion. Total Project Funding is in an amount not to Exceed \$279,458.00.

EXHIBIT “C”
TIMELINE

Tasks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pre-Planning																								
DFB complete agreements with subawardees																								
Goal #1 Site Construction																								
Design																								
Permitting - County & City																								
Site construction																								
Begin collection and processing																								
Goal #2 Site Operation & Testing																								
Develop public private partnership agreement																								
Compost processing																								
Monthly Webinars & Ongoing Feedback Surveys																								
Project Evaluation & Closeout																								
Program Sustainability Planning																								
Project close-out																								

EXHIBIT “D”
PROGRESS REPORTS
COMPOSTING AND FOOD WASTE REDUCTION PILOT PROGRAM
PROJECT QUARTERLY PROGRESS REPORT – FILTHY ORGANICS

DATE	
PREPARED BY	
REPORTING PERIOD	

SNAPSHOT OF PROGRESS

Task	Quarterly Totals
Goal #2 Testing	
Amount of food waste diverted from landfills (lbs.)	
Amount of food waste used for composting(lbs.)	
Amount of finished compost produced (lbs).	

Provide a narrative of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, etc.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-389

Agenda Date: 9/8/2025

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 filing of the Local Government Funding Request for fiscal year 2026/2027 with the Florida Department of Environmental Protection for the next joint beach renourishment project with the Town of Hillsboro Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of projects; identifying the City's funding source; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach manages several coastal projects along their shoreline, which require planning and budgeting for existing and future projects. In order to qualify and obtain state cost-sharing and reimbursement funds, the City must demonstrate an eligibility and financial need, which is done through application and/or documentation. Specifically, the Local Government Funding Request (the "LGFR") is required of all Florida coastal protection projects on an annual basis to determine project ranking for funding allocation. This year's application for FY 26/27 includes engineering and design for the next joint beach nourishment project with the Town of Hillsboro Beach.

Current Activity

The City of Deerfield Beach and the Town of Hillsboro Beach received \$3,230,286.99 as reimbursement for the 2023 beach nourishment project. The City of Deerfield Beach's portion of the reimbursement was approximately \$575,000. During the past year, we have continued semiannual physical monitoring surveys, hard bottom monitoring, juvenile sea turtle surveys, sea turtle nest monitoring, escarpment and lighting surveys, and tilling of the beach as required by State and Federal permits.

Recommendation

City Staff recommends the approval of this Resolution with the understanding that most, if not all projects, will require upfront costs to be paid by the municipalities with the anticipation of receiving some reimbursement from this State Program.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FILING OF THE LOCAL GOVERNMENT FUNDING REQUEST FOR FISCAL YEAR 2026/2027 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE NEXT JOINT BEACH RENOURISHMENT PROJECT WITH THE TOWN OF HILLSBORO BEACH; SUPPORTING PROJECTS FOR WHICH FUNDING IS REQUESTED; CONFIRMING THE CITY'S ABILITY TO SERVE AS A LOCAL SPONSOR; CONFIRMING THE CITY'S ABILITY TO FUND THE APPROPRIATE LOCAL SHARE OF PROJECTS; IDENTIFYING THE CITY'S FUNDING SOURCE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Florida Department of Environmental Protection ("FDEP") is responsible for the development and implementation of a comprehensive, long-range statewide beach management plan; and

WHEREAS, FDEP has developed a Strategic Beach Management Plan and Long-Range Budget Plan; and

WHEREAS, FDEP, through its Beach Management Funding Assistance Program (the "Program"), is developing the annual prioritized list of beach and inlet management projects for FDEP's Fiscal Year 2026/2027 Local Government Funding Requests ("LGFR"), which applications were due on July 31, 2025; and

WHEREAS, the City's Comprehensive Beach Management Plan (the "Plan") has been in place since 2018; and

WHEREAS, the Plan is consistent with the City's settlement with the Town of Hillsboro Beach regarding beach renourishment (the "Settlement"); and

WHEREAS, the Settlement and the Plan drive the City's coastal construction program for many years to come, with up to six beach nourishments over a period of 30 years; and

WHEREAS, due to the July 31, 2025 deadline, City staff submitted the filing application for consideration by FDEP for Fiscal Year 2026/2027 LGFR (the "Application"), and the Application included the preliminary analysis for the next joint beach renourishment project with the Town of Hillsboro Beach; and

WHEREAS, the Application sets forth that the program funds will assist the municipalities with the continuation of post-construction monitoring for the 2023 project, including semiannual physical monitoring surveys, hardbottom monitoring, juvenile sea turtle surveys, sea turtle nest monitoring, escarpment and lighting surveys, and tilling of the beach; and

WHEREAS, the projected budget requests set forth in the Application include the continued physical and biological monitoring and the next planned joint beach renourishment project during the winter of 2027/2028; and

WHEREAS, FDEP will reimburse up to 50% of the funds for beach management projects that serve areas of critical concern through the Program, including the feasibility study portion of the Plan; and

WHEREAS, in order to be eligible to apply for the Program, the City must meet certain requirements, including confirmation that it is a sponsor of the identified projects, that it can fund the local share of the projects, and that there is a funding source for the projects; and

WHEREAS, staff has budgeted funds for certain projects, and will continue to explore all avenues for funding in order to continue implementation of the Plan; and

WHEREAS, staff has concluded that upon approval of this Resolution by the City Commission, the City will be eligible for consideration of its Local Government Funding Request for Fiscal Year 2026/2027 and funding reimbursement through the Program; and

WHEREAS, staff recommends the City Commission approve the filing of the application with FDEP for LGFR for Fiscal Year 2026/2027 in order to receive reimbursement for appropriately identified projects and reimbursement regarding the identified completed project.

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 Fiscal Year 2026/2027 LGFR Application submittal to FDEP in order to receive reimbursement for the beach management projects identified in the Application and the reimbursement of those completed projects identified in the Application.

Section 3. The City Manager is hereby authorized to execute the documents necessary to effectuate the LGFR application process with FDEP.

Section 4. The City Commission hereby supports the projects identified in the LGFR Application and confirms the City’s ability and desire to serve as the local sponsor for the specified projects.

Section 5. The City Commission hereby confirms the City’s ability to fund the local cost share portion of the LGFR projects utilizing City funds.

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



Beach Management Funding Assistance Program
Local Government Funding Request
Fiscal Year 2026-2027
Beach Projects Application

PART I: GENERAL INFORMATION

Local Sponsor	City of Deerfield Beach		
Federal ID Number (FEID)	59-60000305		
Primary Contact Name	Patrick Bardes	Title	Coastal & Waterway Coordinator
Mailing Address Line 1	401 SW 4th Street		
Mailing Address Line 2			
City	Deerfield Beach	Zip Code	33441
Telephone Number	954-250-4345		
Email Address	pbardes@deerfield-beach.com		

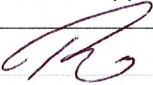
Additional Contact Information

The City of Deerfield Beach has retained the professional services of Coastal Protection Engineering (CPE) to assist with technical aspects of this funding request. The point of contact at CPE is:

Dylan Nestler, PE
904-806-07098
dnestler@coastalprotectioneng.com

PART II: CERTIFICATION

I hereby certify that all information provided with this application is true and complete to the best of my knowledge.

Signature of Local Sponsor 

Electronic or scanned signatures accepted.

Printed Name	Patrick Bardes	Date	7/30/2025
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Beach Management Funding Assistance Program
Local Government Funding Request
Fiscal Year 2026-2027
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PART III: EVALUATION CRITERIA

1. Project Name: (as listed in the Strategic Beach Management Plan)

Hillsboro Beach Nourishment Project

2. Project Description: Include county, location with reference to DEP range monuments, brief project history, and description of proposed activities.

The Hillsboro Beach Nourishment Project in Broward County has cumulatively placed approximately 1.6 million cubic yards (cy) of beach compatible sand within approximately 7,000 ft of shoreline in the Town of Hillsboro Beach and the City of Deerfield Beach since 1972. Placement has occurred in different sections of the critically eroded beach between R-monuments 5 and 12. Larger scale dredging projects occurred in 1972 (360,000 cy), 1998 (555,000 cy), 2011 (339,000 cy) and 2023 (200,000 cy). Smaller scale truck haul projects were constructed in 2008 (10,000 cy), 2015 (45,000 cy), 2018 (34,000 cy), 2020 (69,000 cy), and 2025 (64,500 cy). The next beach renourishment project is expected to occur during the winter 2027/2028 construction season.

In October 2020, Deerfield and Hillsboro Beach agreed to end ongoing litigation and collaboratively manage their adjacent coastlines through the acceptance of a Settlement Agreement (provided as Attachment 2 in this application), which included the periodic renourishment of the shoreline every five years. This funding request is to support the ongoing implementation of the Settlement Agreement and to continue to improve regional, inlet-to-inlet sand management.

The following are provided attached to this application:

- Attachment 1 - Project Area Maps (as requested in question #4)
- Attachment 2 - Settlement Agreement
- Attachment 3 - Deerfield Beach Fiscal Plan
- Attachment 4 - Excerpt from Hillsboro Beach Annual Budget
- Attachment 5 - Lighting Ordinance (City of Deerfield Beach)
- Attachment 6 - Lighting Ordinance (Town of Hillsboro Beach)
- Attachment 7 - 2024 Property Values (as requested in question #4)



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3. Use of Requested Program Funds: Provide a brief description of tasks to be completed in each requested phase (Feasibility, Design, Construction, Monitoring, or USACE Multiphase). Indicate which tasks are cost reimbursement from previous fiscal years.

FY 2026/2027

Design and monitoring funds are requested as listed within the Schedule and Budget table. Design funds are requested for expected effort related to processing of state, federal, and county permit applications. Monitoring funds are requested for the continuing post-construction monitoring for the 2023 and 2025 projects including semiannual physical monitoring surveys, hardbottom monitoring, juvenile sea turtle surveys, sea turtle nest monitoring, escarpment and lighting surveys, and tilling of the beach.

Projected budget requests include continued physical and biological monitoring as well as the next planned joint beach renourishment project during the winter of 2027/2028.

4. Map: Provide as an attachment. The map(s) of the project area must be formatted at a minimum of 1" = 200' scale and include a compass rose and legend.

Map elements must include:

1. **Project boundary:** DEP reference monuments and shoreline designated as critically eroded
2. **Eligibility:** Indicate lengths of eligible shoreline based on criteria outlined in Chapter 62B-36.007, F.A.C.
 - a. **Beach access locations:** indicate primary or secondary access, and include the shoreline length, number and location of auto parking spaces, mass transit stops, bike parking spaces, and public restroom facilities within 1/4 mile walking distance of each access
 - b. **Public lodging establishments:** include the length fronting the project shoreline, and include the length of street-side frontage for lodging within 1/4 mile walking distance of a secondary beach access location
3. **Recreational benefits:** Comprehensive list of current land use designations of properties fronting the project shoreline
4. **Value of upland property:** Include one-quarter mile buffer and provide a comprehensive list of the values of properties (data from year 2024) that are enclosed or intersected by the buffer. The 2024 property value tax roll data and ArcGIS shapefiles can be obtained from the Department of Revenue website: https://floridarevenue.com/property/Pages/DataPortal_RequestAssessmentRollGISData.aspx. See Guidance Document for more information.

5. Project length: Total restored project length (in feet) of the critically eroded area (as listed in the Strategic Beach Management Plan).

7,500 feet



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- 6. Eligibility:** Required for all beach projects pursuant to Chapter 62B-36.007, F.A.C. Provide as a separate attachment, if needed.
- **Location/Access Name:** Use the official name of the park or road that is associated with the public access.
 - **DEP Reference Monument:** Use the DEP monument that is closest to the main public access location.
 - **Type of Access:** Indicate Primary or Secondary beach access in accordance with the definitions in Chapter 62B-36, F.A.C.
 - **Width of Access/Frontage:** The length of the legal boundary (in feet) of the public access or lodging along the beach project shoreline. For public lodging establishments that do not front the beach, indicate the street-side length of the legal property boundary (in feet) that is used as the main access to the establishment.
 - **Number of Eligible Units:** A unit is defined as one automobile parking space, one rental unit in a public lodging establishment, one mass transit stop, or four bicycle parking spots.
 - **Additional Width from Eligible Units:** Total distance (feet) added to the Width of Access/Frontage. If there are multiple types of eligibility units used for this calculation, show the calculation separately for each.
 - **Total Eligible Shoreline:** Sum of the Width of Access/Frontage and Additional Width from Eligible Units columns. Eligible shorelines cannot overlap.
 - **Website Link for DBPR License:** Provide the link to the Department of Business and Professional Regulation (DBPR) website for proof of licensure for any public lodging establishments used for eligibility or the Recreational Benefits ranking criteria.

Location/ Access Name	DEP Reference Monument	Type of Access	Width of Access/ Frontage (ft)	Number of Eligible Units	Additional Width from Eligible Units (ft)	Total Eligible Shoreline (ft)	Website Link for DBPR License
SE 6th St to SE 10th St	R-5.3 to R-6.7	Primary v	1,430	318	16,790	6710	
Ashley Brooke Resort	R-5.6	Lodging	100	overlap	overlap	0	/LicenseDetail.asp?SID=&id=688C921
Ocean Villas	R-5.7	Lodging	100	overlap	overlap	0	LicenseDetail.asp?SID=&id=AC05BBE
Ocean Pearl	R-6.1	Lodging	58	overlap	overlap	0	LicenseDetail.asp?SID=&id=E2805B1f
Embassy Suites	R-6.5	Lodging	367	overlap	overlap	0	LicenseDetail.asp?SID=&id=EE63626C
Flamingo Villas	R-8	Lodging	275	overlap	overlap	0	/LicenseDetail.asp?SID=&id=9A088A0
Hillsboro Beach Resort	R-10.8	Lodging	100	1.9	100	100	/LicenseDetail.asp?SID=&id=DC9C6Bf



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7. Schedule and Budget: Provide as a separate attachment, if needed. Clearly indicate project phase: Feasibility (F), Design (D), Construction (C), Monitoring (M), or USACE Multiphase (USACE). Include the year of post-construction monitoring in the description.

• **Cost Reimbursement:** Specify eligible costs incurred during the three years prior to the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed (this includes fiscal years 23/24, 24/25, and 25/26). Eligible costs will be added to the current funding request.

• **Current and Future Costs:** Specify eligible costs for the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed as well as the estimated costs for the next 4 years. Note: If Construction costs are requested in the current fiscal year, then the Year 1 Post-Construction Monitoring costs will be added to the current funding request.

Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
23/24						
23/24						
23/24						
24/25						
24/25						
24/25						
25/26						
25/26						
25/26						
26/27	Monitoring	Post-Construction Biological & Environmental Monitoring	\$0	\$72,500	\$72,500	\$145,000
26/27	Monitoring	Post-Construction Physical Monitoring	\$0	\$65,000	\$65,000	\$130,000
26/27	Design	Permit application processing	\$0	\$137,500	\$137,500	\$275,000
27/28	Design	Construction plans and specifications	\$0	\$20,000	\$20,000	\$40,000
27/28	Construction	Settlement Agreement Nourishment 2	\$0	\$8,000,000	\$8,000,000	\$16,000,000
27/28						



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Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
28/29	Monitoring	YR 1-Post-Construction Biological & Environmental Monitoring	\$0	\$77,000	\$77,000	\$154,000
28/29	Monitoring	YR 1-Post-Construction Physical Monitoring	\$0	\$69,000	\$69,000	\$138,000
28/29						
29/30	Monitoring	YR 2-Post-Construction Biological & Environmental Monitoring	\$0	\$79,500	\$79,500	\$159,000
29/30	Monitoring	YR 2-Post-Construction Physical Monitoring	\$0	\$71,000	\$71,000	\$142,000
29/30						
30/31	Monitoring	YR 3-Post-Construction Biological & Environmental Monitoring	\$0	\$82,000	\$82,000	\$164,000
30/31	Monitoring	YR 3 -Post-Construction Physical Monitoring	\$0	\$73,000	\$73,000	\$146,000
30/31						

8. Tourism-related impacts: Criteria is calculated by the Department using 2024 data. For reference, tax data can be obtained from the Department of Revenue website: <https://floridarevenue.com/DataPortal/Pages/TaxResearch.aspx> See Guidance Document for more information.

- ☐ Current funding request includes construction and year one post-construction monitoring
- ☐ Project is managed by two or more counties

Additional comments

9. Federal involvement: The documentation to verify authorization, federal cost share percentage, and status of funding award must be provided with the application materials for the award of points.

Is the project Federally authorized by the USACE? No

Authorization Year:

Expiration Year:

Does this project have a signed USACE Chief's report or Civil Works Congressional authorization for the requested phase?

No

USACE federal cost share percentage for this project (excluding FCCE):

0



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Select all that apply for the requested project phase(s) and include documentation with application materials.

- ☐ Executed USACE project agreement
- ☐ Included in USACE work plan
- ☐ Approved FEMA Project Worksheet
- ☐ Included in Congressional Appropriations Act
- ☐ Other documentation:

10. Storm damage reduction benefits: Criteria is calculated by the Department.

What is the volume (cy) of advanced nourishment lost since the last sand placement event of a beach restoration or nourishment project as measured above the Mean High Water contour? Data should be consistent with the annual post-construction monitoring reports.

-36,490 cy
May '23 to Jan '25 - April 2025
mon report

For restoration projects, what is the historical erosion rate?

-1.03 ft per year (Long Range Beach Nourishment Plan for Hillsboro Beach, CSI 1997)

11. Cost effectiveness: Criteria is calculated by the Department. A project design analysis and supporting documentation must be provided with the application materials for the award of points. See Guidance Document for more information.

What is the proposed sand placement volume (cy)?

400,000 cy (prelim estimate for 2027/28 project pending ongoing monitoring and engineering)

What is the nourishment interval (years)?

5

Select all that apply for the current project funding request:

- ☐ Enhanced longevity: Propose structural or design components that could extend the beach nourishment interval
- ☐ Dune addition: Incorporate new or enhanced dune structures or new or existing dune restoration and revegetation projects
- ☐ Innovative technology: Propose innovative technologies designed to reduce project costs
- ☒ Regionalization: Two or more local sponsors manage projects together or projects propose regional sediment management strategies to conserve sand resources or reduce project costs

Additional comments
for storm damage
reduction benefits and
cost effectiveness

There are two local sponsor for this project (City of Deerfield Beach and Town of Hillsboro Beach) who are committed to the management of this project area through their 2020 settlement agreement provided as Attachment 2. In addition, during the 2023 construction event, three municipalities including Boca Raton, Deerfield and Hillsboro, worked together for a joint construction event utilizing the Boca Ebb Shoal sand source and a single construction contractor for regional sediment management and cost saving benefits to all project sponsors.



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Beach Projects Application

12. Previous state commitment

Has the Department previously reviewed, approved, and cost-shared on a feasibility or design phase for this project? Yes

Has the current proposed project phase(s) received a partial state appropriation within 3 years of phase completion? No

Additional comments

13. Accessible beach area: Criteria is calculated by the Department. Provide additional information for consideration.

Describe the landward and seaward edge of the accessible beach width

Provide the project boundaries (R-monuments)

R-5.3 to R-9

Provide citations of reference sources

14. Recreational benefits: Provide the percentage of linear footage within the project boundaries which is zoned recreational or open space; for commercial use; or to allow for public lodging establishment, or the equivalent. Provide additional documentation and DBPR website link in a separate attachment, if needed.

Project Extent = 3,700 ft
Deerfield Beach Open Recreational (1430 ft), Sunrise Ocean (Hotel) and Flamingo Villas (DBPR Vacation Rental Condo) (combined 463 ft).

1893 ft/ 3700 ft. = 51.17%

15. Mitigation of inlet effects: Criteria is calculated by the Department.

Additional comments

By building a joint project with the City of Boca Raton, the 2023 construction event was able to bypass approximately 200,000cy more sand from the Boca Ebb Shoal to the Hillsboro Project Area. Applicant continues to coordinate with neighboring inlets managers to cost-share on future projects.

16. Successive unfunded requests

Is the current proposed project phase(s) a successive, unfunded request? If so, how many years of successive request(s) is the current application?

Does the successive request add the construction phase?



Beach Management Funding Assistance Program
Local Government Funding Request
Fiscal Year 2026-2027
Beach Projects Application

17. Environmental habitat enhancement: Criteria is calculated by the Department. See Guidance Document for more information.

Is the project within a designated critical habitat area for threatened or endangered species that is subject to extensive shoreline armoring?

Is the project within a non-designated area where extensive shoreline armoring threatens the habitat of threatened or endangered species?

If yes to either of the above, does the project exceed best management practices to incorporate turtle-friendly designs and management strategies to protect resources or benefit critical habitat preservation?

Provide an explanation and supporting documentation for the strategies which exceed best management practices

The City and Town have adopted lighting ordinances and the project will be constructed outside of marine turtle nesting season. Ordinances provided in Attachments 5 and 6.

18. Readiness to construct

Does the project have an active state permit?

Permit number

Authorization date

Expiration date

Does the project have an active federal permit?

Permit number

Authorization date

Expiration date

Have all necessary easements been acquired for the upcoming or proposed construction phase?

Has the necessary local funding been secured for the proposed project? If so, provide a copy of the draft Resolution. The signed Resolution is due by September 26, 2025.

Is an Erosion Control Line established along the project length?

Additional comments for readiness to construct

The ECL was established in 1998 by Coastal Systems International, Inc. and extends from R-6 to R-13.



Beach Management Funding Assistance Program
Local Government Funding Request
Fiscal Year 2026-2027
Beach Projects Application

Provide additional information and comments below or attach supporting documents.

June 2025 2-Yr Post-Construction Physical Monitoring Survey Data has been submitted in this LGFR application package for reference. Deerfield and Hillsboro's local funding resolutions are planned to be executed and submitted before the September 26, 2025 deadline.

Attachment 1

Project Area Maps

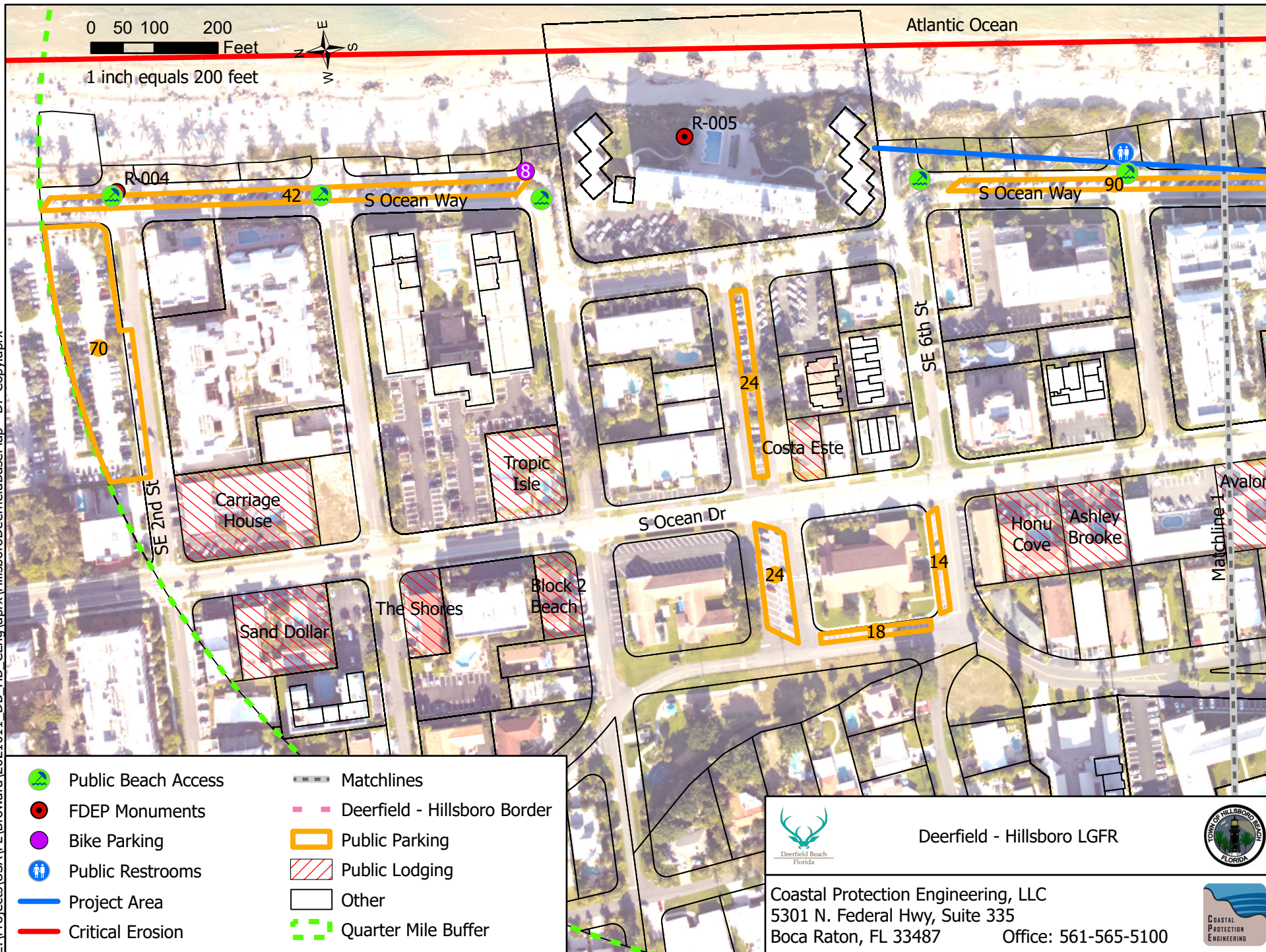


Figure 1
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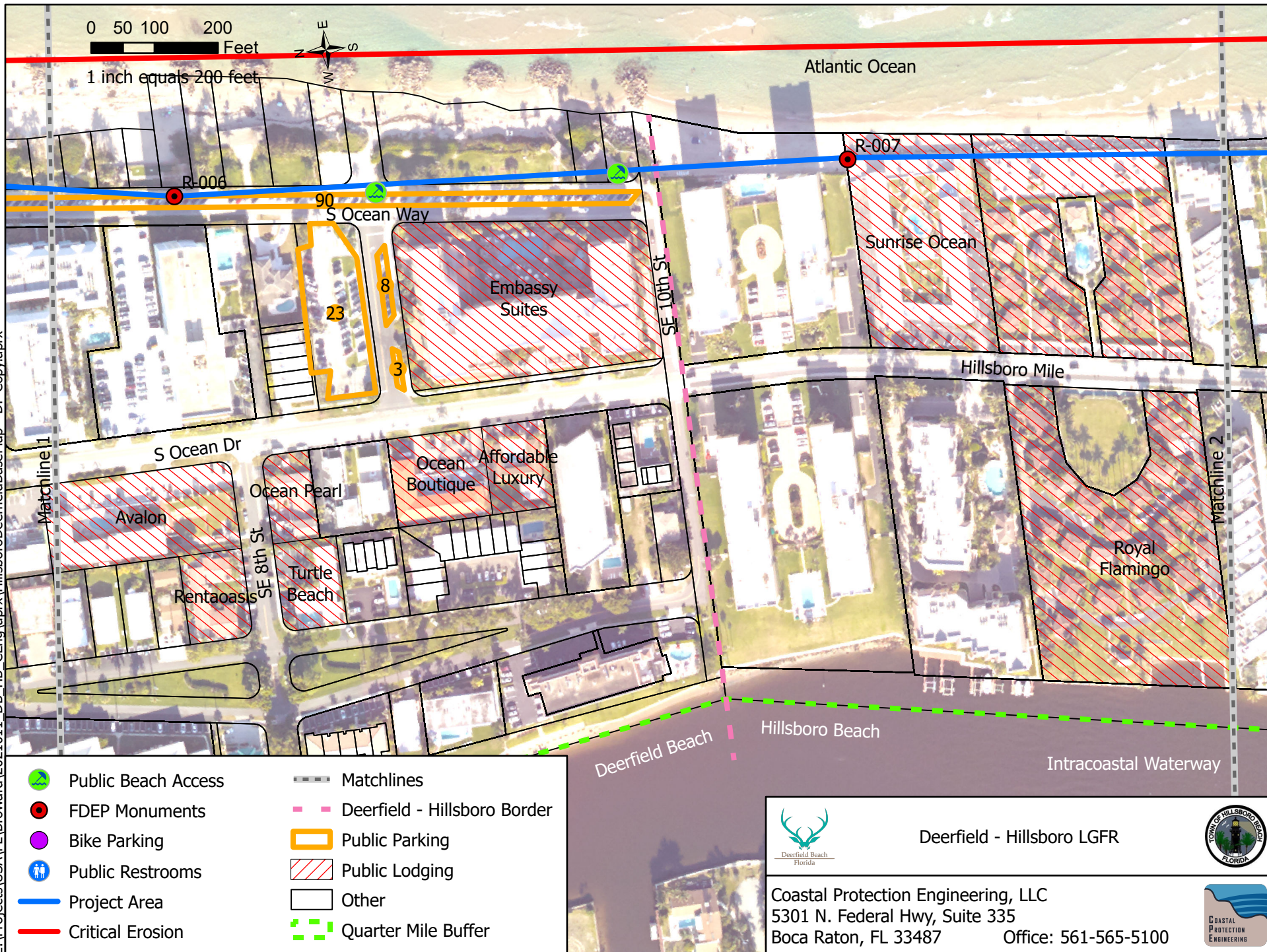


Figure 2
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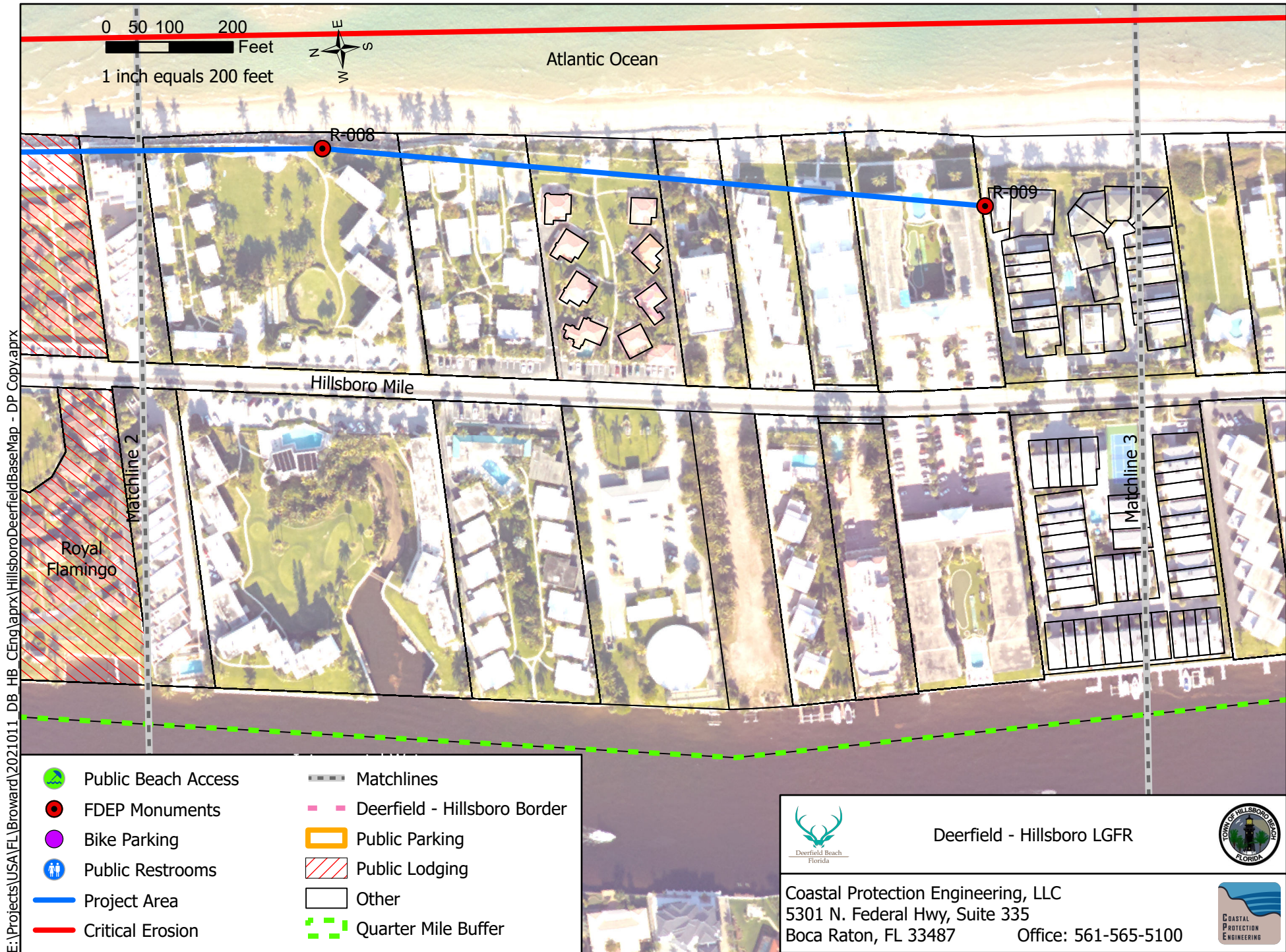


Figure 3
Page 210 of 310

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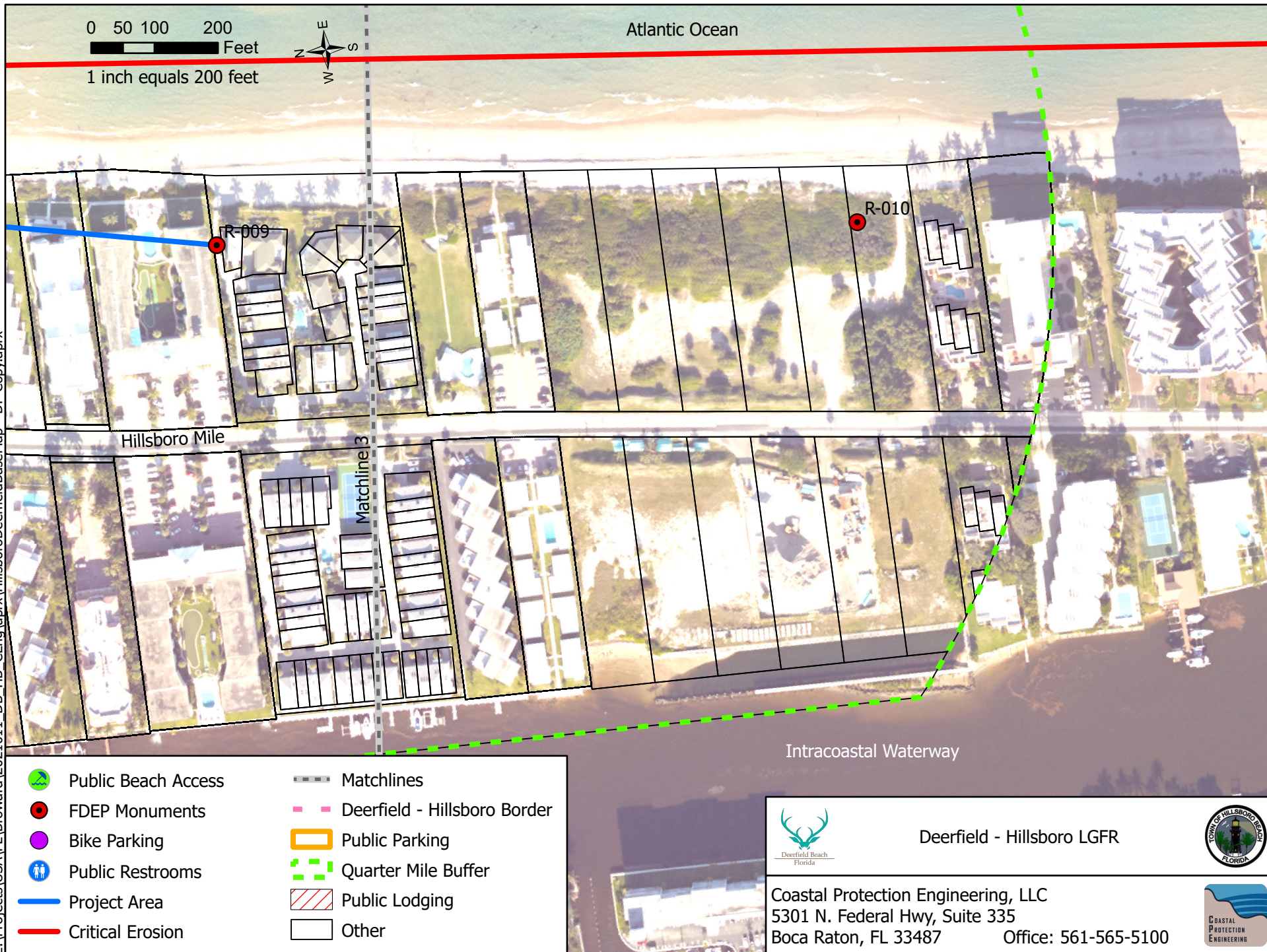


Figure 4
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Attachment 2

Settlement Agreement
Between the Town of Hillsboro Beach and City of Deerfield Beach

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Agreement”) is entered into between the Town of Hillsboro Beach (the “Town” or “Hillsboro”), and the City of Deerfield Beach (the “City” or “Deerfield”) (collectively, the “Parties”) with an effective date as described herein.

WHEREAS, Hillsboro is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield and Hillsboro are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield.

WHEREAS, a number of erosion control structures (“Structures”) were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Board of Trustees of the Internal Improvement Trust Fund (“Trustees”).

WHEREAS, Hillsboro filed suit against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees (the “Litigation”).

WHEREAS, the Parties desire to settle the Litigation and to avoid future litigation on these issues because it is in the best interest of both, without any admission of error, liability, or wrongdoing.

WHEREAS, the Parties have identified a mutually beneficial solution, without attribution of cause, and recognize that it is to their mutual benefit, and the benefit of the public, to work cooperatively to implement that solution.

WHEREAS, the parties have settled upon a shared solution, and cooperation on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Deerfield and Hillsboro’s beaches.

WHEREAS, this settlement agreement is intended to and shall resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

WHEREAS, the Parties desire to cooperate on maintaining public access and free passage along the shoreline of Deerfield Beach and Hillsboro Beach to the extent required

by state law and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only in accordance with the terms of this Agreement.

WHEREAS, the Parties agree to manage their combined shoreline, cooperate and coordinate their beach management activities, and to increase the possibility of establishing a longer life for renourishments, and receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to jointly manage the beach and sediment regionally, approach, jointly or after consultation, independently, the City of Boca Raton, the Hillsboro Inlet District, Broward County, the State of Florida and the federal government to foster regional cooperation on regional sediment management issues, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to meet regularly, and if needed on an emergency basis, to provide for a well-managed, maintained and nourished beach in Hillsboro and Deerfield, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, and to foster cooperation on regional sediment management issues, only to the extent, and based upon the terms, set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

- I. **Recitals.** The foregoing recitals are incorporated herein by reference; provided however, that to the extent any conflict may exist, the terms of the Agreement below shall take precedence over the recitals.
- II. **Effective Date.** This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.
- III. **Definitions.** The terms used in this document are defined as follows:
 - a. "Agreement" or "Settlement Agreement" means this agreement to settle the Litigation as of the Effective Date.
 - b. "City" or "Deerfield" means the City of Deerfield Beach, a municipal corporation and body politic within the State of Florida located in

Broward County, Florida.

- c. “Claims” means all issues raised in the Litigation or related to the subject matter of the Litigation.
- d. “Corps” means the United States Army Corps of Engineers.
- e. “Effective Date” means the last date of execution of this Agreement by all the Parties.
- f. “FEMA” means the Federal Emergency Management Agency, or its successor agency.
- g. “FEMA Project” means, as more particularly described in Section IV.e, a renourishment project to address storm damage that is undertaken by Hillsboro Beach and/or Deerfield Beach with beach compatible sand using third party funds from the Federal Emergency Management Agency, or its successor agency.
- h. “Gross Cost” means all costs prior to application of Third Party Funds.
- i. “Litigation” means the suit filed by Hillsboro against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees for the Structures.
- j. “Net Costs” means all costs remaining after the application of Third Party Funds.
- k. “Parties” means Deerfield and Hillsboro collectively.
- l. “Project Management” means procurement and contracting; engineering; permitting; applying for local, state and federal third party funding; but shall not include work performed by City or Town employees.
- m. “Renourishment Project” means a joint renourishment project undertaken by Hillsboro Beach and Deerfield Beach as described by Section IV.
- n. “Revetment” means the portion of the sloping rock or boulder structures placed on Deerfield’s shore to absorb the energy of incoming water that is located within Deerfield landward of the last two Structures adjacent to the Deerfield and Hillsboro border.
- o. “Sand Costs” means all costs to purchase and place sand during a Renourishment Project, including, without limitation, costs for acquisition,

filtering, transportation, delivery, and mobilization, but not including costs for work performed by City or Town employees.

- p. "Semi-Annual Beach Monitoring" means the monitoring in May and November pursuant to the physical monitoring plan in the permits for the most recent Project, as more fully described in Section IV.c of this Agreement.
- q. "Soft Costs" means costs associated with any Renourishment Project other than Sand Costs, including, but not limited to, the cost of Project Management. Soft Costs shall not include costs for work performed by City or Town employees.
- r. "Structures" means the erosion control structures that were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Trustees.
- s. "Third Party Funds" or "Third Party Funding" means funding obtained from third parties other than the City or the Town, including, but not limited to, local, state and federal sources.
- t. "Town" or "Hillsboro" means the Town of Hillsboro Beach, a municipal corporation and body politic within the State of Florida located in Broward County, Florida.
- u. "Trustees" means the Board of Trustees of the Internal Improvement Trust Fund.

IV. Settlement Terms. The Parties agree to settle the Litigation upon the following terms:

- a. Joint Coordinated Beach Renourishment.
 - i. The parties agree to jointly perform, in coordination with each other, Renourishment Projects every 5 years during the term of this Agreement (except as provided in IV.a) with a minimum design life of 5 years, for a total of up to 6 Renourishment Projects, so that the following Beach Profiles are achieved in the City and the Town at the conclusion of each Renourishment Project:
 - 1. Deerfield Beach Profile. Nourish the beach with beach compatible sand so that the groins and rubble mounds in the South Sector from SE 6th Street to SE 10th Street are buried by sand at the conclusion of each Renourishment. Nothing herein shall be construed as requiring Deerfield to ensure

that the groins and rubble mounds in the South Sector are buried by sand at any time other than immediately at the conclusion of each Renourishment Project.

2. Hillsboro Beach Profile. Nourish the beach with beach compatible sand from the Town line at SE 10th Street (approximately R-6.7) to approximately R-9.
- ii. Construction Date. The Parties agree that the anticipated construction date of the first Renourishment Project is between 2021 and 2023, and Renourishment Projects will take place every 5 years thereafter unless the Renourishment Project is deemed premature by the coastal engineers for both parties, or that it should take place at other times mutually agreed to by the Parties, in accordance with Section IV(a)(i), above.
- iii. Project Management. Hillsboro and Deerfield agree to jointly perform Project Management in coordination with each other. Deerfield shall be kept informed of Project Management activities through its City Manager or his or her designee, and Hillsboro shall be kept informed through its Town Manager or his or her designee. In the event the Parties have a disagreement over Project Management that they are unable to resolve, the Parties shall resolve the disagreement utilizing the Reviewing Consultant process in Section IV.d.
- iv. Selection Committee. The Parties will select the Renourishment Project contractor(s) in accordance with the qualifications-based selection process outlined in Section 287.055, Florida Statutes, as it may be amended from time to time or any superseding Florida Statute. The Selection Committee shall consist of the Hillsboro Beach Town Manager and the City of Deerfield Beach City Manager, or their designees, and one additional member from each of the Parties, for a total of two members from Hillsboro Beach and two members from Deerfield Beach.

The Selection Committee is authorized to review and rank proposals and issue a recommendation to the Parties. The Hillsboro Beach Commission and the Deerfield Beach Commission shall then meet in a joint session to discuss and approve a proposal, or reject all of them. In the event that the Commissions reject all proposals, they may vote to solicit and advertise for other qualified bids.
- v. Costs for Beach Renourishment. The Parties agree to use best

efforts to reduce the costs for Beach Renourishment by using the least expensive source of beach compatible sand and maximizing Third Party Funding for both Parties. The Parties agree, to the extent possible, to first apply Third Party Funds towards all Soft Costs, with remaining Third Party Funds being applied to Sand Costs.

However, Third Party Funds a Party receives from FEMA for a FEMA Project will apply only to that Party's Soft or Sand Costs subject to any limitation imposed by regulation or law.

In the event that Third Party Funds cannot be applied in whole or in part to a Renourishment Project due to the non-public status of any beach area or portion of any beach area, then such restricted Third Party Funds will nevertheless be applied to other permissible costs, including Soft Costs or Sand Costs even if only one Party receives a greater reduction of the Net Sand Costs. Nothing herein should be construed to permit the application of funds to any portion of a Renourishment Project that would violate law or conditions imposed as part of the disbursement of Third Party Funds. The Parties agree to pay for their own portion of the Net Sand Costs, based on the percentage of sand placed on each Party's respective Profile. Net Soft Costs will be divided evenly.

vi. Conditions Precedent

1. Monetary Cap

If the Net Cost of any Renourishment Project (after deducting Third Party Funds) shall exceed \$3 million for either Party, as adjusted by the Construction CPI for the Southeast Florida Region from the Effective Date (the "Monetary Cap"), then the renourishment project shall not move forward unless the greater expenditure is agreed to by the party or parties that would need to spend in excess of the Monetary Cap.

In the event that a Renourishment Project does not satisfy the Monetary Cap, the Parties agree to work together in good faith to reduce the scope of the Renourishment Project so that it will satisfy the Monetary Cap.

2. Third Party Funding.

If the Parties are unable to obtain Third Party Funding to cover at least 50% of the total cost of a Renourishment Project, then that Renourishment Project shall not proceed during that fiscal year ("Year One") and shall be attempted during the following fiscal year ("Year Two"), unless the Parties otherwise agree in writing.

If, during Year Two, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Renourishment Project shall not proceed during Year Two and shall be attempted during the following fiscal year ("Year Three"), unless the Parties otherwise agree in writing.

If, during Year Three, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Parties shall nevertheless proceed with that Renourishment project, subject to the Monetary Cap.

3. Nothing herein shall be construed to prevent the Parties from approving, in writing, a Renourishment Project that does not otherwise satisfy these conditions precedent.

- b. Maintenance of Public Access. Deerfield agrees that it will maintain public access along the shoreline at the Revetment to the extent required by state law.
- c. Semi-Annual Beach Monitoring. The Parties agree to jointly conduct and pay for Semi-Annual beach monitoring in May and November per the physical monitoring plan for the most recently completed Renourishment Project under this Agreement to determine whether, and the extent, a Renourishment Project is necessary. The Semi-Annual Beach Monitoring shall be treated as a Soft Cost. The Parties shall jointly manage the Semi-Annual Beach Monitoring. The Semi-Annual Beach Monitoring should be designed to fulfill the requirements necessary to pursue Third Party Funding (including, but not limited to, potential FEMA or other reimbursement sources should such reimbursement be available to maintain the beach renourishment). Each party shall share the results of this Semi-Annual Beach Monitoring data during the process of obtaining the report, including drafts, and once the report is prepared in final form. Within 30 days of receipt of a report on the Semi-Annual Beach Monitoring data, the designated staff or consultants of the Parties shall meet to review the data and formulate action plans regarding the need for

a Renourishment Project.

- d. Reviewing Consultant. In the event of a technical disagreement between the Parties' coastal engineers or consultants, the Parties shall use the following process to resolve the technical disagreement:
- i. The Party invoking the Reviewing Consultant process described herein shall so notify the other party in writing and, as part of that writing, provide the other party a list of at least three (3) potential Reviewing Consultants to resolve the disagreement. The other Party may select a Reviewing Consultant from that list or propose three alternative Reviewing Consultants, in which case the invoking Party may choose one of the three alternative Reviewing Consultants. If the invoking party does not choose one of the three alternative Reviewing Consultants proposed by the other Party, then each Party shall appoint a Reviewing Consultant and those two Reviewing Consultants shall appoint a third, neutral Reviewing Consultant, and the three shall serve as the Reviewing Consultant.
 - ii. The Parties will jointly engage the Reviewing Consultant and split the cost of the Reviewing Consultant with each Party paying 50% of the costs.
 - iii. The Parties shall jointly meet with the Reviewing Consultant and provide the Reviewing Consultant with information that the Reviewing Consultant deems necessary to resolve the disagreement.
 - iv. The Reviewing Consultant shall provide a written opinion to resolve the disagreement within 30 days of retention of the Reviewing Consultant, or such other time as the Parties may mutually agree.
 - v. The Parties are bound to use the Reviewing Consultant's opinion to resolve the disagreement unless both Parties mutually agree in writing to resolve the disagreement in a different manner from the Reviewing Consultant's opinion.
- e. FEMA Projects. If FEMA funds could be available to fund a FEMA Project, the Parties agree to apply, individually or jointly, for such FEMA funds. The Parties agree to coordinate with each other to jointly coordinate and undertake their FEMA Projects pursuant to any conditions or restrictions applicable to funds received from FEMA. Funds that a Party

receives from FEMA for a FEMA Project may be applied to that Party's Sand Costs at that Party's option and subject to any requirements or limitations imposed by FEMA. FEMA Projects do not qualify as a Renourishment Project under Section IV.a. However, if a FEMA Project is anticipated to take place in the same year that a Renourishment Project would regularly take place, the Parties may combine the FEMA Project with the Renourishment Project.

- f. Regional Sediment Management. Hillsboro and Deerfield shall work cooperatively to achieve the goal of establishing a regional sediment management process, and associated interlocal or other agreements, to maximize Third Party Funding, and to proactively manage the beach and inlet resources on a regional, rather than a municipal, basis that includes all government bodies with authority over the region between Boca Raton Inlet and Hillsboro Inlet — including, but not limited to, the Parties, the City of Boca Raton, the Hillsboro Inlet District, Broward County, Palm Beach County, the State of Florida and the federal government (“Regional Sediment Management”). The staff for the Parties shall meet and discuss the status of their efforts on Regional Sand Management at the same time they meet to discuss the Semi-Annual Beach Monitoring.
- g. Opportunities with Hillsboro Inlet District. Hillsboro shall explore cooperative opportunities with Hillsboro Inlet District to assist Hillsboro and Deerfield in achieving their goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, better management of the Hillsboro Inlet, use of the Hillsboro Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Hillsboro shall keep Deerfield informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- h. Opportunities with City of Boca Raton. Deerfield agrees to work in good faith to explore cooperative opportunities with the City of Boca Raton to assist Hillsboro and Deerfield in achieving the goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, confirm the the use of best practices for management of the Boca Raton Inlet, use of the Boca Raton Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Deerfield shall keep Hillsboro informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- i. Dismissal of the Litigation. Within 7 days of the Effective Date, Hillsboro shall file a voluntary dismissal of the Litigation with prejudice. Each Party shall bear its own attorney's fees, costs and expenses associated with the Litigation. This Settlement Agreement is intended to and shall resolve all

the Claims. By executing this Agreement, the Parties acknowledge and agree that all further judicial or administrative action related to the Claims are barred, except that the Parties sole recourse for any Claims shall be to move the Court to enforce the terms of this Settlement Agreement. The court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

- j. Consultants. Any agreements with consultants shall contain a provision that requires the consultant to have insurance that names both Deerfield and Hillsboro as additional insureds. Deerfield and Hillsboro agree that consultants working on beach renourishment projects shall be solely responsible for that consultant's negligent acts or omissions. Neither Deerfield nor Hillsboro will seek to hold the other party liable for any act or omission committed by any consultant. The Parties further agree that the Party selecting the consultant shall have no liability whatsoever to the other related to the selection of any consultant as permitted herein.
- k. Temporary Construction Easement. Deerfield agrees to grant Hillsboro a temporary construction easement for construction purposes only, as shown by Exhibit "A" or as otherwise agreed in writing, subject to appropriate surveying to establish the actual boundaries upon 60 days written notice of the need for such temporary construction easement. Any request for a temporary construction easement will be made by the engineers of record for a particular project based upon a determination that there is a need for such an easement for that project. Hillsboro agrees to be responsible for any damage caused in connection with independent construction activities that utilize the easement. Any use of the easement by Hillsboro is contingent upon the approval by Deerfield of a maintenance of traffic plan so as to ensure that traffic and businesses in the vicinity are not materially disrupted.

V. Miscellaneous Provisions.

- a. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Town: Town of Hillsboro Beach
 1210 Hillsboro Mile

Hillsboro Beach, Florida 33062

With a copy to: Goren, Cherof, Doody & Ezrol, P.A.
(Which Shall Not 3099 East Commercial Boulevard, Suite 200
Constitute Notice) Ft. Lauderdale, Florida 33308
Attn: D.J. Doody, Esq.

As to the City: City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
(Which Shall Not 200 E. Broward Blvd., STE 1900
Constitute Notice) Fort Lauderdale, Florida 33301
Attn: Anthony Soroka, Esq.

- b. Authority to Enter Agreement. The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.
- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- d. Binding Effect and Term. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns. This Agreement is effective for a term of thirty (30) years from the execution of the first Renourishment Project contract. This Agreement may be renewed by mutual agreement of the parties for up to four additional five-year periods.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this

Agreement.

- ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the Parties' respective Town and City Managers shall first meet to discuss and attempt to resolve the alleged Default. If the Parties' respective Town and City Managers are unable to resolve the alleged Default, then the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.
- iii. Remedy for Default. For any alleged Default not cured as provided in Section IV.e.ii of this Agreement, the non-Defaulting Party may seek injunctive relief or specific performance against the alleged Defaulting Party as the sole remedy. The court retains jurisdiction over the Parties to enforce the terms of this Agreement.
- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Section V.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party declared to be in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties, subject to the chosen mediator's availability, and documented in writing. The location of the mediation shall be at a location mutually selected by the Parties, or at a location in Broward County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their

respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the Parties may seek any and all legal or equitable remedies for the alleged Default. Mediation under Chapter 164, Florida Statutes, is not sufficient to comply with the requirements of this section.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.
- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.
- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes and it shall be recorded by the Parties in the official records of Broward County, Florida.
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard

to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Broward County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorneys' Fees, Costs, and Expenses. The Parties agree that each party shall bear its own attorneys' fees, expert witness fees, costs, and expenses incurred in connection with this Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Agency. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.
- t. Computation of Time. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.
- u. Police Powers. Nothing in this Agreement shall be deemed a waiver of any

Party's police powers.

- v. Fiscal Year. The obligations of the City or the Town to expend funds under this Agreement are limited to the availability of funds appropriated in a current fiscal period, and continuation of the expenditure of funds under this Agreement into a subsequent fiscal period, regardless of the Agreement term, and are subject to appropriation and the availability of funds in accordance with Chapter 166, Florida Statutes.
- w. Governmental and Property Owner Approvals. All obligations of the City and the Town under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.
- x. No Third Party Beneficiaries. This Agreement is not intended to and shall not give any party other than the Town or the City any interest or rights with respect to or in connection with this Agreement. Therefore, no third party shall be entitled to assert a right or claim against either the Town or the City based upon this Agreement.

TOWN OF HILLSBORO BEACH

By: Deborah L. Tarrant Deborah Tarrant, Mayor

Date: 10/6/2020

Approved as to Form and Correctness:

[Signature]
Town Attorney

ATTEST:

Sherry A. Henderson
Town Clerk



CITY OF DEERFIELD BEACH

By:  Bill Ganz, Mayor

Date: 10-8-2020

Approved as to Form and Correctness:


City Attorney

ATTEST:

[Seal]


for City Clerk

RESOLUTION NO. 2020/148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH THE TOWN OF HILLSBORO BEACH TO SETTLE THE LITIGATION STYLED *TOWN OF HILLSBORO BEACH VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach and the Town of Hillsboro Beach are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield; and

WHEREAS, Hillsboro Beach filed suit against Deerfield Beach in Broward County Circuit Court, Case No. 17-007784 (08), seeking to enforce permits issued to Deerfield Beach by the Board of Trustees of the Internal Improvement Trust Fund regarding certain erosion control structures that were constructed in the 1950s and 1960s (the "Litigation"); and

WHEREAS, the parties have negotiated a Settlement Agreement, attached as Exhibit "A," which is intended to resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

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

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

Section 2. The City Commission hereby approves the Settlement Agreement with the Town of Hillsboro Beach, attached as Exhibit "A".

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

Section 4. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney, and to do all things necessary, to implement the intent of this Resolution.

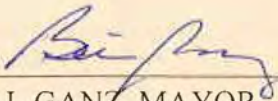
Section 5. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 8TH DAY OF OCTOBER, 2020.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

RESOLUTION NO. 2020-64

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND THE CITY OF DEERFIELD BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach; a copy of the Settlement Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this
6th day of OCTOBER 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson
Sherry D. Henderson, CMC
Town Clerk



RESOLUTION NO. 2020-64

RECORD OF TOWN COMMISSION VOTE:

		<u>YES</u>	<u>NO</u>
MAYOR D. TARRANT		☒	☐
VICE MAYOR I. KIRDAHY		☒	☐
COMMISSIONER V. FEAMAN	Motion	☒	☐
COMMISSIONER B. BALDASARRE		☒	☐
COMMISSIONER A. BROWN	Second	☒	☐

Attachment 3

Deerfield Beach Fiscal Plan

City of Deerfield Beach
Capital Improvement Plan
Capital Project Development Worksheet

Name of Project: <u>Joint Beach Renourishment</u>		Project Administrator: <u>SUSTAINABLE MANAGEMENT</u>				
Funding Analysis						
	Year 1	Year 2	Year 3	Year 4	Year 5	Estimated 5 year Total Cost
	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	
Proposed Capital Costs	\$ 250,000	\$ 200,000	\$ 2,500,000	\$ 200,000	\$ 200,000	\$ 3,350,000
						Total Project Funding
Funding Sources						
General Fund Operating	250,000	200,000	2,500,000	200,000	200,000	3,350,000
Enterprise Fund Operating	-	-	-	-	-	-
CRA Fund Operating	-	-	-	-	-	-
Fund Balance-Committed	-	-	-	-	-	-
Fund Balance-Unassigned	-	-	-	-	-	-
Debt/Loan Proceeds	-	-	-	-	-	-
Grant Funding	-	-	-	-	-	-
Total Capital Funding	\$ 250,000	\$ 200,000	\$ 2,500,000	\$ 200,000	\$ 200,000	\$ 3,350,000
Variance-over (short)	-	-	-	-	-	-
Project Cash Flow Estimate						
Project Activity	FY 2026 Cash Flow Estimate	FY 2027 Cash Flow Estimate	FY 2028 Cash Flow Estimate	FY 2029 Cash Flow Estimate	FY 2030 Cash Flow Estimate	Estimated 5 year Total Cost
Planning and Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering, Design, Permitting	250,000	200,000	-	200,000	200,000	850,000
Land Acquisition	-	-	-	-	-	-
Construction, Commissioning	-	-	2,500,000	-	-	2,500,000
Contract Administration	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total:	250,000	200,000	2,500,000	200,000	200,000	3,350,000
Contingency - 10%	-	-	-	-	-	-
Project Budget:	\$ 250,000	\$ 200,000	\$ 2,500,000	\$ 200,000	\$ 200,000	\$ 3,350,000
Previously Expended Project Cost:						179,871
Future Anticipated Project Cost (beyond FY30):						-
Total Estimated Project Cost:						\$ 3,529,871
Impact on Annual Operating Budget						
Operating Impacts (Increase/Decrease in Costs - describe and quantify):						
Cost Estimates	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials/Supplies	-	-	-	-	-	-
Contractual Services	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Preventative Maintenance	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Impacts (Increase/Decrease in Revenues - describe and quantify):						
Anticipated grant dollars / reimbursement from the State of Florida will come from the Local Government Funding Request through the Florida Department of Environmental Protection after the project is completed.						
Revenue Estimates	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
User Fees	-	-	-	-	-	-
Program Fees	-	-	-	-	-	-
Other/Miscellaneous	-	-	-	1,675,000	-	1,675,000
TOTAL	\$ -	\$ -	\$ -	\$ 1,675,000	\$ -	\$ 1,675,000

Attachment 4

Excerpt from Hillsboro Beach Annual Budget



TOWN OF HILLSBORO BEACH

Florida's **Magnificent** Mile



ANNUAL BUDGET

FISCAL YEAR 2025

**Town of Hillsboro Beach
Fiscal Year 2025 Budget**

General Fund - Capital Improvement Program (CIP)

Description	FY 2023	FY 2024			FY 2025		
	Actual	Annual Budget	Forecast	Variance Fav/(Unfav)	Annual Budget	Incr. Over Budget	% Incr. Budget
Beach Renourishment							
<u>FUNDING</u>							
Revenue							
Grant Revenue	\$ 10,406	\$ 92,470	\$ -	\$ (92,470)	\$ 4,161,836	\$ 4,069,366	4400.7%
Total Revenue	10,406	92,470	-	(92,470)	4,161,836	4,069,366	4400.7%
Loans							
Bank Loan	3,975,000	-	-	-	700,977	700,977	N/A
Loans	3,975,000	-	-	-	700,977	700,977	N/A
Transfer From General Fund	497,923	-	206,279	206,279	30,000	30,000	N/A
Total Funding	4,483,329	92,470	206,279	113,809	4,892,813	4,800,343	5191.2%
<u>EXPENDITURES</u>							
Engineering - Monitoring	42,433	75,000	75,000	-	-	(75,000)	-100.0%
Beach Engineering - Physical Monitoring	-	-	-	-	62,500	62,500	N/A
Beach Engineering - Biological Monitoring	-	-	-	-	50,000	50,000	N/A
Beach Engineering/Permitting - 2027	-	-	-	-	125,000	125,000	N/A
Intergov. Coordination & Program Support	-	-	12,000	12,000	25,000	25,000	N/A
Contingency Tasks	-	-	-	-	12,500	12,500	N/A
Beach Engineering (Dorian)	-	-	-	-	269,937	269,937	N/A
Beach Nourishment (Dorian)	-	-	-	-	4,337,876	4,337,876	N/A
Engineering - Qtrly Reporting	-	12,000	-	12,000	-	(12,000)	-100.0%
Beach Tilling / Scarp Removal	-	5,470	12,367	(6,897)	10,000	4,530	82.8%
Engineering - FY2022 Project	142,754	-	28,633	(28,633)	-	-	N/A
Construction - FY2022 Project	4,249,231	-	82,250	(82,250)	-	-	N/A
Loan Cost of Issuance	48,912	-	-	-	-	-	N/A
Total Expenditures	4,483,329	92,470	210,251	(93,781)	4,892,813	4,800,343	5191.2%
Funding Over/(Under) Expend.	\$ -	\$ -	\$ (3,972)	\$ 20,028	\$ -	\$ -	N/A

**Town of Hillsboro Beach
Fiscal Year 2025 Budget**

General Fund - Capital Improvement Program (CIP)

Description	FY 2023	FY 2024			FY 2025		
	Actual	Annual Budget	Forecast	Variance Fav/(Unfav)	Annual Budget	Incr. Over Budget	% Incr. Budget
Total							
<u>FUNDING</u>							
Revenue							
Grant Revenue	\$ 10,406	\$ 92,470	\$ -	\$ (92,470)	\$ 4,161,836	\$ 4,069,366	4400.7%
Total Revenue	10,406	92,470	-	(92,470)	4,161,836	4,069,366	4400.7%
Loans							
Beach Nourishment	3,975,000	-	-	-	700,977	700,977	N/A
Loans	3,975,000	-	-	-	700,977	700,977	N/A
Transfer In							
Beach Nourishment	497,923	-	206,279	206,279	30,000	30,000	N/A
Miscellaneous	142,220	120,000	129,265	9,265	100,000	(20,000)	-16.7%
Total Transfer In	640,143	120,000	335,544	215,544	130,000	10,000	8.3%
Total Funding	4,625,549	212,470	335,544	123,074	4,992,813	4,780,343	2249.9%
<u>EXPENDITURES</u>							
Expenditures							
Beach Nourishment	4,483,329	92,470	210,251	(117,781)	4,892,813	4,800,343	5191.2%
Miscellaneous	142,220	120,000	129,265	(9,265)	100,000	(20,000)	-16.7%
Total Expenditures	4,625,549	212,470	339,516	(127,046)	4,992,813	4,780,343	2249.9%
Total Expenditures	4,625,549	212,470	339,516	(127,046)	4,992,813	4,780,343	2249.9%
Funding Over/(Under) Expend.	\$ -	\$ -	\$ (3,972)	\$ (3,972)	\$ -	\$ -	N/A

Attachment 5

Lighting Ordinance (City of Deerfield Beach)

ORDINANCE NO. 2022/002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 34 "ENVIRONMENT," ARTICLE IV "OUTDOOR LIGHTING RESTRICTIONS," SECTION 34-60 "BEACH AREA OUTDOOR LIGHTING RESTRICTIONS" AND CHAPTER 46 "OFFENSES" SECTION 46-31 "OPEN BURNING" OF THE CITY CODE OF ORDINANCES TO INCORPORATE THE STATE OF FLORIDA MODEL SEA TURTLE LIGHTING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City recognizes that light pollution is a serious threat to sea turtles and other species inhabiting its beaches; and

WHEREAS, the City recognizes that nesting adult and hatchling sea turtles are negatively affected by light pollution created by artificial light visible from any portion of the beach; and

WHEREAS, the City recognizes that its economy, environment and the quality of life of its residents are enriched by a health sea turtle population; and

WHEREAS, the City desires to minimize the detrimental effect on the nesting sea turtle population, and other listed sensitive wildlife, by implementing a system of rules and regulations that reduces the amount of artificial light intentionally or unintentionally visible from the beach; and

WHEREAS, on December 17, 2020, the State of Florida enacted Rule 62B-55, a Model Sea Turtle Lighting Ordinance, which considers new technologies in lighting and additional research regarding the effect of lighting on sea turtle nesting; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Section 34-60 "Beach Area Outdoor Lighting Restrictions" and Section 46-31 "Open Burning" of the City Code to adopt the State of Florida model lighting requirements.

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

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

Section 2. Chapter 34 "Environment," Article IV "Outdoor Lighting Restrictions," Section 34-60 "Beach Area Outdoor Lighting Restrictions" of the City Code of Ordinances is hereby amended to read as follows:

Chapter 34 - ENVIRONMENT

Article IV - "Outdoor Lighting Restrictions"

Sec. 34-60. Beach area outdoor lighting restrictions.

- (a) *Definitions.* [The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Artificial light means any source of light emanating from a man-made device, including but not limited to, incandescent mercury vapor, metal halide, or sodium lamps, flashlights, spotlights, street lights, vehicular lights, construction or security lights.

Beach means that area of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves).

Certified Wildlife Lighting means lighting fixtures and bulbs reviewed and approved with conditions of use through the Florida Fish and Wildlife Conservation Commission's Wildlife Lighting Certification Process.

Cumulatively Visible means light from numerous artificial light sources that as a group can be seen by an observer standing anywhere on the beach.

Directly Visible means when glowing elements, lamps, globes, or reflectors of an artificial light source can be seen by an observer standing anywhere on the beach.

Foot-Candle means the English unit for measuring illuminance; the uniform illumination of a surface one foot away from a point source of one candela; one lumen per square foot; equal to 10.76 lux.

Floodlight means reflector type light fixture which is attached directly to a building and which is unshielded.

Full Cutoff means lighting fixture constructed in such a manner that no light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected at or above 90° as determined by photometric test or certified by the fixture manufacturer.

Fully Shielded means a lighting fixture constructed in such a manner that the glowing elements, lamps, globes, or reflectors of the fixture are completely covered by an opaque material to prevent them from being directly visible from the beach. Any structural part of the light fixture providing this shielding must be permanently affixed.

Indirectly Visible means light reflected from glowing elements, lamps, globes, or reflectors of an artificial light source that can be seen by an observer standing anywhere on the beach without the light source being directly visible.

Low profile luminaire level fixture means a light fixture set on a base ~~which~~ that raises the source of the light no higher than 48 inches off the ground, and is designed in such a way that light is directed downward from a hooded light source.

Long Wavelength means a lamp or light source emitting light wavelengths of 560 nanometers or greater and absent wavelengths below 560 nanometers.

New development shall include new construction and remodeling of existing structures when such remodeling includes alteration of exterior lighting.

Non-egress Lighting means exterior lighting that is not being used to light a distinct route or meet minimum requirements for emergency access to or from a building, including but not limited to decorative lights (e.g. strobe lights, string lights, etc.), balcony lights, landscape lights, and uplights.

Outdoor Area means any portion of a property that could have an artificial light source not attached to a permanent structure, including but not limited to pathway lighting, landscape lighting, pool lighting, etc.

Pole lighting means light fixture set on a base or pole which raises the source of the light higher than 48 inches off the ground.

Sea Turtle means any turtle, including all life stages from egg to adult, of these species: Green (*Cheloniemydas*), Leatherback (*Dermochelys coriacea*), Loggerhead (*Caretta caretta*), Hawksbill(*Eretmochelys imbricata*), and Kemp's ridley (*Lepidochelys kempii*). For the purposes of this Section, the term sea turtle is synonymous with marine turtle.

Sea Turtle Nesting Habitat means all sandy beaches adjoining the waters of the Atlantic Ocean, the Gulf of Mexico, and the Straits of Florida in all coastal counties and all inlet shorelines of those beaches. Nesting habitat includes all sandy beach and unvegetated or sparsely vegetated dunes immediately adjacent to the sandy beach and accessible to nesting female turtles.

Solar screen means screens ~~which~~ that are fixed installations and permanently project shade over the entire glass area of the window. ~~The screens must be installed outside of the glass and must:-~~

- ~~(1) Have a shading coefficient of .45 or less, and~~
- ~~(2) Carry a minimum five-year warranty, and~~
- ~~(3) Must have performance claims supported by approved testing procedures and documentation.~~

Tinted or filmed glass means glass modified via tinting, film or other material to reduce the inside to outside light transmittance value. window glass which has been covered with window tint or film such that the material has:-

- ~~(1) A shading coefficient of .45 or less, and~~
- ~~(2) A minimum five-year warranty, and~~
- ~~(3) Adhesive as an integral part, and~~
- ~~(4) Performance claims which are supported by approved testing procedures and documentation.~~

Shading coefficient means a coefficient expressing that percentage of the incident radiation which passes through the window as heat.

- (b) *New development.* It is the policy of the City of Deerfield Beach that no artificial light illuminate any area of the incorporated beaches of Deerfield Beach, Florida. To meet this intent, building and electrical plans for construction of single-family or multifamily dwellings, commercial or other structures, including electrical plans associated with parking lots, dune walkovers or other outdoor lighting for real property if lighting associated with such construction or development can be seen from the beach, shall be in compliance with the following:

(1) General Regulations.

- a. Floodlights are prohibited. Wall-mounted light fixtures shall be fitted with hoods so that no light illuminates the beach. Non-egress lighting may be affixed to the landward exterior of permanent structures provided that the lighting is fitted with a long-wavelength source and are not directly, indirectly, or cumulatively visible from any portion of the beach.
- b. Lighting at egress points shall be limited to the minimum number of fixtures and foot-candles necessary to meet federal, state, and local safety requirements.
- c. All lighting installed shall be Certified Wildlife Lighting, approved by the Florida Fish and Wildlife Conservation Commission.
- d. All egress and non-egress lighting shall comply with the minimum light levels set forth in applicable federal, state, and local laws to protect public safety.
- e. Temporary security lights at construction sites shall not be mounted more than 15 feet above the ground. Illumination from the lights shall not spread beyond the boundary of the property being developed, and in no case shall those lights illuminate the beach.

(2) Exterior and Interior Lighting Affixed to New Structures.

- a. All lighting affixed to the exterior of new permanent structures shall be long wave length, downward directed, full cut-off, fully shielded, and mounted as close to

the ground or finished floor surface as possible to achieve the required foot-candles.

- b. Locations including but not limited to stairwells, elevators, parking garages, or courtyards shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach. Solar screens, shades or curtains shall be used to block visibility of interior lights from the beach. Solar screens shall be used on open or enclosed staircases on the seaward or shore-perpendicular side of a building or parking garage to limit visibility of lights from the sea turtle nesting habitat.
- c. All glass windows, walls, railings, and doors on the seaward and shore-perpendicular sides of any new construction shall use tinted glass or solar screens, which must be installed outside the glass, and must have:
 - 1. A shading coefficient of .45 or less, and
 - 2. A minimum five-year warranty, and
 - 3. Adhesive as an integral part, and
 - 4. Performance claims that are supported by approved testing procedures and documentation.
- d. Emergency lights are not subject to the above standards if on a separate circuit and activated only during power outages or other situations in which emergency lighting is necessary for public safety and required by law.

(3) Lighting of Outdoor Areas:

- a. Lighting of parking and roadways shall consist of either:
 - 1. Ground-level downward-directed fixtures, equipped with interior dark-colored, non-reflective baffles or louvers, mounted either with a wall mount, on walls or piles, facing away from the beach, or
 - 2. Bollard-type fixtures, which do not extend more than 48 inches above the adjacent floor or deck, measured from the bottom of fixture, equipped with downward-directed louvers that completely hide the light source, and externally shielded on the side facing the beach, or
 - 3. Pole-mounted lights, which shall be downward directed on non-reflective surfaces, mounted at the minimum light level requirement to comply with Section 34-60(b)(1)d.

- b. Lighting of paths, walks, and routes of building access shall use low level fixtures such as step, paver, path, recessed wall, or bollard lights. Bollard lights are not to exceed 48 inches in height and other low-level fixtures are to meet the height requirements of FWC's Wildlife Lighting Guidelines. Fixtures shall be downward directed and utilize long wavelength lamps and beachside shields.
 - c. Ponds and fountains on the seaward and shore-perpendicular sides of any structures shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach.
 - d. Underwater lighting of pools or spas shall be mounted horizontally in the wall.
- (2) ~~Pole lighting shall be shielded in such a way that light will be contained within an area of three to 73 degrees on the seaward side of the pole. Outdoor lighting shall be held to the minimum necessary for security and convenience.~~
 - (3) ~~Low profile luminaires shall be used in parking lots and such lighting shall be positioned so that no light illuminates the beach.~~
 - (4) ~~Dune crosswalks, if lighted, shall utilize low profile shielded luminaires.~~
 - (5) ~~Lights on balconies shall be fitted with hoods so that lights will not illuminate the beach.~~
 - (6) ~~Tinted or filmed glass shall be used in windows facing the ocean above the first floor or multistory structures. Shade screens can be substituted for this requirement.~~
 - (7) ~~Temporary security lights at construction sites shall not be mounted more than 15 feet above the ground. Illumination from the lights shall not spread beyond the boundary of the property being developed, and in no case shall those lights illuminate the beach.~~
- (c) *Exemptions for new development.* The provisions of subsection (b) of this section shall not apply to any structure for which a building permit has been issued by the City of Deerfield Beach Building Department prior to the effective date of this article. Said structures shall be governed by the provisions of subsection (d) of this section.
 - (d) *Existing development.* It is the policy of the City of Deerfield Beach that no artificial light illuminates any area of the incorporated beaches of Deerfield Beach, Florida. To meet this intent, lighting of existing structures ~~which~~ that can be seen from the beach shall be in compliance with the following upon the effective date of this article:
 - (1) Lights illuminating buildings or associated grounds for decorative or recreational purposes or all lighting or sources of illumination of any kind shall be shielded

or screened such that they are not visible from the beach or turned off between sunset to sunrise during the period of March 1 to October 31 of each year.

- (2) Lights illuminating dune crosswalks of any areas oceanward of the dune line shall be turned off between sunset and sunrise during the period of March 1 and October 31 of each year.
- (3) Security lighting shall be permitted throughout the night so long as low-level fixtures profile luminaries are used and screened in such a way that those lights do not illuminate the beach.
- (4) Window treatments in windows facing the ocean above the first floor or multistory structures are required so that interior lights do not illuminate the beach.
- (5) No light fixture or source of illumination shall be illuminated between sunset and sunrise where the light emanating from said fixture illuminates any portion of the beach.
- (6) To reduce or eliminate the negative effects of existing artificial lighting, an existing development may implement one or more of the following measures:
 - a. Reposition, modify, or remove existing lighting fixtures so that the point source of light or any reflective surface of the light fixture is no longer directly, indirectly, or cumulatively visible from the beach;
 - b. Replace fixtures having an exposed light source with fully shielded fixtures;
 - c. Replace any light source, light bulb, or lamp that is not long wavelength (e.g. incandescent, fluorescent, or high intensity lighting) with the lowest wattage long wavelength (e.g. LED or low-pressure sodium) light source or lamp available for the specific application;
 - d. All replacement fixtures shall be Certified Wildlife Lighting.
- (e) *Publicly owned lighting.* Street lights and lighting at parks and other publicly owned beach access areas shall be subject to the following:
 - (1) Whenever possible, street lights shall be located so that the bulk of their illumination will travel away from the beach. These lights shall be equipped with shades or shields that will minimize backlighting and reduce their visibility from the beach.
 - (2) Lights at parks or other public beach access points shall be shielded or shaded during the period of March 1 to October 31 of each year.

(3) Lightbulbs and or fixtures may be replaced per the standards set forth in Section 34-60(d)(6).

- (f) The owner of the property where the offending light source exists shall be responsible for compliance with this article as well as any person or entity which owns the light source or that has responsibility for the care or maintenance of the light source.

Section 3. Chapter 46 "Offenses", Section 46-31 "Open Burning" of the City Code of Ordinances is hereby amended to read as follows

CHAPTER 46 - OFFENSES

Section 46-31. - Open Burning

- (d) *Exemptions.*

- (2) The exempt activities, uses, and devices specifically allowed under subparagraph (d)(1) are allowed only under the following conditions:

- a. The fire is setback a minimum of ten feet from any property line;
- b. The fire is properly contained;
- c. The fire is not used to burn yard waste, house refuse, garbage, recyclable materials, commercial debris, or items such as wood pallets, old furniture, pressured or chemically treated wood, or any processed wood such as particle board, plywood, or other similar materials; and
- d. There is a working source of running water within 100 feet of the fire, with a hose of at least 50 feet in length connected thereto and the party maintaining or starting the fire can demonstrate permission to use the source of running water.
- e. Fire pits located on the seaward and shore-perpendicular sides of any structure shall be shielded with an opaque structure or partition, and positioned such that the flame is not directly, indirectly, or cumulatively visible from any portion of the beach.

Section 4. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

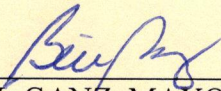
Section 5. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. That this Ordinance shall take effect immediately upon adoption on second reading.

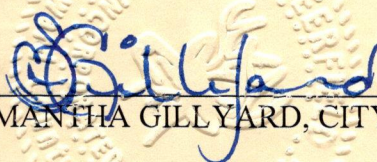
PASSED 1ST READING ON THIS 7TH DAY OF DECEMBER, 2021.

PASSED 2ND READING ON THIS 4TH DAY OF JANUARY, 2022.

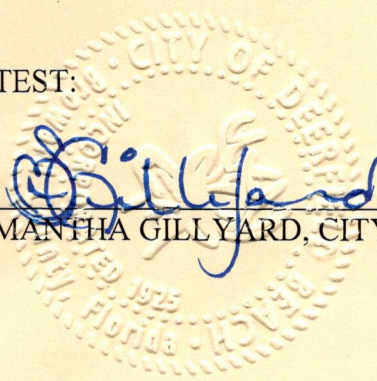


BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CITY CLERK



Attachment 6

Lighting Ordinance (Town of Hillsboro Beach)

Sea Turtle Lighting Information

The Town of Hillsboro Beach, Florida has an oceanfront beach which serves as a prime nesting habitat for sea turtles. The sea turtle has been identified as a threatened and endangered species whose hatchlings are threatened at least in part due to the artificial light from beachfront structures.

The Hazard for Sea Turtle Hatchlings

On beaches where artificial lighting is visible, the hatchlings' important journey to the sea is disrupted. Hatchling sea turtles emerging from nests at night are strongly attracted to light sources along the beach. Consequently, hatchlings move toward streetlights, porch lights or interior lighting visible through windows, and away from the relative sanctuary of the ocean. Hatchlings so misled fail to find their way to the sea and succumb to attacks by predators and exhaustion, drying in the morning sun, or strikes by automobiles on nearby parking lots and roads. Quite literally, a single light left on near a sea turtle nesting beach can misdirect and kill hundreds of hatchlings.

Turtle Lighting Ordinance

On September 4, 2007, the Town of Hillsboro Beach passed Ordinance 232 a Turtle Lighting Ordinance. This will allow for protection of the marine turtle nesting habitat, nesting females, and hatchlings. It is the policy of the Town to actively protect the sea turtles, their nests and their hatchlings. No lighting shall be installed, maintained or illuminated on public or private property that would directly illuminate the beach from sunset to sunup during the sea turtle nesting period from March 1 through October 31 of each year. Property owners are responsible for ensuring that all lighting along the beach is controlled so as not to illuminate the beach from sunset to sunrise during this period.

For more information, see the [Florida Fish and Wildlife Conservation Commission](#) website.

Reporting Violations

If you believe someone is in violation of the ordinance, you may [fill out and submit an online contact form](#).

Attachment 7

2024 Property Values

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308PR0170	\$209,200
484305DA0400	\$459,920
484308BC1960	\$502,990
484308AB0190	\$555,890
484305AB0350	\$272,240
484308BD0480	\$531,750
484308CA0420	\$706,890
484305CA0010	\$442,070
484305042063	\$498,130
484308CA0130	\$1,074,020
484308AA0060	\$366,380
484305AH1070	\$506,110
484308AD0050	\$400,000
484305NV0060	\$223,920
484308CH0970	\$518,680
484305NU0460	\$175,560
484308AH2330	\$245,490
484305AN0370	\$1,348,640
484308BC0810	\$457,240
484308CM0310	\$494,110
484308AH2160	\$434,280
484305DA0460	\$451,110
484308CH0200	\$725,010
484305DA0720	\$464,400
484308BD0740	\$526,020
484308AD0180	\$372,310
484308AP0320	\$507,870
484305AH1080	\$465,540
484305AH0920	\$715,920
484308BD1200	\$473,770
484305AH0720	\$776,790
484308CM0250	\$361,730
484308AH0280	\$622,760
484305CD0040	\$487,000
484305DA0320	\$534,200
484305AH0330	\$756,500
484308AH1620	\$245,490
484308CH0820	\$513,820
484305AG0130	\$163,210
484308AH2250	\$476,170
484305DA0210	\$446,680
484305DA0200	\$459,210
484305DA0000	\$0
484308BD1050	\$469,340
484305AG0010	\$163,210
484308CA0600	\$799,880
484308CJ0240	\$370,040
484308080070	\$707,250
484308AH0390	\$554,740
484308PP0150	\$723,290
484308PR0100	\$339,960
484308080740	\$672,540
484305NU0410	\$351,120
484305050020	\$2,168,040
484308AP0670	\$287,680
484308080600	\$885,790

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AH0800	\$343,740
484305NZ0060	\$884,690
484308AK0100	\$182,210
484305042250	\$553,120
484308BD0210	\$319,380
484308AA0000	\$0
484308CJ0130	\$283,220
484308BC0840	\$586,110
484308NN0380	\$205,140
484308CH0010	\$1,117,690
484305BH0010	\$395,490
484308CH0120	\$717,810
484305040000	\$0
484308BC1720	\$394,870
484308CH0800	\$753,680
484308080080	\$925,150
484308AN0220	\$1,998,460
484308NT0130	\$681,470
484305EA0070	\$794,840
484305AM0170	\$477,940
484308NN0590	\$374,960
484308AH0640	\$638,410
484305AH0300	\$424,970
484308AA0150	\$381,030
484305NU0900	\$1,286,610
484305EB0260	\$1,792,740
484305NU0450	\$175,560
484305NU0240	\$517,840
484308CM0370	\$312,800
484308AB0370	\$607,910
484308BK0070	\$1,430,060
484305042480	\$920,300
484308AE0010	\$1,123,140
484308BC1860	\$494,620
484308BC1290	\$399,040
484308CA0030	\$1,064,270
484305EC0010	\$199,680
484308CA0510	\$785,930
484305BH0070	\$391,770
484305AH0890	\$472,320
484308NP0110	\$549,310
484305DA0190	\$742,070
484305CK0160	\$753,820
484305DJ0000	\$0
484308AH1380	\$444,740
484308CA0250	\$1,229,470
484308AH1860	\$565,110
484308AP1160	\$496,090
484308AH2240	\$486,630
484308080200	\$1,469,310
484308NT0230	\$480,400
484308NN0000	\$0
484305DA0680	\$514,730
484308AN0290	\$1,492,130
484308CA0170	\$795,230
484305BM0000	\$0

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AN0250	\$1,332,480
484308AH0340	\$450,030
484305DA0770	\$574,360
484305BJ0100	\$415,160
484308AH1940	\$465,800
484308AP0390	\$450,440
484305BE0050	\$574,160
484308CA0380	\$724,460
484305DA0140	\$523,480
484308NN0530	\$374,960
484308AN0090	\$926,360
484308AH1030	\$470,980
484308BC0600	\$436,420
484308AH0290	\$408,160
484308AH1530	\$439,570
484305042880	\$1,504,110
484308AH0300	\$408,160
484305AH0630	\$458,760
484308AP0230	\$450,440
484305EB0320	\$1,656,320
484308BD0920	\$469,340
484308BJ0090	\$836,470
484308BC1270	\$399,040
484308BC0350	\$448,880
484305DA0000	\$0
484308BD1080	\$482,610
484308AP0700	\$346,120
484308080510	\$956,730
484305AG0050	\$163,210
484308AH1560	\$460,510
484305041590	\$855,950
484308080400	\$685,720
484308BC0090	\$436,420
484305AH0160	\$458,760
484308NP0060	\$466,820
484305AH0520	\$330,230
484308PR0190	\$274,580
484308AP1110	\$346,120
484308BD0700	\$451,900
484308AH2410	\$659,360
484308AN0250	\$1,482,390
484308BC2060	\$411,510
484308120000	\$0
484305AH0990	\$817,430
484308AN0080	\$927,010
484308BC0720	\$453,070
484305NU0380	\$503,070
484308BD0940	\$460,560
484305BH0160	\$333,000
484308AH2310	\$241,780
484305EB0210	\$1,144,980
484308AE0250	\$1,077,820
484308CG0030	\$612,660
484308AN0260	\$2,070,000
484308CA0640	\$771,990
484308AE0160	\$1,129,390

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305DC0130	\$388,640
484308AH1310	\$402,970
484305AH0730	\$803,870
484308AH0820	\$470,980
484305NZ0100	\$550,820
484305BE0030	\$563,110
484308130016	\$2,972,100
484305DA0030	\$734,730
484308000290	\$412,530
484308BD0410	\$351,540
484305041200	\$9,656,380
484305DA0580	\$455,540
484305DJ0090	\$401,760
484308NN0070	\$284,630
484305DH0130	\$387,960
484308AP0480	\$450,440
484308CH0640	\$674,000
484308CJ0250	\$378,210
484308AP0370	\$507,870
484305NV0120	\$231,090
484308CJ0020	\$345,290
484305AN0170	\$1,504,600
484305AB0230	\$263,380
484308CM0050	\$346,790
484305EB0130	\$1,089,800
484308NN0400	\$211,770
484305DA0390	\$528,460
484308AH0140	\$450,030
484308130014	\$2,814,230
484308BD0170	\$430,480
484305050040	\$1,843,990
484305AB0270	\$265,910
484305DM0030	\$475,360
484308BC1280	\$403,230
484305160020	\$653,360
484308CH0050	\$717,810
484308080460	\$956,610
484308BM0010	\$651,440
484308AP0740	\$496,090
484308AD0190	\$372,310
484305060090	\$804,380
484305AH0370	\$445,260
484305AH0440	\$499,400
484305AH1120	\$824,160
484305AH1270	\$546,770
484308BK0000	\$0
484305NZ0090	\$550,820
484308CM0610	\$788,800
484305AH0430	\$431,680
484308AD0070	\$324,000
484308NP0170	\$885,000
484305DA0540	\$568,820
484305042510	\$982,940
484308AH0570	\$460,510
484305EA0040	\$746,030
484308AN0060	\$908,170

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AE0000	\$0
484308AD0400	\$401,360
484308AB0300	\$596,870
484305CK0100	\$705,390
484308AB0260	\$566,570
484305DJ0020	\$406,490
484305BE0110	\$624,420
484308AP0850	\$438,670
484308080470	\$956,240
484305BH0120	\$329,820
484305NU0720	\$538,590
484308BM0120	\$1,003,530
484308CH0880	\$753,680
484305BH0000	\$0
484308AE0060	\$1,974,700
484308AA0110	\$381,030
484308CH0230	\$729,630
484308CA0450	\$1,248,920
484305050050	\$2,340,490
484305NU0200	\$344,200
484305AH0050	\$424,970
484305AN0190	\$1,673,540
484305AB0150	\$258,310
484308AH0500	\$465,800
484308NN0500	\$364,110
484308CM0120	\$539,460
484305CH0050	\$286,890
484308CA0620	\$1,822,370
484305NU0160	\$344,200
484308000090	\$5,181,050
484308BC1840	\$403,230
484308CH0260	\$725,010
484308NN0690	\$245,030
484305DA0080	\$557,780
484308PP0180	\$723,290
484308000360	\$35,658,030
484305CH0080	\$413,370
484308AH1300	\$544,280
484317000081	\$30,040,960
484308BC0130	\$444,790
484308AH1550	\$450,030
484308BD0230	\$417,970
484305042540	\$972,530
484308NT0220	\$480,400
484305042780	\$139,600
484308BC0541	\$374,130
484305AC0300	\$349,770
484305041250	\$1,511,680
484305220020	\$555,910
484305AN0030	\$1,102,500
484305EB0190	\$1,088,170
484308PP0140	\$733,310
484308PR0060	\$222,280
484308BC1530	\$407,320
484305NV0050	\$223,920
484308AN0230	\$1,671,390

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308150050	\$911,550
484305AH0530	\$695,630
484305AC0230	\$349,770
484308AA0000	\$0
484308BC1690	\$399,040
484305DA0150	\$455,380
484308BD1280	\$469,280
484305BM0020	\$504,000
484308BC0160	\$436,420
484308BJ0080	\$941,030
484308BC1620	\$394,870
484308CH0810	\$765,420
484308NN0800	\$337,500
484305DA0430	\$463,740
484308AP0920	\$346,120
484308AH0620	\$470,980
484308BD0500	\$464,600
484308CM0510	\$516,770
484305AH1350	\$546,770
484308AP0000	\$0
484308BD0310	\$771,020
484308BD1310	\$372,280
484308AH1340	\$238,080
484305NU0560	\$354,540
484308NN0560	\$385,840
484305NU0420	\$351,120
484308AD0240	\$372,310
484308AH2190	\$241,780
484305041850	\$738,430
484305042470	\$1,065,270
484308CG0010	\$653,100
484305AC0000	\$0
484308NP0010	\$732,400
484308080750	\$10
484308AN0350	\$141,530
484305043020	\$1,509,310
484308CM0600	\$743,460
484305043060	\$3,355,370
484305NU0440	\$351,120
484308CA0080	\$717,220
484308AH0420	\$413,330
484308NN0790	\$340,900
484308BD1290	\$487,160
484308AH2320	\$263,780
484305AH0510	\$492,610
484308AP0570	\$346,120
484308080520	\$956,630
484308NN0250	\$478,130
484308AP0790	\$346,120
484305AH1320	\$370,810
484308CM0470	\$312,800
484308AH0000	\$0
484308AB0630	\$730,740
484308000382	\$1,230
484305NU0350	\$498,130
484308CA0150	\$1,219,820

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AC0280	\$349,770
484305EA0000	\$0
484305AH0770	\$506,110
484317000070	\$15,847,660
484308000382	\$1,230
484308BC0330	\$586,110
484308AH2200	\$263,780
484305060070	\$695,710
484308CH0860	\$753,680
484305DC0070	\$387,000
484308BC1590	\$390,680
484305DA0840	\$468,940
484308080650	\$700,200
484308BC1380	\$403,230
484308AP1150	\$404,040
484308AP0220	\$450,440
484308NT0210	\$480,400
484308BC0680	\$440,610
484308CH1010	\$760,890
484308AH2370	\$470,980
484308AH1390	\$434,280
484308AP0840	\$438,670
484308AH1010	\$439,570
484305AB0330	\$362,980
484305AM0050	\$466,340
484308CH0750	\$1,168,380
484308NN0230	\$511,320
484305042550	\$867,580
484308BC0900	\$461,340
484308CM0170	\$312,800
484305DA0010	\$518,070
484308AH1600	\$413,330
484305DA0500	\$528,460
484308CH1000	\$760,890
484308AB0500	\$718,130
484308080500	\$756,870
484305DA0590	\$514,730
484305DH0050	\$384,540
484305041400	\$4,808,820
484305050130	\$1,185,400
484308AD0000	\$0
484308AH0980	\$486,630
484308BC0730	\$448,880
484305AN0000	\$0
484308AH0220	\$444,740
484305AH0950	\$458,760
484308NT0040	\$807,500
484305NY0100	\$104,600
484308NN0350	\$296,420
484305NU0840	\$543,760
484305NU0550	\$354,540
484305220050	\$564,650
484308AP0650	\$230,730
484305AM0110	\$472,140
484308CH0040	\$717,810
484308AB0360	\$692,960

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BD0220	\$455,570
484308AP0710	\$404,040
484308NP0081	\$335,680
484308AH1730	\$418,620
484308080210	\$741,340
484308BC1920	\$403,230
484308000000	\$0
484305AH1180	\$729,420
484308NN0620	\$369,530
484305041930	\$1,035,640
484308CH0780	\$753,680
484308BD0810	\$348,640
484305DH0010	\$537,000
484308BD0020	\$426,240
484305DC0090	\$390,290
484308BD0470	\$456,070
484308AA0100	\$381,030
484308080300	\$674,120
484308BD0190	\$417,970
484308BC1680	\$394,870
484305041970	\$2,337,670
484308BC1810	\$399,040
484305040000	\$0
484305NU0370	\$528,210
484308BD0850	\$456,260
484308AH2220	\$476,170
484305AC0440	\$349,770
484308AH0700	\$465,800
484308CH0610	\$746,560
484305NU0570	\$177,270
484308AP0870	\$230,730
484305AH0540	\$330,230
484305BJ0030	\$392,090
484308CH0220	\$494,220
484305NY0040	\$167,920
484317000081	\$30,040,960
484308080730	\$793,700
484308AB0210	\$623,940
484308CH0370	\$499,160
484308BC0740	\$586,110
484308AH1660	\$455,320
484308CH0710	\$746,560
484305042370	\$3,680,930
484305NU0650	\$358,000
484305DA0450	\$509,760
484305AH1220	\$539,980
484308NN0630	\$373,190
484308AB0250	\$539,610
484305AM0140	\$477,940
484305AC0610	\$236,800
484308AH2400	\$491,920
484308150070	\$717,190
484308BD0870	\$456,260
484305AC0330	\$249,270
484308CM0340	\$395,760
484308CJ0270	\$380,240

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BD0970	\$478,120
484308BC0020	\$432,240
484305AC0590	\$249,270
484308AN0120	\$1,062,130
484308AH1910	\$234,380
484305CD0120	\$491,430
484305AB0310	\$268,440
484308AH0810	\$470,980
484308AH0370	\$460,510
484305AM0200	\$483,730
484308BC1520	\$411,510
484308AK0020	\$177,420
484308BC1700	\$394,870
484305AM0020	\$466,340
484308AP1090	\$230,730
484305BH0030	\$388,030
484308CH0420	\$732,140
484305AC0380	\$236,800
484308CH0300	\$1,135,010
484308CB0100	\$499,760
484308AP0990	\$346,120
484305NU0870	\$678,040
484308BD1150	\$464,910
484305NU0260	\$498,130
484305NU0360	\$523,040
484305BJ0070	\$392,090
484308CJ0100	\$504,500
484305DA0750	\$836,740
484308BC1430	\$407,320
484308CM0490	\$403,460
484308AH1320	\$402,970
484308CJ0400	\$390,580
484308BC0820	\$453,070
484308AD0210	\$372,310
484305NY0090	\$152,780
484308PP0240	\$792,180
484305AC0070	\$349,770
484308NN0081	\$10
484317000071	\$1,430
484308AB0090	\$563,690
484308BM0140	\$662,560
484308AE0240	\$791,420
484305AH1310	\$736,210
484308BC1240	\$403,230
484305AH0690	\$445,260
484308AH1160	\$544,280
484308CA0220	\$688,230
484305BH0000	\$0
484308AP1080	\$403,790
484308CH0180	\$725,010
484308AH2070	\$241,780
484308BC0790	\$453,070
484308CJ0030	\$349,290
484308BM0040	\$626,020
484305041540	\$1,840,180
484305AH0900	\$512,900

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AH1470	\$219,790
484305043210	\$10
484308BC0360	\$444,790
484308BC0370	\$457,240
484308080450	\$756,950
484308BC0210	\$453,070
484308AN0300	\$2,090,260
484308BC0140	\$581,930
484308BC1390	\$407,320
484305AG0100	\$158,260
484308BC0750	\$581,930
484305AC0520	\$349,770
484308BC0760	\$440,610
484305NU0220	\$172,100
484308NN0510	\$367,690
484308NP0200	\$1,151,490
484308BD0630	\$469,090
484305BJ0020	\$392,090
484308PR0020	\$198,740
484308CH0700	\$746,560
484308CA0140	\$981,270
484308PP0210	\$757,740
484308BC1400	\$403,230
484308NN0220	\$506,270
484308AP0550	\$404,040
484308AE0290	\$817,780
484305AC0550	\$249,270
484305FB0050	\$1,256,600
484308130023	\$4,831,000
484305041500	\$1,186,620
484308AH0860	\$481,460
484308CH0350	\$659,410
484308AD0020	\$266,030
484308CH0850	\$753,680
484305AH0980	\$790,370
484308AP0150	\$623,000
484308AH0400	\$627,930
484308AB0490	\$705,570
484305CD0000	\$0
484308BC0630	\$448,880
484305DA0380	\$459,920
484308AH0580	\$460,510
484308AH1930	\$238,080
484305DA0090	\$528,960
484308BC0770	\$444,790
484305AG0000	\$0
484308AH1130	\$450,030
484308BC0960	\$453,070
484305AN0180	\$1,354,110
484308CH0990	\$760,890
484305BE0010	\$552,080
484305DA0020	\$845,990
484305DA0630	\$464,400
484308BC0780	\$444,790
484308CJ0340	\$535,300
484308AB0570	\$730,740

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308CJ0150	\$295,540
484308AH0410	\$413,330
484308BD0820	\$473,630
484308CH0940	\$760,890
484305AB0300	\$268,440
484305CD0060	\$491,430
484308CB0070	\$429,690
484308NN0200	\$556,890
484308CM0360	\$395,760
484308AD0220	\$372,310
484308BC1660	\$394,870
484308AE0210	\$1,077,820
484305AC0080	\$349,770
484308AP0270	\$519,490
484305NU0600	\$533,390
484305AK0040	\$787,620
484308AP0510	\$623,000
484308CM0420	\$573,440
484305EB0030	\$1,043,630
484308PP0000	\$0
484305AB0090	\$341,030
484308CH0250	\$725,010
484305DA0170	\$455,380
484305DH0030	\$383,980
484305AB0000	\$0
484308NN0260	\$482,900
484305AH1050	\$722,710
484317000052	\$800
484305CK0190	\$884,420
484308BC0890	\$453,070
484305NU0330	\$173,830
484308NP0130	\$762,920
484308CJ0260	\$524,960
484305041770	\$101,630
484308BD0570	\$447,530
484305AN0140	\$1,102,500
484305NZ0040	\$550,820
484308080250	\$711,170
484305NY0020	\$152,780
484308BM0100	\$939,030
484305AH1030	\$479,310
484305AH1300	\$370,810
484308AB0420	\$692,960
484308AA0090	\$523,310
484308CH0140	\$1,103,830
484308PP0110	\$800,520
484308PR0000	\$0
484305AH0380	\$485,820
484308NN0360	\$283,690
484308CA0490	\$730,130
484305AN0330	\$1,436,290
484308BD1220	\$478,190
484308CM0020	\$460,130
484305060080	\$931,980
484305AH0940	\$499,400
484305042820	\$10

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AH1290	\$533,190
484308BC1260	\$403,230
484305DA0800	\$472,830
484305DA0070	\$528,960
484308AH0240	\$455,320
484308AE0170	\$1,918,460
484305CK0130	\$863,220
484305CK0230	\$1,034,670
484308BC1370	\$407,320
484305AG0110	\$108,800
484308BC1800	\$403,230
484308AE0000	\$0
484308CH0090	\$717,810
484305DJ0030	\$397,030
484305EA0080	\$787,680
484305AH0090	\$458,760
484308CM0650	\$418,410
484308BC1250	\$399,040
484308AB0350	\$680,330
484305042000	\$2,636,230
484308AH0990	\$580,870
484308AH1210	\$216,080
484308AD0090	\$324,000
484305AM0130	\$483,730
484308AN0340	\$141,530
484308NN0710	\$353,220
484305EB0400	\$1,241,160
484308PR0050	\$274,580
484305AC0680	\$349,770
484308AB0110	\$519,240
484305AM0160	\$477,940
484308CA0390	\$720,780
484305NY0050	\$211,960
484308BC1450	\$473,890
484305AC0640	\$332,280
484308BK0120	\$771,590
484308BM0150	\$662,560
484308080390	\$886,750
484305AC0010	\$349,770
484305AC0250	\$349,770
484308BC0120	\$448,880
484308AH1420	\$455,320
484305AM0040	\$466,340
484308BM0180	\$708,640
484308BC1750	\$490,440
484305AH1100	\$519,690
484308AH1950	\$455,320
484308CB0030	\$420,340
484305NU0430	\$351,120
484308150100	\$702,990
484308CM0620	\$418,410
484308CH0020	\$717,810
484305EC0020	\$199,680
484308BD0000	\$0
484308AH1060	\$481,460
484308AH0960	\$486,630

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308CM0070	\$346,790
484305160090	\$653,080
484308NN0650	\$246,300
484308CM0080	\$290,180
484308BC1140	\$394,870
484308CB0050	\$490,410
484308BC0200	\$444,790
484308CA0270	\$804,530
484308AH0880	\$648,880
484308BC1510	\$407,320
484308NN0640	\$243,880
484305CK0240	\$1,586,660
484308AN0130	\$1,038,740
484308NN0170	\$818,120
484305BM0050	\$510,720
484308BC2000	\$411,510
484305CK0170	\$803,070
484308AH0890	\$434,280
484305EB0410	\$1,719,770
484308AE0260	\$1,077,820
484305DH0020	\$520,500
484308BD0980	\$460,560
484305EC0090	\$167,910
484305DA0660	\$468,290
484305BH0140	\$399,220
484305NZ0110	\$567,510
484308AB0430	\$705,570
484308NP0100	\$529,060
484308AH1450	\$408,160
484305AH0290	\$465,540
484305AB0240	\$351,160
484305AM0280	\$495,340
484308BD0890	\$531,080
484305NU0470	\$503,070
484305042890	\$12,100
484308AH1760	\$249,080
484305AH0820	\$452,030
484305CK0010	\$846,480
484305AH0030	\$452,030
484308AB0100	\$545,220
484308BC0520	\$428,140
484305AH0210	\$776,790
484308NN0490	\$360,500
484308PR0140	\$183,060
484308AH1840	\$470,980
484305CK0210	\$1,400,000
484308AP0210	\$450,440
484308PP0080	\$1,188,140
484305000091	\$10
484305AC0050	\$349,770
484305AG0020	\$108,800
484308080230	\$927,850
484308NN0730	\$360,500
484308AH0530	\$418,620
484305DA0480	\$528,680
484308BC1020	\$594,390

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AB0010	\$599,960
484308CA0240	\$990,510
484308AE0180	\$1,974,700
484308AP0000	\$0
484308CH0670	\$508,880
484305AN0300	\$1,332,480
484305042850	\$432,580
484308PP0070	\$1,119,100
484308BD0580	\$447,530
484308BC1610	\$394,870
484308BK0200	\$975,030
484305AC0630	\$332,280
484305EC0000	\$0
484308AN0020	\$886,860
484308080580	\$669,030
484305DC0150	\$388,640
484308PR0040	\$209,200
484305042491	\$1,718,360
484308BC0250	\$440,610
484305DC0000	\$0
484308AB0530	\$580,330
484308080760	\$10
484305AB0290	\$357,910
484308CH0460	\$739,340
484308CM0540	\$410,930
484308000383	\$1,090
484308BC1600	\$390,680
484308NP0190	\$1,129,130
484305220040	\$555,930
484308150110	\$683,770
484308AK0090	\$292,500
484308CH0740	\$1,142,870
484305AH1150	\$485,820
484308150011	\$1,181,090
484308AD0290	\$381,940
484308BD0930	\$478,120
484308000363	\$2,135,450
484305043190	\$1,607,150
484308BC0530	\$432,240
484305NZ0030	\$556,390
484308AH0760	\$643,700
484305AH0780	\$260,630
484305NZ0070	\$555,310
484317000100	\$23,714,850
484308CH0130	\$717,810
484308NN0770	\$340,900
484305160060	\$641,320
484305AC0400	\$332,280
484308BM0050	\$626,020
484308NN0010	\$436,220
484308BC0430	\$448,880
484305AN0210	\$1,420,130
484305DA0440	\$451,110
484305AM0100	\$472,140
484308CH0400	\$732,140
484308AN0320	\$127,380

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AN0260	\$1,332,480
484305041251	\$176,040
484308CM0130	\$354,260
484308AP0540	\$496,090
484308CH0680	\$751,330
484308AN0100	\$922,390
484308BD0090	\$451,080
484308AE0070	\$1,123,140
484308000320	\$10
484308NP0020	\$622,430
484305AH1360	\$533,190
484305DA0000	\$0
484305AH1110	\$797,140
484308BC0870	\$448,880
484308AH0540	\$418,620
484305AH1130	\$512,900
484308AH0380	\$460,510
484308BC0060	\$577,740
484308AH1350	\$219,790
484308AB0200	\$574,780
484308AD0230	\$372,310
484305DA0570	\$468,290
484308080540	\$681,320
484308BK0140	\$771,590
484308AP0610	\$230,730
484308AP0950	\$496,090
484308CJ0190	\$370,040
484308150120	\$687,460
484305NV0040	\$223,920
484305AG0080	\$163,210
484305AH0000	\$0
484305AH0020	\$763,290
484308BD1010	\$365,320
484305AH0590	\$770,080
484305042620	\$967,850
484305AC0120	\$249,270
484308NP0210	\$1,522,830
484305042950	\$57,176,980
484305BE0100	\$612,410
484308CH0840	\$753,680
484308NN0340	\$293,490
484308AD0120	\$400,000
484305AH0130	\$309,880
484308PR0110	\$274,580
484305DA0560	\$455,540
484308CH0340	\$732,140
484308BM0000	\$0
484305000140	\$143,310
484308AN0140	\$936,100
484308PR0080	\$248,430
484305AC0260	\$349,770
484305AN0230	\$1,420,130
484308BD1060	\$808,810
484308AN0280	\$1,394,940
484317000084	\$7,460,530
484305DA0470	\$459,920

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308CH0470	\$739,340
484305CD0020	\$487,000
484308AP0091	\$272,280
484308AH0650	\$423,810
484308CM0190	\$354,260
484305EB0270	\$1,096,830
484305AG0090	\$108,800
484308BC1300	\$0
484305AH0150	\$309,880
484305AC0450	\$349,770
484308BJ0050	\$941,030
484308BD0110	\$344,660
484305AH0350	\$472,320
484308NN0060	\$321,660
484308CA0180	\$724,460
484308BD1240	\$469,280
484308AE0020	\$1,123,140
484308AD0010	\$266,030
484308BC1460	\$411,510
484308BJ0060	\$836,470
484305NU0130	\$517,840
484308CA0540	\$1,018,470
484305AB0260	\$265,910
484305BH0150	\$399,220
484308AP0020	\$623,000
484305AH0420	\$472,320
484308NN0440	\$225,000
484308CM0500	\$630,080
484308AH2040	\$256,380
484308CG0080	\$659,810
484305EB0070	\$1,326,630
484305DA0610	\$464,400
484308AN0170	\$751,210
484308BD0390	\$460,110
484308BD0130	\$413,790
484308AH1900	\$252,680
484308AB0070	\$599,960
484308AP0340	\$623,000
484305AB0020	\$303,870
484308BC0310	\$453,070
484308CM0480	\$403,460
484308AP0600	\$230,730
484305EB0280	\$1,136,380
484305AC0350	\$249,270
484305FB0000	\$0
484305AC0430	\$321,630
484308BJ0010	\$1,338,360
484308AP0760	\$404,040
484308BC1950	\$407,320
484308AH1570	\$576,390
484305AG0000	\$0
484308AH1780	\$252,680
484305AC0560	\$236,800
484308CJ0160	\$359,710
484305NV0010	\$223,920
484308BK0210	\$975,030

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AH2000	\$570,400
484305NV0030	\$223,920
484308AH1700	\$465,800
484308NN0570	\$389,680
484305DA0280	\$777,940
484305AH0110	\$431,680
484305CA0040	\$442,070
484305AC0310	\$249,270
484308080060	\$707,140
484308BC1210	\$399,040
484305AH0680	\$485,820
484308AP0180	\$623,000
484308BC1480	\$411,510
484305NU0400	\$351,120
484308BM0060	\$668,920
484305AN0150	\$1,504,600
484305AC0660	\$349,770
484305NU0800	\$361,420
484305AH1170	\$364,020
484305CK0090	\$689,080
484305050000	\$0
484305042600	\$10
484305DA0240	\$455,380
484305AN0540	\$1,879,610
484305DM0010	\$494,370
484305DA0370	\$528,680
484305AC0420	\$349,770
484308AA0020	\$366,380
484308AH1750	\$227,190
484308CA0400	\$702,810
484308AN0150	\$935,440
484308AP0100	\$303,270
484308AH2300	\$439,570
484308AH0440	\$444,740
484305DA0850	\$538,800
484308AH1740	\$418,620
484305DA0930	\$468,940
484308AH0550	\$450,030
484305BE0080	\$585,200
484308080670	\$662,270
484308AA0070	\$366,380
484305060200	\$1,951,270
484308CJ0380	\$378,210
484308BC0180	\$440,610
484305AH1190	\$364,020
484308CB0060	\$490,410
484308BD1100	\$482,610
484308CA0520	\$716,190
484308AB0130	\$563,690
484305AN0220	\$1,689,700
484308CM0160	\$354,260
484305NU0290	\$347,670
484305BJ0040	\$392,090
484308CM0290	\$361,730
484308080160	\$890,510
484305AC0650	\$349,770

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AB0410	\$607,910
484308BC0610	\$444,790
484308AH2150	\$434,280
484308NN0420	\$218,380
484308BJ0000	\$0
484305AB0140	\$258,310
484308NN0270	\$487,710
484305DA0160	\$523,270
484308BD0200	\$455,570
484305042690	\$1,607,140
484308BC2010	\$407,320
484305AC0360	\$249,270
484305DA0490	\$459,920
484305AH0870	\$499,400
484308AP0250	\$542,490
484308BC1190	\$399,040
484308BD0550	\$447,530
484308AP1030	\$230,730
484308AH1790	\$234,380
484308CG0060	\$545,520
484305CD0030	\$487,000
484305NZ0000	\$0
484305BJ0000	\$0
484308AH1870	\$423,810
484305BE0070	\$585,200
484308130021	\$4,867,750
484308AB0060	\$552,630
484305AB0080	\$337,660
484308CM0280	\$361,730
484308150010	\$10
484308NN0090	\$287,490
484308BC2020	\$411,510
484308BC0041	\$374,130
484308BK0220	\$975,030
484305BE0020	\$552,080
484305EB0240	\$1,441,480
484308BC0420	\$590,200
484308NN0580	\$371,280
484308AH1710	\$633,220
484305DA0270	\$523,270
484305AH0830	\$519,690
484305CH0060	\$183,910
484308CA0120	\$678,930
484308BC2040	\$411,510
484308CH1020	\$760,890
484305NU0860	\$580,300
484305EB0160	\$1,384,080
484308CH0000	\$0
484308AP0820	\$230,730
484305NZ0050	\$884,690
484305000090	\$10
484305AC0290	\$349,770
484308AK0050	\$273,320
484308AH0560	\$450,030
484308BC0850	\$444,790
484308BM0130	\$691,170

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308NN0240	\$516,390
484308AP0560	\$346,120
484308AH0330	\$450,030
484305DH0100	\$384,540
484305AH1280	\$492,610
484305042790	\$148,550
484308AH0670	\$455,320
484305AH0390	\$323,460
484305CK0030	\$846,480
484305DA0180	\$854,470
484308CM0570	\$312,800
484305DA0830	\$539,010
484308NT0120	\$681,470
484308AP0500	\$507,870
484308CM0000	\$0
484308AH1810	\$450,030
484308CJ0140	\$289,360
484305AH0460	\$763,290
484308AH0610	\$470,980
484308CG0040	\$615,680
484308AP0620	\$403,790
484308AH2290	\$439,570
484305041450	\$2,047,890
484308080700	\$670,870
484308BC1970	\$498,810
484305AN0070	\$1,102,500
484308BC1350	\$407,320
484308BC0110	\$440,610
484308AH0320	\$439,570
484305NU0660	\$358,000
484308BD0160	\$763,500
484308BC0490	\$457,240
484308NN0280	\$427,500
484305BH0130	\$406,680
484308NP0230	\$856,590
484308AH0900	\$434,280
484305AN0290	\$1,332,480
484305NU0810	\$180,710
484305AH0880	\$526,480
484305AH0860	\$810,660
484308NP0000	\$0
484308BJ0030	\$1,338,360
484308CH0080	\$489,370
484308BC0390	\$461,340
484308AH0090	\$439,570
484308AE0200	\$1,077,820
484308AB0120	\$545,220
484308160000	\$0
484305NV0020	\$223,920
484308CH0440	\$972,560
484308NP0090	\$518,790
484308CJ0410	\$398,880
484308BC1930	\$407,320
484308CA0230	\$1,083,670
484305AG0120	\$163,210
484308080010	\$1,864,490

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BK0230	\$975,030
484308PR0180	\$261,500
484308AH1200	\$234,380
484308BK0020	\$2,216,590
484305AC0600	\$249,270
484308AE0130	\$1,123,140
484308BC0440	\$453,070
484308150090	\$819,950
484305AB0190	\$260,840
484308CH0900	\$1,179,560
484305042310	\$1,683,680
484308BC1870	\$407,320
484308NN0540	\$378,690
484305NY0030	\$147,270
484308BD0620	\$460,490
484305EB0150	\$1,384,080
484308BD0150	\$426,240
484308NN0150	\$852,220
484308AP1170	\$496,090
484308NP0050	\$457,760
484308NN0750	\$367,690
484308AB0390	\$559,980
484305DA0620	\$533,660
484308NT0050	\$335,500
484308CA0630	\$1,870,980
484308BM0090	\$939,030
484308PR0230	\$274,580
484308CM0210	\$482,790
484308BC1710	\$399,040
484305AB0210	\$351,160
484305DA0740	\$793,310
484308BD0050	\$451,080
484305042460	\$1,065,700
484308NN0180	\$562,530
484305AB0070	\$253,240
484308BC1180	\$394,870
484308AB0620	\$641,060
484308BC1360	\$403,230
484308CJ0420	\$545,630
484308CH0630	\$746,560
484308BD0370	\$460,110
484305CH0030	\$402,660
484308AN0210	\$1,224,180
484308AD0130	\$412,070
484308BC1730	\$399,040
484305AC0500	\$349,770
484308NN0890	\$340,900
484305EC0030	\$167,910
484308BC1770	\$399,040
484305AH0570	\$506,110
484305AN0310	\$1,436,290
484308BD0380	\$422,070
484305AC0210	\$349,770
484305AH0070	\$743,000
484308NN0430	\$220,590
484308AH0830	\$481,460

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308CH0480	\$739,340
484305BM0030	\$504,000
484305NU0790	\$361,420
484305NU0620	\$512,920
484308CA0360	\$744,030
484308CJ0210	\$345,290
484308AH1150	\$617,570
484305AB0060	\$253,240
484305AC0150	\$332,280
484308AP0440	\$542,490
484308AH0310	\$407,050
484305AH1010	\$533,190
484308CH0310	\$732,140
484308CA0190	\$702,190
484308NT0160	\$589,780
484305EB0330	\$1,498,920
484305NU0150	\$344,200
484308080570	\$669,000
484308080050	\$873,780
484305BJ0050	\$415,160
484305NU0390	\$351,120
484308BD0760	\$793,710
484305NU0700	\$89,500
484308NN0660	\$248,760
484308NP0000	\$0
484317000050	\$18,280,760
484305AN0360	\$1,348,640
484308AE0050	\$1,874,810
484308BD0010	\$755,920
484308AN0310	\$127,380
484308080490	\$756,870
484308AK0140	\$278,110
484308AD0260	\$381,940
484308AH0600	\$470,980
484308130015	\$2,893,130
484308CM0390	\$395,760
484305BJ0090	\$392,090
484305NU0310	\$347,670
484317000060	\$20,027,170
484308BM0080	\$939,030
484308AE0110	\$1,918,460
484308AH0690	\$465,800
484308080420	\$953,760
484305AH0760	\$465,540
484308AH1890	\$230,780
484308AH2030	\$234,380
484308CH0030	\$717,810
484308AH1960	\$476,170
484308CA0460	\$753,390
484308CA0330	\$1,093,430
484305NY0000	\$0
484308AP0680	\$346,120
484308130022	\$4,848,000
484308AH1140	\$450,030
484305AH0250	\$479,110
484308000340	\$10

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AH0280	\$316,670
484308BC0290	\$448,880
484308CH0390	\$732,140
484308AB0640	\$2,174,640
484308AH0480	\$465,800
484308BC1150	\$399,040
484305DA0980	\$844,840
484305AC0670	\$321,630
484305NU0270	\$347,670
484308AH1370	\$223,490
484308CA0020	\$669,700
484308CJ0010	\$339,110
484308AD0060	\$400,000
484305AB0280	\$354,530
484305EB0390	\$1,246,270
484308AK0030	\$263,730
484308BC1420	\$403,230
484308CM0700	\$788,800
484308AH0150	\$544,280
484308BD1270	\$438,440
484308BC1010	\$598,570
484308AH1360	\$241,780
484305NU0480	\$528,210
484305NV0110	\$231,090
484305AC0270	\$349,770
484305DA0130	\$504,720
484305NU0490	\$533,390
484305BH0050	\$399,220
484308AB0550	\$630,010
484308BD0290	\$510,860
484308AP0830	\$403,790
484308BD1020	\$460,560
484305EC0040	\$167,910
484308CH0290	\$1,109,910
484308CM0400	\$618,760
484305BH0040	\$323,490
484308CA0010	\$730,130
484308BC0070	\$432,240
484308NN0450	\$227,240
484308CA0430	\$1,103,130
484308AB0140	\$611,960
484317000084	\$7,460,530
484305AN0420	\$1,721,930
484308AP0040	\$450,440
484305042140	\$134,230
484308BC0660	\$577,740
484305AN0560	\$2,587,110
484308BD1350	\$478,190
484308AH1970	\$465,800
484308AK0000	\$0
484308AH0660	\$423,810
484308CA0290	\$711,490
484308CH0570	\$739,340
484308BC1900	\$403,230
484308BD0240	\$455,570
484305AC0480	\$349,770

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308NN0120	\$814,180
484308AH2020	\$429,100
484308CH0500	\$739,340
484308AD0330	\$381,940
484305NU0280	\$347,670
484308BM0030	\$626,020
484305DA0940	\$539,010
484305CH0120	\$291,190
484308AH0910	\$465,800
484305CH0100	\$291,190
484308NP0220	\$888,320
484305160080	\$652,660
484305NU0780	\$361,420
484308PR0240	\$300,720
484305DA0050	\$770,230
484308AP0780	\$346,120
484305CH0000	\$0
484308AH0180	\$402,970
484305EB0120	\$1,094,330
484305NZ0010	\$884,690
484308080360	\$894,770
484305AC0190	\$321,630
484308AB0050	\$534,500
484308NN0110	\$781,600
484308AH2090	\$460,510
484308NN0330	\$436,080
484305EB0290	\$1,195,620
484308CB0020	\$481,070
484308BD0950	\$478,120
484305AC0540	\$349,770
484305DH0070	\$383,410
484308BC0100	\$444,790
484305DA0790	\$459,980
484305AM0030	\$466,340
484308CH0510	\$750,840
484308CA0160	\$725,430
484308AB0270	\$585,820
484305AC0570	\$249,270
484308BC0640	\$444,790
484305DA0330	\$451,110
484308080260	\$711,070
484308BC1740	\$494,620
484305AC0180	\$349,770
484305EB0250	\$1,441,480
484308080220	\$703,600
484308AE0230	\$791,420
484308CJ0170	\$372,230
484308AP0360	\$623,000
484305NV0100	\$231,090
484308BC0280	\$453,070
484305AB0250	\$354,530
484305AC0140	\$249,270
484305CD0050	\$487,000
484308AD0080	\$324,000
484308BC0560	\$440,610
484308000380	\$20,774,200

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AH1180	\$397,680
484308CA0110	\$739,430
484308NT0000	\$0
484308AH1640	\$249,080
484308AH1400	\$455,320
484305NV0090	\$231,090
484308AH0450	\$455,320
484305NV0080	\$231,090
484308000381	\$18,997,880
484308BD0040	\$413,790
484308CM0520	\$584,770
484308NP0150	\$823,960
484308BC1990	\$407,320
484308010030	\$10
484305041460	\$2,944,130
484305AN0200	\$1,354,110
484308AN0270	\$1,687,760
484305NZ0020	\$556,390
484308AP0330	\$623,000
484308BD1170	\$464,910
484308CA0650	\$846,380
484308CH0450	\$1,146,190
484308PP0190	\$757,740
484308130012	\$2,656,350
484308AP0380	\$450,440
484308AK0130	\$278,110
484305NY0070	\$97,720
484308CH0530	\$744,040
484308AH0750	\$570,400
484308AP0110	\$450,440
484308BC1910	\$407,320
484308AH0590	\$470,980
484308AP0960	\$496,090
484305AC0700	\$349,770
484305AM0150	\$477,940
484308080140	\$730,970
484308AH0950	\$486,630
484308000383	\$1,090
484308AH0270	\$549,460
484308AH1170	\$397,680
484308AH1270	\$439,570
484308BC0970	\$461,340
484308080120	\$1,855,700
484305NU0230	\$493,210
484308CH0960	\$772,710
484308080380	\$790,670
484308NN0210	\$562,460
484308CH0430	\$732,140
484308AH1880	\$423,810
484308CH0870	\$753,680
484308CA0090	\$692,940
484308AH1990	\$643,700
484305AM0220	\$483,730
484308AP1050	\$403,790
484308AH1040	\$470,980
484308AD0160	\$372,310

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308CH0550	\$739,340
484305160000	\$0
484308BC1550	\$482,170
484308BC1650	\$399,040
484308BD1300	\$469,280
484308AH1480	\$241,780
484308CM0350	\$395,760
484308BD0490	\$447,530
484305050140	\$649,820
484308BC0080	\$436,420
484305EB0200	\$1,144,980
484308AK0060	\$273,320
484305DA0880	\$764,110
484308AP0770	\$346,120
484308AH1290	\$617,570
484305AH0100	\$485,820
484308PR0220	\$313,810
484305CK0120	\$863,220
484308AD0030	\$314,360
484308BC1630	\$490,440
484305042330	\$2,986,190
484305CK0140	\$873,700
484308AP0350	\$623,000
484305AC0370	\$236,800
484308CH0930	\$760,890
484308BC0480	\$465,520
484308BD1040	\$536,130
484305CH0070	\$291,190
484305AB0220	\$263,380
484308AB0170	\$555,890
484308080430	\$953,830
484305AB0040	\$306,910
484308AB0290	\$680,330
484308AH0920	\$465,800
484305DA0300	\$534,200
484308BD0730	\$0
484305AG0070	\$163,210
484308BD1120	\$482,610
484308AH1830	\$460,510
484305AH0500	\$452,030
484308CM0590	\$410,930
484305CH0000	\$0
484308CA0040	\$971,970
484308CG0000	\$0
484308AP0640	\$403,790
484308CH0170	\$725,010
484308PP0100	\$946,270
484305DC0060	\$387,000
484308BC1540	\$411,510
484308BC1830	\$399,040
484308BD0460	\$778,610
484308BD0660	\$345,290
484308CM0740	\$426,110
484308CA0370	\$813,830
484308NT0000	\$0
484305AH0740	\$492,610

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308NN0760	\$337,500
484308CJ0290	\$359,560
484308PR0120	\$300,720
484308BD0780	\$473,630
484305DC0110	\$388,640
484308BC1670	\$399,040
484308NT0080	\$335,500
484308BJ0020	\$1,442,910
484308PP0170	\$723,290
484305AB0120	\$335,580
484308CM0300	\$607,420
484308080340	\$670,300
484308NT0041	\$10
484308AH1580	\$554,740
484308AB0470	\$598,640
484305AK0030	\$748,140
484308CM0090	\$346,790
484308BK0080	\$1,430,060
484308AB0520	\$609,360
484308AA0030	\$366,380
484308AD0200	\$372,310
484305EB0020	\$991,880
484308AH0250	\$455,320
484308AH0130	\$450,030
484305050060	\$6,055,220
484305DA0260	\$455,380
484308BD0330	\$460,110
484305AC0390	\$332,280
484305042050	\$10
484308NP0030	\$518,790
484308BC1780	\$403,230
484308CM0720	\$426,110
484305AH0270	\$682,070
484308080680	\$665,170
484305CA0020	\$438,040
484308CH0950	\$760,890
484308CH0580	\$739,340
484308BC1340	\$469,710
484305160040	\$674,400
484308BD0840	\$473,630
484305EB0180	\$1,050,310
484308PP0220	\$746,330
484308BC0030	\$432,240
484305NU0890	\$339,020
484305041800	\$177,930
484305AN0450	\$1,364,800
484308NN0320	\$431,770
484308CM0750	\$312,800
484308BC0570	\$573,660
484308NN0860	\$337,500
484308CH0110	\$717,810
484305AH0610	\$485,820
484305DM0060	\$590,590
484305DA0410	\$862,940
484305160100	\$654,060
484308AH0230	\$455,320

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305DA0900	\$459,980
484308BC0470	\$457,240
484305AM0120	\$477,940
484305AH0060	\$465,540
484308NN0030	\$352,470
484305050120	\$905,060
484308AH0710	\$476,170
484308AN0070	\$936,050
484308PP0040	\$1,583,830
484308AH0630	\$565,110
484308BC1560	\$390,680
484308BC1580	\$394,870
484308CM0380	\$395,760
484308CJ0110	\$359,710
484305DA0510	\$785,660
484305AN0500	\$1,364,800
484308AP0890	\$346,120
484305DA0220	\$504,720
484305AH0840	\$506,110
484308AH1650	\$230,780
484305AN0470	\$1,364,800
484305CH0000	\$0
484308CM0730	\$426,110
484308AH1440	\$549,460
484308PR9999	\$10
484308NN0020	\$565,740
484308AB0450	\$598,640
484305NU0190	\$344,200
484305050010	\$2,994,280
484305NU0820	\$180,710
484308CH0150	\$1,123,920
484305BH0020	\$388,030
484317000020	\$32,058,980
484308AH0120	\$450,030
484308CJ0220	\$320,460
484308CJ0370	\$372,080
484308NN0550	\$382,010
484308CA0210	\$748,730
484308CM0260	\$361,730
484305050100	\$1,002,040
484305AM0070	\$477,940
484308BD0600	\$456,070
484308AH2100	\$481,460
484305AB0130	\$344,410
484305AC0460	\$349,770
484305DA0340	\$463,740
484308NN0160	\$810,020
484305DA0100	\$446,680
484308NT0180	\$589,780
484308AP0930	\$404,040
484305AM0180	\$483,730
484305160070	\$652,490
484305DH0080	\$389,670
484308CH0320	\$732,140
484308AH0770	\$429,100
484308080170	\$1,432,750

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308CJ0090	\$365,900
484308CH0270	\$725,010
484305050110	\$837,300
484308BC0920	\$594,390
484305BE0060	\$574,160
484308CB0080	\$429,690
484308AH1690	\$455,320
484305AH1040	\$357,310
484308080100	\$728,760
484305AH1200	\$512,900
484305DA0730	\$533,660
484308AA0010	\$425,000
484308BC1050	\$355,700
484308NN0460	\$347,300
484305EA0060	\$712,120
484308PR0010	\$183,060
484305AM0230	\$483,730
484305DC0140	\$388,640
484308CJ0070	\$264,590
484308AH2140	\$575,580
484308AH2340	\$267,380
484305AN0080	\$1,102,500
484308BC0930	\$590,200
484305DC0030	\$387,000
484308CJ0310	\$376,090
484305DA0860	\$468,940
484305NU0180	\$344,200
484308AP0410	\$450,440
484308AH1720	\$559,930
484305042320	\$979,580
484308080290	\$744,700
484305AG0030	\$158,260
484308AH0870	\$575,580
484305042830	\$299,540
484308160000	\$0
484308CJ0360	\$363,920
484308BC1061	\$10
484305042060	\$10
484308AP0120	\$450,440
484308NN0740	\$364,110
484305AH1230	\$526,480
484305AN0460	\$1,364,800
484305AH0550	\$479,110
484305DA0120	\$446,680
484305041790	\$70,200
484308BC1880	\$403,230
484308AH2230	\$465,800
484308BC0150	\$577,740
484305DJ0060	\$399,390
484308CH1040	\$1,164,810
484308NN0080	\$287,490
484308AP0060	\$450,440
484305CK0220	\$1,034,670
484305AM0210	\$483,730
484308NN0140	\$843,770
484305DA0000	\$0

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308NN0000	\$0
484305EB0000	\$0
484308AE0080	\$1,123,140
484308CJ0120	\$277,040
484308NP0070	\$433,340
484308CM0140	\$354,260
484305AC0530	\$349,770
484308BD0140	\$505,800
484308BD0680	\$451,900
484308BC1030	\$461,340
484308BD0960	\$351,920
484305DC0120	\$388,640
484305EA0020	\$690,940
484308CJ0300	\$365,760
484308AH1980	\$476,170
484305AH1160	\$526,480
484308CG0050	\$393,830
484305AN0280	\$1,603,920
484308BK0050	\$1,020,540
484305BH0080	\$326,660
484305050150	\$766,800
484305NU0730	\$543,760
484308NN0900	\$313,060
484308080040	\$873,830
484308AP0490	\$450,440
484308CA0320	\$697,530
484308AP0860	\$403,790
484305DA0420	\$749,390
484308BD1110	\$355,280
484308AH1490	\$223,490
484308BC1570	\$390,680
484308BC0220	\$448,880
484305060000	\$0
484308NN0410	\$213,900
484308CM0040	\$346,790
484308BJ0000	\$0
484308AE0120	\$1,974,700
484308BD1130	\$464,910
484308AB0000	\$0
484305AN0390	\$1,348,640
484305DA0810	\$459,980
484308AB0600	\$590,520
484308AH1080	\$491,920
484305DA0290	\$820,500
484308CH0490	\$739,340
484308AB0540	\$609,360
484308AH1770	\$230,780
484305AH1090	\$533,190
484308BK0060	\$1,020,540
484308AK0040	\$273,320
484305AH1060	\$357,310
484305AN0120	\$1,102,500
484305041690	\$2,942,620
484305DM0020	\$475,360
484308AH0780	\$429,100
484305AH0450	\$485,820

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305EA0010	\$697,220
484305NV0070	\$231,090
484308AH2050	\$238,080
484305NU0520	\$354,540
484308BC1200	\$394,870
484308NT0090	\$417,100
484308BC0540	\$432,240
484308BK0130	\$771,590
484308AB0030	\$534,500
484308BC1850	\$498,810
484308NN0610	\$451,500
484308AD0100	\$324,000
484308NN0520	\$371,280
484305EB0440	\$1,935,560
484308BC0620	\$440,610
484308NP0180	\$902,520
484305AH0310	\$492,610
484305AB0110	\$255,780
484305AH0220	\$465,540
484308NT0110	\$644,330
484305DH0110	\$385,680
484308AD0380	\$604,520
484308CJ0080	\$349,440
484308AH0800	\$460,510
484308000360	\$35,658,030
484308CA0530	\$1,112,890
484305EA0050	\$739,320
484308CB0110	\$439,030
484305AH0930	\$350,520
484308AP1060	\$438,670
484308080440	\$963,570
484308CH0190	\$725,010
484308AD0370	\$604,520
484308BD0070	\$451,080
484305DA0780	\$544,640
484308BC1320	\$403,230
484308CA0260	\$734,730
484308BK0170	\$771,590
484305AN0440	\$1,636,240
484305AC0320	\$236,800
484308AH0080	\$429,100
484308AH1610	\$223,490
484308AN0160	\$931,410
484305AM0010	\$466,340
484308BC1760	\$403,230
484308AH1280	\$450,030
484308CA0340	\$999,810
484308AE0280	\$791,420
484308BJ0100	\$941,030
484308BD1260	\$358,560
484308NT0170	\$589,780
484305DM0000	\$0
484308CB0000	\$0
484305042520	\$855,610
484308AB0160	\$574,780
484305043100	\$1,034,470

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AB0040	\$509,070
484308CH0330	\$732,140
484308PP0050	\$1,233,890
484305CH0040	\$291,190
484305DH0090	\$385,110
484308CJ0050	\$252,270
484308AK0080	\$335,660
484305AH0580	\$492,610
484305NU0000	\$0
484305AH0970	\$512,900
484308080350	\$894,720
484305AH0120	\$472,320
484308AH0520	\$633,220
484308BC1090	\$390,680
484308PR0130	\$183,060
484308CH0160	\$725,010
484305042800	\$10
484305CH0110	\$286,890
484308AD0350	\$471,530
484305EB0090	\$1,003,860
484308AB0310	\$577,290
484305AH0490	\$506,110
484308CM0580	\$410,930
484308080310	\$886,290
484308AD0340	\$471,530
484308CM0530	\$410,930
484305AH0850	\$783,580
484308BC1160	\$394,870
484308AH1190	\$212,490
484305AC0620	\$236,800
484308AH1540	\$460,510
484308BD0510	\$342,000
484305NU0540	\$354,540
484305FB0020	\$668,020
484305AH0260	\$316,670
484308010030	\$10
484308NT0030	\$724,680
484308080640	\$886,150
484308BK0040	\$1,020,540
484308BD1330	\$469,280
484305AB0050	\$337,660
484305AM0000	\$0
484305EA0030	\$665,530
484308AB0610	\$620,030
484308CM0440	\$403,460
484308AH2080	\$470,980
484308AP1000	\$346,120
484305AC0020	\$349,770
484308AN0240	\$1,204,210
484305041910	\$900,040
484305DJ0050	\$408,860
484308CM0030	\$528,130
484305AH1260	\$519,690
484308CH0070	\$728,980
484305AH0040	\$479,110
484308AE0220	\$1,077,820

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305NU0140	\$493,210
484308100010	\$3,558,000
484308130024	\$4,823,630
484308AP0880	\$230,730
484305AH0010	\$736,210
484308AH0350	\$460,510
484308080590	\$885,720
484308NN0840	\$337,500
484308AH0720	\$476,170
484308080630	\$886,140
484308AP1100	\$230,730
484308AP0420	\$519,490
484308BD0750	\$460,490
484308AP0200	\$450,440
484308PR0030	\$248,430
484308BC0800	\$448,880
484308AB0220	\$635,940
484305NU0630	\$358,000
484308AP0630	\$438,670
484308AH0200	\$434,280
484305042960	\$1,960
484308AH1100	\$1,151,170
484308AD0140	\$372,310
484305AC0170	\$349,770
484308BC0190	\$383,570
484305043070	\$1,642,500
484308AP0910	\$346,120
484308BC1980	\$411,510
484308NN0810	\$340,900
484305EB0370	\$1,184,520
484305AN0090	\$1,102,500
484308AD0110	\$324,000
484308CA0300	\$695,590
484308CM0630	\$418,410
484308AP0170	\$623,000
484305EB0230	\$1,592,890
484308130030	\$4,809,000
484305NU0690	\$89,500
484308AD0310	\$381,940
484308AP0030	\$507,870
484308PP0230	\$792,180
484308CH0240	\$725,010
484308CA0100	\$681,180
484305BE0000	\$0
484308CA0410	\$767,330
484308PP0020	\$1,375,310
484308NN0310	\$427,500
484308080110	\$714,740
484308BC0690	\$440,610
484308CA0580	\$1,063,180
484308BD0260	\$348,130
484308AH0360	\$460,510
484308AB0380	\$587,970
484305NU0530	\$354,540
484305EA0090	\$758,710
484305AH0190	\$472,320

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305BE0090	\$600,400
484305EB0170	\$1,721,390
484305220010	\$556,630
484308AP0970	\$496,090
484308BD0450	\$434,770
484305DA0040	\$518,070
484305DA0230	\$446,680
484308AH1070	\$491,920
484308000381	\$18,997,880
484308NP0040	\$529,060
484305AN0050	\$1,102,500
484305AM0240	\$489,540
484308BC1310	\$399,040
484305NU0340	\$173,830
484308080280	\$927,850
484308AD0000	\$0
484308AH1510	\$227,190
484308CA0470	\$823,130
484305AH0600	\$797,140
484308AP0050	\$450,440
484305DC0020	\$387,000
484305BM0010	\$514,080
484308BC0880	\$457,240
484305041380	\$721,120
484305DA0250	\$523,480
484308NN0130	\$898,830
484308BD0610	\$786,130
484308CH0590	\$1,131,860
484305AN0040	\$1,102,500
484305BJ0080	\$392,090
484308CH0980	\$765,740
484308AH1820	\$470,980
484317000040	\$40,017,650
484305AH0960	\$526,480
484308BC0550	\$436,420
484308AB0480	\$618,960
484308AP0900	\$346,120
484308080030	\$708,670
484308AH1590	\$413,330
484305AH0320	\$479,110
484308AP0080	\$519,190
484308BD0120	\$413,790
484305NU0740	\$517,840
484308BD0990	\$478,120
484308AB0230	\$585,820
484305EB0310	\$1,190,740
484305DA0760	\$544,640
484308BC1000	\$461,340
484308BD0430	\$422,070
484308PP0200	\$757,740
484308CM0110	\$471,460
484305AC0340	\$249,270
484308BC0340	\$444,790
484308AH0030	\$544,280
484305CD0090	\$487,000
484308BD0270	\$417,970

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305CD0110	\$487,000
484305AN0240	\$1,603,920
484308CH0560	\$739,340
484308BC1080	\$394,870
484305041611	\$1,170,180
484308CA0070	\$739,430
484308BD1030	\$460,560
484305NU0250	\$523,040
484308BC1470	\$407,320
484305AH1000	\$506,110
484305EB0360	\$1,143,290
484308080150	\$863,280
484308BC1581	\$340,840
484305DA0890	\$472,830
484305CD0070	\$491,430
484305DM0040	\$475,360
484308BD0910	\$801,300
484317000070	\$15,847,660
484305AM0270	\$489,540
484308AH0050	\$397,680
484308AP0090	\$542,490
484308NN0880	\$337,500
484308BC0320	\$590,200
484308AB0560	\$718,130
484308AB0020	\$552,630
484308AD0300	\$381,940
484308080720	\$886,570
484305DA0690	\$455,540
484308BC1230	\$465,520
484308NT0211	\$480,400
484308BD1230	\$487,160
484308AH2010	\$429,100
484308AH0020	\$390,620
484308CA0200	\$688,410
484308AH2170	\$238,080
484305DA0970	\$801,030
484308AH1090	\$491,920
484305AN0060	\$1,102,500
484308AD0040	\$314,360
484308080330	\$669,780
484308CH0720	\$746,560
484308BM0070	\$977,160
484305NU0170	\$344,200
484308AN0200	\$1,152,300
484308CH0520	\$504,020
484308010030	\$10
484305AB0010	\$227,900
484308PP0010	\$1,383,290
484308BC2030	\$407,320
484305DJ0080	\$411,210
484308BJ0120	\$941,030
484308AP0580	\$346,120
484308AD0250	\$372,310
484305AC0030	\$349,770
484305AN0520	\$2,053,120
484308BC1940	\$403,230

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308150080	\$702,440
484308CM0270	\$312,800
484308AH2350	\$343,450
484305042160	\$90,210
484305050080	\$877,120
484305042062	\$498,130
484308NN0040	\$339,270
484305AH11340	\$479,110
484308AP1140	\$346,120
484308CH0100	\$717,810
484308AH1330	\$216,080
484308CM0690	\$743,460
484308BC0910	\$457,240
484308CM0220	\$570,000
484308NN0390	\$207,210
484305042870	\$264,450
484308CA0310	\$757,980
484305AC0220	\$349,770
484305DC0040	\$387,000
484308AN0110	\$743,900
484308PP0130	\$799,970
484308BC2050	\$407,320
484308AD0170	\$372,310
484308CH0410	\$732,140
484308AE0270	\$791,420
484308AD0270	\$381,940
484308CM0200	\$596,100
484308AE0190	\$1,077,820
484308BC0460	\$461,340
484305DA0700	\$464,400
484308NT0070	\$522,000
484308AH2110	\$470,980
484308AP0400	\$450,440
484305160150	\$10
484305CK0150	\$873,700
484308NP0080	\$441,930
484305DC0080	\$388,640
484305AH0650	\$336,960
484317000050	\$18,280,760
484305EB0110	\$1,094,330
484308CA0590	\$1,027,130
484308PR0210	\$248,430
484317000100	\$23,714,850
484305DA0530	\$539,460
484305DA0870	\$879,860
484305BE0040	\$563,110
484308AH2120	\$481,460
484305AC0510	\$349,770
484308BD0520	\$464,600
484305AM0060	\$466,340
484308BM0020	\$626,020
484308BC0590	\$436,420
484308NN0600	\$378,690
484308AB0510	\$630,010
484305BE0120	\$636,430
484308NN0290	\$431,770

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AH1630	\$227,190
484308BD0770	\$464,910
484308NN0470	\$350,770
484308CH0770	\$753,680
484308NP0120	\$560,190
484308AH0010	\$450,030
484305EB0010	\$957,330
484308AP0750	\$496,090
484317000020	\$32,058,980
484308AH2270	\$654,070
484308BC0580	\$432,240
484308AP0720	\$496,090
484308CH0280	\$725,010
484308BC1070	\$394,870
484308BC0700	\$448,880
484305AN0350	\$1,348,640
484305EC0050	\$199,680
484305AN0020	\$1,102,500
484305041610	\$763,450
484305NY0010	\$103,220
484308CM0010	\$573,440
484308BD0640	\$451,900
484308CA0000	\$0
484308AD0320	\$381,940
484305042930	\$194,800
484305AM0080	\$472,140
484308BC1130	\$399,040
484308BC0650	\$581,930
484308AE0140	\$1,123,140
484308CM0330	\$395,760
484308AH0840	\$481,460
484308080660	\$672,080
484308CH0760	\$753,680
484308BC1120	\$461,340
484308PR0070	\$248,430
484305AM0260	\$489,540
484305BH0100	\$395,490
484305AB0160	\$344,410
484308NN0680	\$242,640
484305AH0230	\$492,610
484308BK0090	\$1,430,060
484305EC0060	\$199,680
484308CJ0390	\$388,540
484305DJ0070	\$401,760
484305AC0200	\$349,770
484308AB0320	\$549,790
484308AP0160	\$623,000
484308080610	\$676,820
484305AH0810	\$492,610
484305FB0060	\$1,164,660
484308BM0170	\$662,560
484317000040	\$40,017,650
484305AB0030	\$230,180
484308NT0200	\$619,510
484308AH1110	\$586,060
484305EB0220	\$1,140,270

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305CD0010	\$491,430
484308BJ0110	\$1,045,590
484305AB0360	\$362,980
484308NT0100	\$644,330
484308AH1800	\$460,510
484308AN0330	\$127,380
484317000060	\$20,027,170
484305NZ0000	\$0
484308150040	\$934,740
484305042770	\$136,460
484308BK0180	\$771,590
484308CM0410	\$505,440
484308CM0670	\$418,410
484305EB0040	\$1,043,630
484308150021	\$1,093,830
484308CH0890	\$1,153,800
484308CB0090	\$499,760
484308NT0020	\$724,680
484305DA0910	\$519,710
484305AH0660	\$702,360
484305CK0020	\$846,480
484308CM0550	\$410,930
484308BD0540	\$464,600
484308AH1250	\$429,100
484308CH0660	\$758,130
484308080020	\$2,469,950
484305NZ0000	\$0
484308AH0060	\$397,680
484308CH0360	\$743,560
484308BC0170	\$440,610
484308CB0120	\$439,030
484308CA0440	\$1,009,170
484308PP0090	\$1,049,440
484305AN0490	\$1,364,800
484308AH0680	\$455,320
484308AP0190	\$507,870
484308BD0420	\$422,070
484308CM0680	\$418,410
484308BD0400	\$422,070
484308AH0460	\$455,320
484308NN0820	\$337,500
484305042760	\$124,680
484308BD0720	\$407,340
484305AM0090	\$472,140
484308CJ0040	\$246,090
484305050160	\$831,480
484308PP0250	\$998,840
484308AH0730	\$476,170
484305060210	\$1,083,410
484308CH0910	\$873,790
484308AH0490	\$465,800
484305NZ0080	\$556,390
484305CA0030	\$438,040
484308BC0270	\$444,790
484308NN0700	\$349,720
484308CJ0060	\$258,400

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BD0300	\$430,480
484305160030	\$674,570
484308BC1040	\$394,870
484308BC0400	\$457,240
484308CJ0200	\$339,110
484308BD1140	\$482,610
484305041520	\$1,038,640
484305NU0590	\$507,990
484305AH0410	\$377,010
484308BD0250	\$417,970
484308BC1500	\$411,510
484308CJ0230	\$357,740
484308AH2260	\$486,630
484308120010	\$15,648,130
484305AG0040	\$108,800
484305AN0110	\$1,102,500
484308BK0100	\$771,590
484305NU0710	\$512,920
484305AG0140	\$163,210
484308BD1320	\$469,280
484308NN0190	\$568,130
484308AP0470	\$450,440
484308AD0360	\$604,520
484308BC0050	\$444,790
484308NN0830	\$340,900
484308AH0100	\$439,570
484308BC1060	\$394,870
484305042190	\$873,450
484305AC0160	\$332,280
484305AH0140	\$675,360
484305AH0640	\$499,400
484308AH2180	\$260,080
484308AP0430	\$542,490
484308AK0150	\$302,090
484305NZ0120	\$567,510
484308AP0590	\$346,120
484308AE0090	\$1,167,360
484305041580	\$940,470
484308AH2130	\$648,880
484308NN0720	\$356,730
484305040000	\$0
484308AP0520	\$623,000
484308130010	\$2,577,450
484308BD0790	\$456,260
484305EB0430	\$1,556,310
484305DA0550	\$539,460
484305NU0640	\$358,000
484308AB0180	\$529,430
484305CG9998	\$1,148,690
484305NU0510	\$354,540
484305AN0510	\$2,215,780
484308AA0050	\$366,380
484305AN0130	\$1,102,500
484308CM0560	\$410,930
484305NU0850	\$949,240
484305AH1330	\$519,690

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AC0040	\$349,770
484305AC0490	\$349,770
484308CA0560	\$762,690
484308AB0440	\$618,960
484305AH0790	\$709,140
484308000270	\$10
484305DA0600	\$533,820
484308150010	\$10
484305CK0000	\$0
484308BC0410	\$594,390
484308BD0560	\$355,020
484308080620	\$675,260
484305AC0690	\$349,770
484305DA0710	\$533,820
484308AH0940	\$476,170
484305DA0650	\$756,720
484308AH1500	\$245,490
484308PP0000	\$0
484308000030	\$10
484305060110	\$1,436,100
484308AN0040	\$886,860
484308AH0740	\$476,170
484308NP0140	\$674,500
484308CH1030	\$760,890
484308BC1110	\$465,520
484308BD0030	\$451,080
484305DA0960	\$538,800
484308AD0390	\$604,520
484308BC0000	\$0
484305042840	\$454,070
484308CM0150	\$354,260
484305AC0240	\$349,770
484305CK0180	\$855,390
484308AH0970	\$486,630
484308AH1460	\$408,160
484308080710	\$886,610
484308BD0830	\$456,260
484305AH1020	\$479,110
484308AH2360	\$481,460
484308BD0800	\$473,630
484308AH1000	\$654,070
484305DC0100	\$388,640
484305EB0060	\$1,326,630
484308AP1070	\$438,670
484308AP0240	\$519,490
484308AB0460	\$570,160
484305043160	\$1,766,620
484308CM0320	\$562,110
484308AK0120	\$278,110
484308PR0200	\$248,430
484308000282	\$10
484308AH1050	\$481,460
484305042170	\$387,930
484308PP0260	\$998,840
484308NN0850	\$340,900
484308AK0070	\$297,300

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BD0000	\$0
484308BC0230	\$586,110
484308BC0300	\$457,240
484308AH2280	\$580,870
484317000071	\$1,430
484308AP0450	\$519,490
484308080560	\$885,790
484305AN0160	\$1,779,230
484308AP0530	\$496,090
484308AH0070	\$429,100
484308CJ0350	\$390,510
484305EB0420	\$1,556,310
484308BJ0070	\$836,470
484308NN0910	\$316,200
484305042530	\$1,079,820
484308AN0180	\$1,072,530
484308AA0160	\$439,660
484305AH0480	\$479,110
484305AH0910	\$350,520
484305AH0080	\$770,080
484305AB0000	\$0
484308CM0640	\$418,410
484308AP0980	\$404,040
484308CH0540	\$739,340
484305AB0340	\$272,240
484308AH0850	\$481,460
484305CH0020	\$413,370
484305050030	\$1,948,040
484308BD1160	\$368,800
484305DC0010	\$388,640
484308AB0240	\$566,570
484305CK0070	\$787,480
484308130020	\$4,919,000
484308AP0660	\$230,730
484308CM0660	\$312,800
484308080480	\$956,610
484305042150	\$45,490
484308BK0190	\$975,030
484308BD0350	\$460,110
484308AB0580	\$641,060
484308CH0790	\$753,680
484308BD0900	\$464,910
484305050081	\$776,960
484308AH1230	\$219,790
484305AC0470	\$349,770
484308AE0150	\$1,167,360
484305CK0060	\$739,030
484308CH0920	\$760,890
484305AH0620	\$512,900
484305AH1240	\$803,870
484308BJ0040	\$836,470
484305EB0380	\$1,246,270
484308BC1410	\$407,320
484308AP0810	\$230,730
484308BD0440	\$515,910
484308NN0870	\$295,750

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AH0210	\$444,740
484308BD1340	\$546,240
484308AP0310	\$450,440
484305AB0200	\$347,790
484308BK0160	\$771,590
484308CJ0280	\$353,590
484305AN0380	\$1,620,090
484305220060	\$10
484308PP0120	\$794,200
484308BC0500	\$598,570
484308BD0180	\$455,570
484308BC0010	\$428,140
484308AE0100	\$1,129,390
484305CD0080	\$487,000
484305NU0680	\$358,000
484308NN0050	\$330,440
484305AN0410	\$1,452,370
484308BC1890	\$407,320
484308000410	\$252,920
484305DH0060	\$386,260
484308AP0130	\$450,440
484305AH0400	\$688,860
484308CA0480	\$746,030
484308AH2380	\$491,920
484308BD0710	\$358,430
484305AH0470	\$790,370
484308BD0670	\$469,090
484308BC1330	\$473,890
484308CA0050	\$1,210,070
484308AH1920	\$256,380
484305CH0090	\$402,660
484308BC1440	\$477,980
484308AN0000	\$0
484305DH0140	\$386,820
484305AN0550	\$2,587,110
484305FB0010	\$551,760
484305AH0560	\$438,470
484305041360	\$1,880,080
484308BK0150	\$771,590
484308BC0670	\$436,420
484305AC0110	\$249,270
484308BC0040	\$440,610
484308AD0280	\$381,940
484308080180	\$1,420,770
484308AD0150	\$372,310
484308AH0260	\$455,320
484308CH0600	\$1,157,290
484308080370	\$672,140
484308BM0160	\$662,560
484305DA0950	\$468,940
484305DA0360	\$509,760
484308CB0010	\$481,070
484308CH0620	\$746,560
484308CH0830	\$758,540
484305160050	\$641,320
484305AN0480	\$1,636,240

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305BM0040	\$504,000
484308AP1040	\$230,730
484308NP0160	\$840,270
484308AP0010	\$623,000
484308BD1090	\$464,910
484308080090	\$925,100
484308BD1250	\$487,160
484308NN0480	\$354,240
484305042450	\$1,770,070
484305AH0240	\$511,140
484305AH0710	\$499,400
484305042061	\$549,520
484305CK0040	\$1,009,900
484308CJ0330	\$388,540
484308BC0450	\$448,880
484305AN0270	\$1,332,480
484305043240	\$8,950
484308AB0330	\$577,290
484305042880	\$1,504,110
484305CK0200	\$719,380
484308080270	\$927,850
484308AH0930	\$476,170
484305AK0000	\$0
484305160110	\$653,100
484305DA0670	\$455,540
484308080550	\$885,740
484305042680	\$10
484305NU0610	\$538,590
484308AP0140	\$507,870
484308NT0190	\$589,780
484308CA0000	\$0
484308AH0790	\$460,510
484305AH0180	\$485,820
484305DM0050	\$475,360
484308PP0060	\$1,119,100
484308AH1670	\$444,740
484308BC0260	\$444,790
484305AH0750	\$519,690
484308CM0450	\$403,460
484308AH0040	\$617,570
484308AP0280	\$303,270
484305041220	\$1,124,210
484308BC0380	\$453,070
484305AH1210	\$472,320
484308CM0240	\$361,730
484305AB0320	\$357,910
484308CA0570	\$832,420
484308BC0000	\$0
484308AH0510	\$559,930
484308PP0030	\$1,569,020
484308BC0830	\$590,200
484308BK0000	\$0
484308NN0300	\$436,080
484305AH0200	\$749,710
484308000030	\$10
484305DA0520	\$828,600

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BD0530	\$447,530
484305EB0300	\$1,195,620
484308CM0230	\$361,730
484308AB0340	\$596,870
484308AH1520	\$450,030
484305AN0320	\$1,705,860
484305040000	\$0
484305BH0110	\$395,490
484305DJ0040	\$399,390
484308CH0060	\$717,810
484305AB0170	\$347,790
484308CM0180	\$354,260
484305041780	\$72,900
484308AN0030	\$1,189,880
484305EB0050	\$1,466,010
484305AB0100	\$255,780
484305041510	\$982,190
484308CM0430	\$403,460
484308BD0650	\$469,090
484308AH1240	\$439,570
484305AN0430	\$1,452,370
484308BC1820	\$403,230
484305AH0360	\$499,400
484305AH0670	\$336,960
484305AK0010	\$669,190
484305CH0010	\$183,910
484305042064	\$549,520
484308150000	\$0
484305DC0160	\$390,290
484305NY0060	\$125,240
484305DA0060	\$812,360
484308CG0020	\$491,010
484308AK0110	\$268,520
484308AH2390	\$481,460
484308PR0160	\$198,740
484305AH0700	\$512,900
484308CM0460	\$403,460
484308AH1430	\$622,760
484305042490	\$1,065,520
484308AP1130	\$346,120
484308BC0940	\$448,880
484308PR0090	\$274,580
484308AH0160	\$617,570
484308AP0300	\$450,440
484308CJ0320	\$380,240
484308080410	\$969,640
484308CM0060	\$346,790
484308BD1070	\$473,770
484308CH0730	\$746,560
484305NU0770	\$361,420
484308000000	\$0
484305AC0580	\$249,270
484308AA0130	\$381,030
484308BC1170	\$399,040
484308000281	\$10
484308AA0140	\$381,030

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BC0710	\$444,790
484305060100	\$965,330
484308CA0060	\$669,700
484305AM0190	\$489,540
484308AP0460	\$303,270
484308BC0990	\$465,520
484305AC0090	\$249,270
484308BD0060	\$316,220
484308AB0280	\$667,770
484308BD0590	\$520,970
484305CD0100	\$487,000
484308AP0290	\$450,440
484305AC0130	\$249,270
484305160120	\$660,020
484308AH1260	\$450,030
484305DH0120	\$385,680
484308AH0470	\$465,800
484308CB0040	\$420,340
484308AH1680	\$465,800
484308AA0120	\$381,030
484308080240	\$927,850
484308CA0550	\$1,443,640
484308AB0590	\$620,030
484308BK0110	\$771,590
484308AK0010	\$287,700
484305DA0350	\$451,110
484308BD1210	\$816,400
484305BH0060	\$391,770
484305NU0500	\$507,990
484305FB0030	\$579,340
484308150000	\$0
484308BD0860	\$361,910
484308BC0980	\$457,240
484308AB0400	\$587,970
484305AN0010	\$1,102,500
484308PP0160	\$723,290
484308BD1180	\$464,910
484308AH1220	\$238,080
484305NY0080	\$107,360
484308BK0030	\$1,020,540
484305NV0000	\$0
484308BM0110	\$939,030
484308BD1000	\$460,560
484305042240	\$1,073,090
484305EB0080	\$1,649,930
484308NN0370	\$286,540
484308BC0950	\$453,070
484305CA0000	\$0
484305EC0100	\$199,680
484305NU0580	\$177,270
484308AH2210	\$245,490
484305FB0040	\$701,420
484308AN0050	\$708,660
484308AP0070	\$450,440
484308AH1410	\$444,740
484305220030	\$555,910

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AC0100	\$236,800
484308AH0110	\$450,030
484308AP1010	\$346,120
484305AH0340	\$783,580
484308AH0430	\$444,740
484305AG0060	\$108,800
484305AN0400	\$1,348,640
484305DA0920	\$459,980
484308NN0100	\$767,390
484305042071	\$825,650
484305DA0110	\$459,210
484305AH1250	\$830,940
484308NT0060	\$480,880
484305DA0310	\$563,300
484305DH0040	\$387,390
484308NT0140	\$681,470
484308CM0710	\$426,110
484308AN0010	\$1,035,100
484305AH0170	\$418,180
484308CH0380	\$736,830
484308NT0150	\$681,470
484308BD0340	\$372,810
484308BC0510	\$594,390
484305EB0140	\$1,529,440
484308BD0880	\$456,260
484308NN0780	\$337,500
484308NT0010	\$841,500
484305CK0080	\$838,770
484308BD0100	\$413,790
484308BD0690	\$469,090
484305AC0060	\$349,770
484305AK0020	\$708,670
484308PR0150	\$198,740
484305BH0090	\$402,960
484305NU0300	\$347,670
484305NU0880	\$678,040
484308AB0080	\$611,960
484308080530	\$773,750
484308BD0320	\$434,770
484308CH0690	\$746,560
484308AE0030	\$1,167,360
484308130013	\$2,735,330
484308AH1020	\$439,570
484305AC0410	\$349,770
484308BD0360	\$322,540
484308AB0150	\$623,940
484305CK0110	\$906,400
484308CA0610	\$725,430
484308BC0240	\$581,930
484308CA0280	\$731,630
484305AN0100	\$1,102,500
484308AH0190	\$434,280
484305042810	\$10
484305160010	\$670,350
484305NU0210	\$172,100
484308AH0170	\$402,970

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305DC0050	\$387,000
484305EC0080	\$167,910
484305EC0070	\$199,680
484308000250	\$10
484308BC1490	\$407,320
484305EB0100	\$1,040,020
484305BJ0010	\$415,160
484308AP1020	\$346,120
484305AN0340	\$1,620,090
484305EB0350	\$1,864,140
484308AP1120	\$346,120
484305AN0530	\$1,998,770
484308CH0210	\$736,270
484308AH2060	\$260,080
484305DA0640	\$871,380
484305BJ0060	\$415,160
484305NU0320	\$347,670
484308AP0940	\$496,090
484308AH2420	\$586,060
484308AP0730	\$496,090
484308CJ0180	\$514,830
484308BC1220	\$469,710
484308BC0860	\$448,880
484308AP0690	\$346,120
484305EB0340	\$1,498,920
484308BD1190	\$541,190
484308NN0670	\$240,220
484308BD0080	\$413,790
484308BC1790	\$399,040
484305DJ0010	\$397,030
484308CH0650	\$746,560
484308AP0800	\$346,120
484308AA0040	\$366,380
484308BC1100	\$394,870
484308AH1850	\$638,410
484308CG0070	\$541,520
484305042350	\$3,127,640
484305NU0670	\$358,000
484305DA0820	\$519,710
484308AE0040	\$1,129,390
484308AN0190	\$1,483,840
484308CJ0000	\$0
484305042700	\$2,349,480
484305NU0830	\$517,840
484305NU0760	\$361,420
484308080190	\$1,767,910
484305042070	\$983,700
484308BD0280	\$417,970
484305NU0750	\$361,420
484308150060	\$717,090
484305AB0180	\$260,840
484308BC1640	\$486,360
484305AM0250	\$1,160,060
484308AP0260	\$542,490
484308AA0080	\$425,000
484308000380	\$20,774,200

Total Just Value (JV)
\$2,118,159,210

2024 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308080320	\$887,300
484305041880	\$4,799,860
484308CM0100	\$584,770
484305AH1140	\$539,980
484308CA0500	\$709,990
484308150022	\$1,107,780
484308CA0350	\$1,239,220
484305CK0050	\$856,730
484308CG0081	\$10
484305DH0000	\$0

Total Just Value (JV)
\$2,118,159,210



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-430

Agenda Date: 9/8/2025

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 ranking and award of Request for Qualifications #25-020 for fleet maintenance and repair services on an as needed basis to the seven responsive and responsible firms to the RFQ; authorizing execution of contracts with all seven firms for a two-year term with three additional one-year renewal options; 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 Fleet Division has utilized outside vendors for fleet maintenance and repair services on an as-needed basis. The vendors are utilized for services that are outside the normal capabilities of the fleet garage and overflow work when the garage is at capacity. The current contract has expired, and the City is seeking a pool of pre-qualified vendors.

Current Activity

On March 26, 2025, the City advertised RFQ #25-020 (the "RFQ") for Fleet Maintenance and Repair Services, and notice was sent to 191 prospective proposers. On May 14, 2025, the Procurement and Contract Administration Division (the "Division") unsealed the seven responses that were timely received, and reviewed the proposals to ensure they met the RFQ requirements.

The Evaluation Committee scored proposals on qualifications, past performance, location/service, and references. The Evaluation Committee met on July 25, 2025 to score the proposals based upon the weighted criteria stated in the RFQ based upon qualifications, history and past performance, location/services and references. The reference checks confirmed positive ratings for all seven proposers. Some of the proposers provide specialty services while others provide general repair services. Following the rankings, the Evaluation Committee concluded and was unanimous in its decision to make a recommendation to approve the rankings and award contracts to all seven proposers on an as-needed basis. Subsequent to the Evaluation Committee meeting, the Division and the Department of Sustainable Management met with each of the seven proposers to negotiate their fee schedule for the required services.

Recommendation

The Evaluation Committee recommends that the City Commission rank and award contracts to all seven proposers to provide fleet maintenance and repair services on an as-needed basis for five-year terms with the option to renew for three additional one-year periods. Each contract will be based upon the fee schedules negotiated by the Division and Department.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS #25-020 FOR FLEET MAINTENANCE AND REPAIR SERVICES ON AN AS NEEDED BASIS TO THE SEVEN RESPONSIVE AND RESPONSIBLE FIRMS TO THE RFQ; AUTHORIZING EXECUTION OF CONTRACTS WITH ALL SEVEN FIRMS FOR A TWO YEAR TERM WITH THREE ADDITIONAL ONE-YEAR RENEWAL OPTIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued Request for Qualifications #25-020 (the “RFQ”) for Fleet Maintenance and Repair Services on an as needed basis as specified in the RFQ (he “Services”); and

WHEREAS, the RFQ was advertised in the legal notices section of the Broward County designated website on March 26, 2025, and the notice was also sent to 191 prospective offerors via the e-Procurement Marketplace; and

WHEREAS, 18 firms viewed the RFQ documents; and

WHEREAS, on May 14, 2025, at 2:00 p.m., the Purchasing and Contract Administration Division unsealed the seven responses that were timely received, and reviewed the proposals to ensure they met the RFQ requirements; and

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

WHEREAS, the evaluation committee meeting was held on July 25, 2025 to score the proposals based on the weighted criteria stated in the RFQ; and

WHEREAS, following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the rankings (the “Ranking”) and award contracts to the following seven qualified, responsive and responsible proposers for the Services on an as needed basis: (1) IELM, LLC d/b/a Aaction Better Built Transmissions; (2) Grieco Ford Delray Beach, LLC d/b/a Grieco Ford of Delray Beach; (3) Jobbers’ Equipment Warehouse, Inc.; (4) Liberti Truck Tire Center, LLC; (5) Mobile Techs, LLC; (6) National Collison & Truck Center, Inc.; and (7) Truck Masters, Inc. (collectively, the “Proposers”); and

WHEREAS, on August 4, 2025, the Procurement and Contract Division and the Sustainable Management Department held negotiation meetings with each of the Proposers to negotiate the Fee Schedule for each of the Proposers to provide the Services on an as needed basis; and

WHEREAS, the evaluation committee recommends that the City Commission approve the Ranking and award of the RFQ to the Proposers, and authorize execution of contracts with the Proposers for fleet maintenance and repair services on an as needed basis for two year terms, with three additional one year renewal terms (collectively, the “Contracts”).

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

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

Section 2. The City Commission hereby approves the Ranking and the award of the RFQ for the Services on an as needed basis to the seven Proposers.

Section 3. The City Manager is hereby authorized to execute Contracts with each of the seven Proposers for the Services on an as needed basis, consistent with the terms of the RFQ and each Proposer’s Fee Schedule, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Chad Grecsek, Director of Sustainable Management

FROM: Jeremin Worlds, Senior Buyer

THRU: Peggy Cadeaux, Purchasing Manager | CPO

DATE: August 19, 2025

SUBJECT: Fleet Maintenance and Repair Services, RFQ# 25-020

The Procurement and Contract Administration Division issued a Request for Qualification (RFQ) for Fleet Maintenance and Repair Services, RFQ#25-020. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On March 26, 2025 the RFQ was advertised in the legal notices section of the Broward County Website. The notice was sent to one hundred-ninety-one (191) prospective Proposers via the e-Procurement Marketplace.
- Eighteen (18) vendors viewed the documents of the RFQ.
- Two (2) Addendum were issued to make additions, deletions and changes to the RFQ documents.
- On May 14, 2025 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed seven (7) responses. The responses were reviewed by the Procurement and Contract Administration Division to ensure the response met the RFQ requirements.
- No Proposer submitted a "No Bid" response for the RFQ.
- Reference checks were conducted on Aaction Better Built Transmissions (IELM LLC), Grieco Ford Delray Beach, Jobbers Equipment Warehouse Inc., Liberti Truck Tire Center, LLC, Mobile Techs, LLC, National Collision & Truck Center, and Truck Masters revealed positive ratings. All firms were found to be responsive and responsible.
- Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation scoresheets.
- Each Evaluation Committee Member independently reviewed and scored the seven (7) responsive and responsible proposals in accordance with the weighted criteria stated in the

RFQ prior to the initial public Evaluation Committee meeting.

- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Qualifications and Experience of Principals and Staff	30
History and Past Performance of Similar Services	30
Firm's Location and Ability to Meet the City's Service Requirements	20
References	20

- On July 25, 2025 at 10:30 a.m. EST, the Evaluation Committee Meeting was held to discuss the seven (7) proposals and rank the proposers.
- The Evaluation Committee consisted of: Eleonel Lorenzo, Assistant Director of Sustainable Management, German D. Cardona, Fleet Manager, Sustainable Management and Larry Koontz, Water Plant Maintenance Superintendent, Environmental Services.
- The proposals were scored and by each Evaluation Committee members independently as follows:

Ranking	Eleonel Lorenzo	German D. Cardona	Larry Koontz	Total	Ranking
Truck Masters	100	100	89	289	1
Grieco Ford Delray Beach	93	98	92	283	2
Jobbers Equipment Warehouse Inc	96	98	86	280	3
Liberti Truck Tire Center, LLC	86	88	90	264	4
Aaction Better Built Transmissions (IELM LLC)	91	89	83	263	5
Mobile Techs, LLC	88	80	92	260	6
National Collision & Truck Center	70	85	82	237	7

- Following the final ranking of the proposal, discussion was initiated.
- Mr. Eleonel Lorenzo made a motion to accept the Evaluation Committee's Scores and have Procurement post the Proposed Recommendation of Ranking online and recommend to the City Commission, to approve all ranked proposers. This motion was seconded by Mr. Larry Koontz. The Evaluation Committee was unanimous in their decision.
- Negotiation meetings was held on August 4, 2025 with each firm to negotiate the Fee Schedule. This meeting was attended by representatives from each firm, sustainable Management Department, and the Procurement and Contract Administrative Division.
- The Evaluation Committee's proposed recommendation of ranking was posted on the e-Procurement Marketplace from July 30, 2025 through August 1, 2025. The Notice of Intent to Award was posted on the e-Procurement Marketplace on August 19, 2025 through August 22, 2025, which provided an opportunity for any proposer or interested party to present any new or additional information regarding the responsiveness and responsibility of the

proposers. There was no additional information submitted within this timeframe.

-
- Documentation related to this solicitation may be obtained by e-mailing jworlds@deerfield-beach.com. You may contact the Procurement and Contract Administration Division at 954-250-4047 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and award of contracts to the all seven (7) ranked Proposers Aaction Better Built Transmissions (IELM LLC), Grieco Ford Delray Beach, Jobbers Equipment Warehouse Inc., Liberti Truck Tire Center, LLC, Mobile Techs, LLC, National Collision & Truck Center, and Truck Masters. The term of the contract shall be for a period of two (2) years with the option to renew for three (3) additional one (1) year period.

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

Att. Bid Tabulation Summary, Scope of Services, and Vendor Agreement



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-394

Agenda Date: 8/19/2025

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

City Manager's Annual Performance Evaluation.

Background/History

The City Manager's employment contract (the "Contract") provides for the City Commission to provide him with a performance evaluation each year, including submission of a written performance evaluation and a review at a public meeting.

The City Commission previously approved a performance evaluation form to be used for the purpose of providing the written performance evaluation of the City Manager (See enclosure).

Per Section 3(C) of the Contract, the City Commission may increase the Manager's salary in such amounts and to such an extent as the City Commission may determine desirable on the basis of performance and evaluation of the Manager, in the City Commission's sole discretion.

Current Activity

The City Manager's employment Contract provides for the evaluation and review to be done by September 30th of each year of the Contract.

Deerfield Beach City Manager Evaluation Procedure and Requirements

PURPOSE

The purpose of the employee performance process is to assess the performance of the City Manager over the evaluation period; establish specific work-related goals and objectives; increase communication between the Commission and City Manager; and an opportunity for the Commission to align their expectations in setting these objectives.

PROCESS

The City Commission shall review the performance of the Manager at a public meeting on an annual basis, in advance of the adoption of the annual operating budget, at which time the City Commission shall have the option to provide any salary or benefit adjustments the Commission deems justified. The evaluation shall occur during the period from June 1 to August 30 (but no later than September 30) of each year.

It is understood and agreed that if the Manager receives a positive evaluation from the Commission, the Manager may receive a salary or benefit increase, but any such increase is solely within the discretion of the Commission, approved at a public meeting.

Each member of the City Commission shall submit a written evaluation on the form contained herein. The Manager may also submit a written self-evaluation or other information to assist in the evaluation process.

Evaluations shall be submitted to the City Clerk prior to the scheduled public meeting so that the City Clerk may produce copies of each completed evaluation and provide each to the commission and the City Manager at the public meeting.

City Commissioners may provide an oral summary of their individual evaluations, and the City Manager may provide an oral summary of his self-evaluation, during a City Commission meeting. City Commissioners may also meet individually with the City Manager for additional discussion.

The City Commission may jointly set improvement goals for the City Manager where necessary based on the compiled category ratings drawn from the written evaluations in addition to other relevant criteria solely determined by the City Commission.

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Deerfield Beach City Manager Performance Evaluation Form

This form shall be used by each Member of the City Commission to evaluate the City Manager's performance in fulfilling each of the roles he plays in the City's government. The City Manager is graded on the following scale:

1 — Poor 2 — Fair 3 — Good 4 — Excellent

1. Personal

_____ Invests sufficient efforts towards being diligent and thorough in the discharge of duties.

_____ Displays composure, appearance, and attitude fitting for an individual in his executive position.

_____ Is seen as a direct, truthful leader who uses diplomacy, tact, and integrity.

_____ Accepts criticism and feedback from stakeholders and works to improve.

2. Professional Skills and Status

_____ Knowledge of current developments, activities and issues affecting the city.

_____ Respected and has positive relationships with city stakeholders and professional colleagues.

_____ Seeks / implements opportunities for continuous improvement.

_____ Anticipates problems and contention, and develops effective approaches for solving or mitigating them.

_____ Willing to try new ideas proposed by Commission members or staff.

_____ Makes appropriate decisions based on a combination of available information, analysis, and experience.

3. Relations with the City Commission

_____ Carries out directives of the Commission as a whole rather than those of any one Commission member.

_____ Assists the Commission in resolving reported issues at the administrative level to avoid unnecessary Commission action.

_____ Responds timely and provides candid responds to requests for information or assistance by the Commission.

_____ Assists the Commission in establishing policy while acknowledging the ultimate authority of the Commission.

_____ Provides objective and professional guidance and insight to assess feasibility of Commission ideas and initiatives.

4. Policy Execution

- _____ Implements Commission action in accordance with the intent of the Commission.
- _____ Supports the actions of the City Commission after a decision has been reached.
- _____ Dedicates and directs resources to promote compliancy with City policies, laws, and ordinances.
- _____ Offers workable alternatives to the Commission for changes in the law when an ordinance or policy proves impractical in actual administration.

5. Reporting

- _____ Provides the Commission with accurate, timely, and comprehensive reports concerning matters of importance to the City.
- _____ Prepares a sound agenda which provides the pertinent backup and supporting materials to allow for effective Commission review.
- _____ Informs the Commission of issues that they may be brought to their attention before they are caught off-guard.

6. External Relations

- _____ Handles complaints/inquiries from citizens appropriately.
- _____ Visible and engaged with the community, its residents, and businesses.
- _____ Skillful with the news media - avoiding political positions and partisanship.
- _____ Balances the needs of the individual citizen while applying the City's policies and procedures consistently and fairly across the board.
- _____ Exercises diplomacy with local, county, state and federal agencies.

7. Staffing

- _____ Effectively recruits and develops a skilled and professional senior executive team.
- _____ Realigns staff structure and priorities in response to changes in policies, demands, or growth of the City.
- _____ Encourages and embraces diversity in the workforce.
- _____ Executes competitive total compensation (pay and benefits) to attract and retain talent.

8. Supervision

- _____ Empowers department heads to make decisions within their authority without City Manager approval, yet maintains oversight of city operations.

_____ Fosters confidence and initiative in subordinates and provides support rather than restrictive controls for their programs.

_____ Has developed a friendly and trusting relationship with the workforce as a whole, yet maintains the respect and dignity of the city manager's office.

9. Fiscal Management

_____ Prepares a balanced budget and capital improvement plan to provide the best value for services at a level intended by the Commission.

_____ Makes use of available funds consistent with the adopted budget and policy directives of the City Commission, conscious of the need to operate the City efficiently and effectively.

_____ Shows agility in the use of funds to respond to changes throughout the year.

10. What have been the major accomplishments of the City Manager this past year?

11. What areas of the City Manager's performance need the most improvement? Why? What constructive, positive ideas can you offer the City Manager to improve in these areas

Name _____

Signature: _____

Date: _____