



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 15, 2025

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: August 19, 2025, August 19, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes

Attachment: May 12, 2025

Planning & Zoning Board Meeting Minutes

Attachment: August 7, 2025

Community Appearance Board Meeting Minutes

Attachment: August 13, 2025

APPROVAL OF THE AGENDA

September 15, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/81603611007?pwd=VHPIYFIz51aEZAQLkaW4Mune7NkBJv.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 816 0361 1007#

Participant ID: #

Passcode: 097607#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Certificate of Recognition presented to Ocean Rescue for winning the 2025 USLA National Lifeguard Championships.**

Sponsor: Office of Public Safety

- 2. Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff & Chief Masters to BSO Fire Rescue staff.**

Sponsor: BSO - Law Enforcement & Fire Rescue

BUDGET & MILLAGE PUBLIC HEARINGS

- 3. 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

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

- 4. 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

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

- 5. 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

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

- 6. P.H. 2025-116: Resolution 2025 - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; providing authority; providing definitions and interpretation; confirming the preliminary rate resolution; reimposing fire rescue assessments against assessed property located within the City of Deerfield Beach for the fiscal year beginning October 1, 2025; approving the assessment roll; providing for collection; providing for effect and providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Fire Rescue Services, Facilities, and Programs

- 7. P.H. 2025-117: Resolution 2025/ - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; approving the rate of assessment for each affected property; adopting the Assessment Roll; providing for notice and providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of Public Safety & Department of Financial Services

Attachment: Nuisance Abatement Services Assessments

- 8. P.H. 2025-118: Resolution 2025/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of stormwater management services provided by the City's stormwater utility; providing authority; providing definitions and interpretation; confirming the Amended and Restated Initial Assessment Resolution; imposing stormwater service assessments against developed property located within the stormwater service area for the fiscal year beginning October 1, 2025; approving the assessment roll; providing for collection; providing for effect, conflict, and severability; and providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Stormwater Management Services

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, approving the Fifth Amendment to the Interlocal Agreement with Broward County for Community Shuttle Services to extend the term of the Agreement to September 30, 2027, and revise the list of holidays applicable to the shuttle services; authorizing execution of the Fifth Amendment; 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 Community Services

Attachment: Community Shuttle Services

- 10. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement with Christian Skaters, Inc. for a Surf Skaters Science Program at the Kirk Cottrell Pavilion; approving a daily rate of \$100 per day for facility use and waiving the current daily non-resident rate to support the program 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: Christian Skaters, Inc.

- 11. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with McKim & Creed, Inc. to provide professional engineering services related to the control system support project at the Water Treatment Plant in an amount not to exceed \$75,000.00; providing for execution and an effective date. (Funds from Account #401-300-360-3602-000-53600-503099 - Other Professional Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: McKim & Creed, Inc.

- 12. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the artwork permit application submitted by 202 DFB, LLC, for installation of a mural on the City's pier building; 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 Planning & Development Services

Attachment: 202 DFB, LLC

- 13. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the Broward Metropolitan Planning Organization's Amended 2050 Metropolitan Transportation Plan and the inclusion of city projects within the plan; providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: 2050 Metropolitan Transportation Plan

- 14. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving an agreement with Cale America, Inc. d/b/a Flowbird for the purchase of the WebOffice Professional Edition Software and PartSmart Parts Exchange Extended Hardware Warranty for the City's parking meters for a three-year term with two additional one-year renewal options in an annual amount not to exceed \$60,060.00; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; authorizing execution of the Agreement with Cale America, Inc.; providing for 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: Office of Public Safety

Attachment: Cale America, Inc.

- 15. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of ITB #25-035 for emergency catering services on an as needed basis to Hands On Development, LLC; authorizing execution of a contract with Hands On Development, LLC, the sole responsive and responsible bidder for a three-year term with two additional one-year renewal options; and providing an effective date. (*Funds from Account #100-200-210-2100-000-52100-503536 - Emergency Management Supplies*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of Public Safety

Attachment: Hands On Development, LLC

- 16. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a separation agreement with CRA Director Kris Mory; providing for execution and an effective date. (*ADDENDUM*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: Separation Agreement

DEPARTMENTAL BUSINESS

- 17. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the rankings and funding allocations to charitable and public purpose organizations for the Fiscal Year 2026 Community Participation Grant Program in a total amount not to exceed \$225,000.00; providing for implementation and an effective date. (*Funds from Account #100-500-640-5400-000-55400-508099 - Community Participation Grant*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: FY26 Community Participation Grant Program

- 18. Presentation by Sean Gladieux, Public Safety Director, regarding the School Zone Speed Camera Annual Report for 2024-2025 School Year.**

Sponsor: Office of Public Safety

Attachment: School Speed Zone Cameras

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 19. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, re-ranking the responsive firms to RFP No. 25-010 for building services; approving the award of RFP No. 25-010 to _____; authorizing execution of an agreement with _____, to provide building services for a three-year term with two additional one-year renewal terms; 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 Planning & Development Services

Attachment: Building Services

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, October 7, 2025

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



Meeting Minutes City Commission

Tuesday, August 19, 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 7:04 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 - *via Zoom*
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Affordable Housing Advisory Committee Meeting Minutes - May 19, 2025
Code Compliance Meeting Minutes - June 10 & 24, and July 8, 2025
Planning & Zoning Board Meeting Minutes - July 10, 2025

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

August 19, 2025

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

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

Nays: 0

Prior to the start of the business meeting, Rodney Brimlow, City Manager, Mayor Drosky, Vice Mayor Preston, and Commissioners Hudak, Plaut and Shanetzky each made statements regarding the ongoing contract negotiation issues with the Broward Sheriff's Office.

PRESENTATIONS

1. Legislative update by Senator Tina Polsky.

Senator Tina Polsky presented the Commission with a \$400,000 check, which will be utilized on the construction of a pocket park. Thereafter, she thanked the Commission for traveling to Tallahassee and advocating for Deerfield Beach, and provided a brief overview of the appropriation process.

State Representative Chip LaMarca stated that he looks forward to continuing to work with the Commission on policy and appropriation. Thereafter, he thanked them for their efforts.

Senator Polsky stated that she will provide a legislative update at a later date. Thereafter, she read a proclamation in recognition of Deerfield Beach's centennial.

2. Presentation by State Representative Mitch Rosenwald.

State Representative Mitch Rosenwald introduced himself. Further, he stated that he will be having a townhall on September 16th at the Hillsboro Technology Center, and another one next spring at the West Community Center. Thereafter, he outlined various topics that are being discussed at the state level.

Senator Polsky stated that Thursday, August 21st is the first official Fentanyl Awareness and Education Day.

AWARDS & RECOGNITION

3. Certificate of Appreciation presented to Snyder Air Conditioning, Plumbing & Electric for their thoughtful donation to a Deerfield Beach resident in need.

Mayor Drosky presented the certificate to Snyder Air Conditioning, Plumbing & Electric. Thereafter, he thanked them for helping the community.

Scott Dinino thanked the Commission for the recognition. Further, he said Snyder tries to give back as much as they can, and will continue to do so.

4. Certificate of Recognition presented to Wilford Morgan, Park Ranger, for his commitment to public safety.

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

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

Mayor Drosky stated that Item 5 is being tabled due to a scheduling conflict.

QUASI-JUDICIAL PUBLIC HEARINGS

6. P.H. 2025-109: Application 84-B1-30 Rev. 1

Applicant: DAVID SABAHE

Proposal: Seeking Major Site Plan approval to construct first and second-floor additions to an existing 1,892 square-foot building with associated site improvements on a 0.08-acre site in the B-1, Community Business zoning district.

Location: The property is generally described as PALM PLAZA 47-18 B LOT 2 LESS S 5,3 and located at **825 S Federal Highway**.

The Resolution was read by title only.

Hendrik DeMello, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he highlighted a brief presentation. The project consists of improvements to the first-floor façade and second-floor additions, whereby, the new building design will reflect the Coastal Community District. The proposed development requires a minimum of eight parking spaces; however, the applicant is seeking a technical deviation from the minimum requirement to allow for five spaces, a deviation of three spaces. Additionally,

the applicant is requesting three variances due to the existing nonconforming site conditions.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Mayor Drosky opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked for clarification on the location of the extra parking spaces.

Mayor Drosky closed the public hearing.

Mr. DeMello reiterated that the parking requirement is eight spaces, whereby, the three in front of the building are nonconforming and have never been used, so no additional parking will be needed.

In response Commissioner Hudak's question, Eric Power, Director of Planning & Development Services, replied that the second floor will be utilized for storage, whereas, the majority of business occurs online. Further, he reiterated that the three parking spaces in front of the building have not been utilized in years, as the Florida Department of Transportation (FDOT) does not allow vehicles to back out onto major roadways.

Commissioner Plaut said the variances are necessary; therefore, he supports the project.

MOTION was made by Commissioner Plaut, seconded by Commissioner Hudak, to approve Item 6, adopted Resolution 2025/134. Roll Call:

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

Nays: 0

7. **P.H. 2025-110: ORDINANCE 2025/005 - 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. (Public Hearings - Second Reading)**

8. **P.H. 2025-111: APPLICATION 25-P-240**

Applicant: PARRISH & ASSOCIATES, LLC REPRESENTED BY KEITH

Proposal: Plat note amendment application requesting approval to amend the restrictive plat note on the "Laura & Glenda Estates" Plat (Plat Book 183, Page 100) to allow 16 townhouse units on Lots 1 through 8.

Location: The properties are generally described as a parcel of land in LAURA & GLENDA ESTATES 183-100 B LOTS 5, 6, 7, & 8, more particularly described in the file, and located at **110, 120, 130 & 140 SW 2nd Terrace**.

Items 7 & 8 were discussed simultaneously, but voted on separately. Thereafter, the Ordinance and Resolution were read by title only.

Juan Chapa, 301 E. Atlantic Boulevard, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he highlighted a brief presentation, which was given at the August 19th RCC Meeting.

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, expressed concerns with the lack of parking and requested that the site plan be reviewed prior to approval of these two applications.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, expressed concerns with eliminating single-family homes and replacing them with townhomes, whereas, parking will become an issue.

LaTonda Graham, 167 SW 1st Court, Deerfield Beach, spoke in opposition to townhomes. Thereafter, she expressed concerns regarding parking and traffic.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in support of the project, as it will increase the property values of the surrounding homes. Further, he stated that the City needs development.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, spoke in support of single-family homes; therefore, she spoke in opposition of the rezoning.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition to the project, as there is never enough parking. Further, she disagreed with the project improving property values.

Nathaniel Knowles, 2605 SW 14th Drive, Deerfield Beach, said this project will increase traffic; therefore, he agreed with Ms. Clarke-Reed, as single-family homes will be better suited for the area.

Mayor Drosky closed the public hearing.

Commissioner Plaut commented on the current zoning of the surrounding area. Further, he stated that single-family homes are extremely expensive, whereby, townhomes are more affordable. Lastly, he suggested that the appliances be donated to a charity prior to demolishing the single-family home.

Commissioner Shanetzky said he previously voted in opposition to the rezoning; however, he recently changed his stance due to the complaints he's received regarding parking in swales on single-family properties.

Vice Mayor Preston said although he supports single-family housing, townhomes are more suitable for the community, as they are more affordable. Further, parking is challenging in single-family home communities, as people park in the streets causing the streets to be one lane. Thereafter, he spoke in support of the project.

Mayor Drosky stated that the details, i.e. parking, will come forward during site plan approval; therefore, he urged the community to continue following the project.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 7, adopted Ordinance 2025/005. Roll Call:

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 8, adopted Resolution 2025/135. Roll Call:

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

PUBLIC HEARINGS - SECOND READING

9. P.H. 2025-112: ORDINANCE 2025/006 - 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.
10. Resolution 2025/136 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a loan in the aggregate principal amount of not exceeding \$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, and related costs of issuance; authorizing the issuance of a Special Obligation Non-Ad Valorem Revenue Note, Series 2025, to evidence such loan; making findings and determinations as to the loan and the Series 2025 Note; accepting the lender's proposal to provide the loan and purchase the Series 2025 Note; providing that the City's obligations under the loan and the Series 2025 Note shall be secured and payable from pledged funds consisting primarily of the legally available non-ad valorem revenues of the City; approving the form of a loan agreement with the lender and authorizing the execution and delivery of the Loan Agreement and the Series 2025 Note; authorizing other required actions in connection therewith; providing that inconsistent resolutions shall be inapplicable; and providing an effective date. *(Departmental Business)*

Items 9 & 10 were discussed simultaneously, but voted on separately. Thereafter, the Ordinance and Resolution were 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 Plaut, seconded by Vice Mayor Preston, to approve Item 9, adopted Ordinance 2025/006. Roll Call:

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

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston, to approve Item 10, adopted Resolution 2025/136. Roll Call:

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

PUBLIC COMMENT

Colonel Steve Robson, 150 NE 2nd Avenue, Deerfield Beach, commented on the contract negotiation issues surrounding the City and Broward Sheriff's Office (BSO). Thereafter, he stated that revised contracts have been provided to the City Attorney.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, said regardless of what the City decides to do, law enforcement and fire rescue services will cost more; therefore, he asked that all options be analyzed.

Neal Glassman, 5370 NW 50th Avenue, Coconut Creek, provided a brief overview of his law enforcement background. Thereafter, he spoke in support of Rodney Brimlow, City Manager, and his ongoing efforts.

Joseph Cummings, 267 Oakridge P, Deerfield Beach, provided a brief overview of the events that have transpired thus far surrounding contract negotiations with the City and BSO. Thereafter, he commented on the Brady List, as well as BSO's training center, which cost over \$70 million. Lastly, he spoke in support of Mr. Brimlow and his ongoing efforts.

Julie D'Ambrosio, 247 Oakridge O, Deerfield Beach, commented Broward County's Tourist Development tax. Thereafter, she encouraged Deerfield Beach to look into it.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, thanked the Commission for their ongoing efforts during these contract negotiations. Further, she suggested hiring someone to perform a feasibility study on law enforcement and fire rescue services.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, commented on a situation that occurred between him and law enforcement.

Sean Reyka, 2601 W. Broward Boulevard, Fort Lauderdale, provided a brief overview of his law enforcement background. Thereafter, he commented on the salary survey.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, suggested having local talent perform at city events. Further, he recommended having the local churches put together an all-star team of choir singers.

Darlene Swaffar, 621 Siesta Key Circle, Deerfield Beach, commented on the statements that have been made by the Sheriff and commended the City Commission for their stance. Further, she agreed with those who did not meet in private with the Sheriff, as they should not be meeting privately with vendors. Lastly, she commended the City for their Little League and senior center.

Avis Swenson, 810 SE 7th Street, Deerfield Beach, spoke in support of Mr. Brimlow and the City Commission. Thereafter, she commented on statements made by the Sheriff and asked that Mr. Brimlow continue to look out for the best interest of the City.

Aaron Lyons, 1490 SW 9th Avenue, Deerfield Beach, commented on a situation that occurred between him and law enforcement. Thereafter, he commented on the statements made by the Sheriff, and encouraged everyone to come to an agreement, as he does not feel Deerfield Beach is ready to establish their own services.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, applauded the City Manager and City Commission for their stance. Further, she said code compliance services are lacking in District 2 and asked that they be more present. Lastly, once services are contracted out, they are hard to bring back; nonetheless, she encouraged the City to bring services inhouse, as she loved the hometown feel.

Bill Ganz, 19 NW 45th Terrace, Deerfield Beach, commented on his tenure as an elected official, as well as his interactions with Mr. Brimlow throughout the years. Further, he thanked the Commission and City Manager for their ongoing efforts.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, requested that more shady areas be implemented throughout the City. Thereafter, he commented on the City's procurement process and suggested

expanding the vendor list. Further, he commended the Commission for their ongoing efforts in the contract
PUBLIC COMMENT - CONTINUED

negotiations with the BSO. Lastly, he commented on Monarch Hill, and encouraged the City to continue holding itself accountable when negotiating contracts.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commended Mr. Brimlow for his continued efforts. Thereafter, she commented on rezoning applications. She said the pool renaming event will occur Saturday morning and thereafter, she encouraged everyone to attend the Women's Club event. Lastly, the Fashion Show will occur at the Women's Club on Saturday, September 6th.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the ongoing contract negotiations between the City and BSO. Further, he said losing BSO services will be the worst thing to happen to this city.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, thanked the City Commission for their stance on the ongoing contract negotiations. Although she appreciates the Mayor addressing the Commission and public, she requested that the Sheriff come and address the community. Thereafter, she commented on the statements made by the Sheriff, and stated that BSO must look into their own budget to see where cuts can be made. Lastly, she asked that the Commission be forward thinking during this process.

There was a brief recess at 9:46 p.m., and the meeting reconvened at 9:59 p.m.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

11. Resolution 2025/137 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposal No. 25-021 for surf camp programming to Island Surf and Sport, Inc.; authorizing the City Manager to negotiate and execute an agreement with Island Surf and Sport, Inc., the sole responsive and responsible proposer, for a three-year term with three optional one-year renewal terms; providing for implementation and an effective date.
12. Resolution 2025/138 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-024 for the repair and rehabilitation of submersible pumps on an as needed basis to TAW Miami Service Center, Inc. d/b/a Integrated Power Services, as the primary vendor, and PSI Technologies, Inc. as the secondary vendor; authorizing execution of contracts with each of the two responsive and responsible bidders for a three-year term with two additional one-year renewal options in a total aggregate annual amount not to exceed \$150,000.00; and providing an effective date. (*Funds from Account #401-360-36003-0000-503105 - Repairs and Maint-Equipment*)
13. Resolution 2025/139 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing the issuance of a purchase order to AWC, Inc. to furnish a High Service Pump No. 7 Controls Upgrade for the Water Plant in an amount not to exceed \$247,069.03 in accordance with Section 38-116(3)(c)(2) of the City's procurement code for sole source purchases; providing for implementation and an effective date. (*Funds from Account #401-300-360-3602-000-53600-506031 - Improvements Other than Buildings*)
14. Resolution 2025/140 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving subrecipient partnership agreements with Organics Recycling Foundation, Filthy Organics, and the University of Florida Institute of Food and Agricultural Services in a total aggregate funding amount not to exceed \$368,948.00 for implementation of the City's Composting and Food Waste Reduction Pilot Program; authorizing execution of the three subrecipient partnership agreements; providing for an effective date. (*Funds from Account #452-300-340-3400-000-53400-506530 - Other Contractual Services (FY26)*)

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

15. Resolution 2025/141 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Memorandum of Understanding ("MOU") with the Deerfield Beach Housing Authority to collaborate in assisting city residents with access to affordable housing programs and opportunities; providing for implementation and an effective date.
16. Resolution 2025/142 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Contract #JZ025-06-2026 with the Areawide Council on Aging of Broward County, Inc., for the Alzheimer's Disease Initiative Program to decrease the funding amount from \$463,819.00 to \$441,234.00; authorizing execution of the Amendment; providing for implementation and an effective date. *(Funding from multiple accounts)*
17. Resolution 2025/143 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JP025-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Emergency Home Energy Assistance Program in an amount not to exceed \$25,431.76; authorizing execution of the Contract; providing for implementation and an effective date. *(Funds from Account #100-000-640-0000-000-33169-331697 - Home Energy Assistance)*

Mayor Drosky opened the public hearing on Items 11 - 17.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Item 13.

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Items 11 - 17 in concert. Roll Call:

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

DEPARTMENTAL BUSINESS

18. Resolution 2025/144 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement agreement among Broward County, the City of Deerfield Beach, the City of Coconut Creek, and Waste Management Inc. of Florida related to the Monarch Landfill Expansion; authorizing execution of documents necessary to effectuate the Settlement; providing for conflicts, implementation, and an effective date.

The Resolution was read by title only.

Anthony Soroka, City Attorney, provided a brief overview of the events that have transpired thus far.

Ralph DeMeo, special counsel, said he believes that the settlement agreement is in the best interest of Deerfield Beach and Coconut Creek, and is the best possible result from the litigation. Thereafter, he provided a brief overview of the litigation process. He said the County has taken over the authority, and has almost unlimited control over the comprehensive planning, zoning, and land use regulation; whereby, in this case, they took over the solid waste permitting authority from the State as well. Further, he reiterated that this is the best deal for the City, whereas, there are over two dozen significant concessions, which he briefly outlined. He explained that the agreement will be enforceable through the Declaration of Restrictive Covenants, which will be filed within the public records, and can only be changed by the City of Deerfield Beach and the City of Coconut Creek. Thereafter, he briefly outlined the public safety concessions.

Continuing, Mr. DeMeo said should the agreement be approved this evening, all lawsuits will be dismissed and all claims will be released; however, should the City decide not to agree on the settlement, the County has ultimate control over the property and has the ability to go back and change what they need to in order to move forward with the expansion without any of the concessions. Further, the litigation has a statutory

for attorney's fees for the prevailing party; therefore, if the City did not prevail, the City would have to pay
DEPARTMENTAL BUSINESS - CONTINUED

Waste Management and Broward County's legal fees. Lastly, he reiterated that this agreement is in the City's best interest, and strongly recommends approval.

In response to Commissioner Shanetzky's question, Mr. DeMeo replied that if the settlement is not approved, Waste Management can go back to the County in a year to request another expansion.

Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said the City of Deerfield Beach will receive \$15,000 per year from Waste Management, whereby, how much did the City pay in legal fees to collect the \$15,000.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, spoke in opposition to the settlement agreement, and stated that the City must thoroughly examine vendor relationships. Further, he asked that the City continue to invest in the composting program.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, stated that Waste Management is not a city vendor, whereas, they own property within the City and have the County on their side. Further, she said a long-term solution must be established with the County.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, said many of the items listed in the settlement agreement are not new; therefore, he suggested additional negotiations. Further, he asked for clarification on the \$15,000.

Joe Cummings, 267 Oakridge P, Deerfield Beach, commented on the leaching and the receipt of \$15,000. Further, he suggested adding language to the settlement stating that Waste Management will not allow employment for any current Broward County employee or elected official. Thereafter, he commented on the out of county refuse, and recommended in county use only.

Bill Ganz, 19 NW 45th Terrace, Deerfield Beach, commented on the Coconut Creek Commission meeting, whereby, he disagreed with declaring this a victory, as it is not. Further, he agreed that many of the items outlined in the settlement are currently in place. Thereafter, he commented on the height, and Broward County's stance. Although, he does not fully agree with the end results, he thanked the Commission for their relentless efforts.

Mayor Drosky closed the public hearing.

Commissioner Plaut said if this went into litigation, it would be worse for the City; therefore, he spoke in support of the settlement agreement.

Mr. Soroka stated that the \$15,000 per city, per year, is to directly address litter mitigation. Thereafter, he continued outlining other language within the settlement agreement.

Mayor Drosky said Waste Management did a significant amount of records requests, and basically piggybacked off of the City's existing disposal contract, which provides for \$15,000 of litter mitigation.

Mr. Soroka stated that it wasn't directly represented that way; however, record requests were completed and the information pertaining to the City receiving about \$15,000/year from the solid waste disposal provider was likely released to Waste Management.

Commissioner Hudak said this settlement agreement protects future generations, whereas, the landfill will be closed in 25 years. Further, this is county land, and they have supported Waste Management every step of the way; therefore, he supports this settlement agreement, as it will protect future generations.

Commissioner Shanetzky agreed with Commissioner Hudak, as this will protect future generations; therefore, he supports the settlement agreement.

DEPARTMENTAL BUSINESS - CONTINUED

Vice Mayor Preston commended all involved for their efforts. Although, this is not the best outcome, something good came out of it for the residents; therefore, he supports the settlement agreement.

Mayor Drosky expressed frustration with the Broward County Commission. Further, he said Waste Management has been steps ahead the entire time, whereby, the Restrictive Covenant is currently in Deerfield Beach and Coconut Creek's favor, but in 25 years either city can change their mind; therefore, he urged future commission's to not cave into Waste Management. Additionally, Mayor Drosky said he is certain Waste Management has investigated other landfill opportunities, which is why he does not support the one-mile radius. Lastly, although he understands the reasoning behind moving this forward, this is not a victory for the City.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Plaut, to approve Item 18, adopted Resolution 2025/144. Roll Call:

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

Nays: 1 - Mayor Drosky

19. Resolution 2025/145 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of RFP No. 25-010 for building services to Calvin Giordano & Associates, Inc.; authorizing execution of an agreement with Calvin Giordano & Associates, Inc., the top ranked responsive and responsible proposer, to provide building services for a three-year term with two additional one-year renewal terms; providing for implementation and an effective date. (Tabled from July 8, 2025)

The Resolution was read by title only.

Eric Power, Director of Planning & Development Services, said on July 8th, the Commission voted to send the ranking and evaluation back to the Committee to conduct presentations, whereby, upon completion, Calvin Giordano & Associates, Inc. (CGA) remained the highest ranked firm. If the contract is awarded, external customer service training will be provided to frontline staff, a chief or higher will review all customer complaints, and website enhancements will be implemented. Thereafter, he commented on online plan review, which will be implemented in the near future to help streamline the permitting process.

Vice Mayor Preston expressed concerns with the current services and recommended bringing building services in house.

In response to Commissioner Shanetzky's comment, Mr. Power outlined the evaluation criteria.

Commissioner Plaut expressed concerns with bringing services in house, whereby, CGA staff is extremely qualified. Further, he spoke in support of the improvements since the item was first presented, as well as the implementation of the online portal.

Mayor Drosky opened the public hearing.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, recommended that the Commission evaluate both vendors.

Joe Cummings, 267 Oakridge P, Deerfield Beach, said the number one complaint of residents is CGA and their performance; therefore, he spoke in opposition to awarding them the contract.

Greg Havlusch, 907 SE 13th Street, Deerfield Beach, stated that he supports the online permitting process; however, after his experience with CGA, he believes that there is a fundamental flaw in the company, and they do not value what the public does.

Bill Ganz, 19 NW 45th Terrace, Deerfield Beach, said CGA did a phenomenal job at the beginning; nonetheless, over the last several years he's received complaints. Although the complaints do not always fall on them, services have declined and must be improved.

DEPARTMENTAL BUSINESS - CONTINUED

Carlos Penin, C.A.P. Government, Inc. President and Founder, 100 Davie Boulevard, Davie, provided a brief overview of his company, as well as the submitted proposal. Further, if the Commission desires, C.A.P. would be willing to present a more formal presentation.

Chris Giordano, Calvin, Giordano & Associates (CGA), 1800 Eller Dr., Fort Lauderdale, provided a brief overview of his company, as well as the improvements CGA has made to better streamline processes. Further, he stated that CGA is not perfect, but will continue to improve, especially with customer service.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, suggested extending the contract for three to six months, and during that time, re-bid the services or look into bringing them in-house.

Mayor Drosky closed the public hearing.

Commissioner Hudak said building services is one of the largest complaints received, and although, it doesn't always fall on CGA, improvements should have been made prior to the end of the contract.

In response to Commissioner Hudak's question, Mr. Power replied that there are times where city staff will request vender services from other cities; however, it was not part of the scope for this RFP. Further, he clarified that this is not a contract renewal or extension, but a new contract.

Vice Mayor Preston agreed, whereby, the complaints and concerns have been ongoing and improvements should have been made prior to the end of the contract. Further, he recommended bringing services in-house, so they can be controlled, especially the customer service aspect.

Commissioner Shanetzky spoke in opposition to the lack of transparency, as he does not have any information on C.A.P. Thereafter, he spoke in support of having both vendors present to the Commission.

Mayor Drosky agreed with the lack of backup documentation for C.A.P. Further, he said the Commission has four options, 1) approve Item 19, which he spoke in opposition of; 2) waive the procurement code, and select C.A.P. as the City's vendor, which he spoke in opposition of; 3) throw out all the bids, and re-bid, which may not accomplish anything; or 4) the Commission can re-rank the proposals, which he spoke in support of, as this commission owes it to the residents.

In response to Mayor Drosky's comment, Anthony Soroka, City Attorney, confirmed that the re-ranking would require a 4/5 vote. Thereafter, he provided a brief overview of the re-ranking process.

Thereafter, discussion ensued regarding the re-ranking process.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to re-rank the two proposers. Roll Call:

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

20. Resolution 2025/146 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of RFP No. 25-026 for code compliance services to Calvin Giordano & Associates, Inc.; authorizing execution of an agreement with Calvin Giordano & Associates, Inc., the sole responsive and responsible proposer, for a five-year term with two additional three-year renewal terms in an annual amount not to exceed \$1,499,950.40; providing for implementation and an effective date.

The Resolution was read by title only.

Sean Gladieux, Director of Public Safety, highlighted a brief PowerPoint presentation, whereby, he outlined the RFP process and previous contract, and provided a brief overview of CGA's background. Further, he said the proposed contract will run from October 1, 2025 to September 30, 2023 and includes an increase in team members. Thereafter, he introduced Roy Davis, Code Compliance Manager.

DEPARTMENTAL BUSINESS - CONTINUED

Mr. Davis provided a brief overview of the new team and organizational structure, coverage, and training and certifications.

Mr. Gladieux outlined the benefits the City and community will receive, should the Commission approve the Contract, which includes, lump sum contract, position vacancy credit, increased coverage and team composition, as well as others.

In response to Commissioner Hudak's question, Mr. Davis replied that the regular business hours are 8:00 a.m. to 5:00 p.m.; however, CGA flexes time as needed, i.e. during turtle nesting season.

Eric Power, Director of Planning & Development Services, replied that there was not a dedicated position hired to work during the evening hours, whereby, staff would flex position time.

In response to Commissioner Hudak's questions, Mr. Davis explained that the new structure within the zones will allow for coverage from 7:00 a.m. to 8:00 p.m., to include weekends. Further, the City will receive the vacancy credit on the 31st day of the position being vacant.

In response to Commissioner Shanetzky's question, Mr. Davis replied that C.A.P. does not provide code compliance services.

Mayor Drosky opened the public hearing.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, expressed concerns with not being able to reach out to other cities to see who they are using. Additionally, he expressed concerns with there being only one bidder.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, spoke in support of the Item.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, expressed concerns with the lack of weekend enforcement, as they should be available; therefore, she suggested flexing days as it should be seven days a week.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in opposition to there being only one big submittal. Thereafter, he expressed concerns with the Procurement Division, and posed various questions to city staff.

Mayor Drosky closed the public hearing.

Commissioner Shanetzky spoke in support of the Item, and thanked Mr. Davis for his efforts.

Mayor Drosky stated that he also recalls evening hours being implemented; therefore, he asked staff to clarify in the future.

In response to Mayor Drosky's question, Mr. Davis replied that the bulk waste inspector.

In response to Mayor Drosky's question, Mr. Gladieux replied that an inspector does work on Saturdays.

MOTION was made by Commissioner Hudak, seconded by Commissioner Shanetzky, to approve Item 20, adopted Resolution 2025/146. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

21. 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.

The Ordinance was read by title only.

Jacqui Lindsay, Director of Human Resources, provided a brief overview of the process for the Florida Retirement System (FRS).

Vice Mayor Preston said city staff must have a clear understanding of how this will affect those who are already in the city plan.

Ms. Lindsay stated that staff has been consistently working with a representative to assist with the process.

Rodney Brimlow, City Manager, explained that the City will not be instituting a brand-new municipal retirement plan; notwithstanding, if the Commission desires to move forward with bringing police and/or fire inhouse Items 21 & 22 will be critical in the recruitment and onboarding processes. Further, if approved, nothing will be implemented, as this will be the first step in the process.

In response to Vice Mayor Preston's question, Mr. Brimlow replied that if you were hired as public safety at some point by the City, then it would have been in the FRS plan.

Commissioner Shanetzky spoke in opposition to the Ordinances, and believes that more negotiation needs to be conducted with BSO.

In response to Commissioner Plaut's questions, Mr. Brimlow replied that the City would be able to onboard FRS employees from around the State. Further, he said the Commission is part of the FRS, but other employees are not. Lastly, if the Commission desires to approve the BSO contracts, the Ordinances would be moot.

In response to Commissioner Hudak's question, Mr. Brimlow provided a brief overview of the process should the Ordinances be approved.

Mayor Drosky opened the public hearing.

Ricardo Cukier, 1121 SW 46th Avenue, Deerfield Beach, spoke in support of moving forward.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, asked how it would affect those previously in the City's pension, as it may affect who comes back to Deerfield Beach.

Anthony Soroka, City Attorney, stated that he reached out to the Fire Pension attorney and was advised that it may impact individuals differently depending on where they are at in their career. Further, it may not negatively impact them either; nevertheless, more research will be forthcoming.

Mayor Drosky closed the public hearing.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 21 on first reading. Roll Call:

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

DEPARTMENTAL BUSINESS - CONTINUED

22. 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.

The Ordinance was ready by title only.

Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the Fire Pension Board meeting.

Mayor Drosky closed the public hearing.

Commissioner Shanetzky reiterated his opposition to the Ordinances, as more negotiation is needed.

Vice Mayor Preston hopes that questions can be answered at the next meeting as to how this will affect the impacted individuals.

MOTION was made by Commissioner Plaut, seconded by Commissioner Hudak, to approve Item 22 on first reading. Roll Call:

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

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - *None*.

CITY MANAGER

Thank You - Rodney Brimlow, City Manager, thanked the Commission, residents, as well as the public safety personnel for coming out tonight, as this is a very important function of the City.

CITY COMMISSION BUSINESS**23. Discussion and potential action regarding pier admission fees.**

After a brief discussion, it was the consensus of the Commission to waive the pier admission fees until December 31, 2025.

Mayor Drosky opened the public hearing.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked for the estimated revenue during the closure.

Greg Warner, Director of Parks & Recreation, replied that he estimates it being \$10,000 - \$15,000 over the three-month period.

Billy Lane, 11 Tilford A, Deerfield Beach, suggested charging 100 pennies or \$1 to go out onto the pier in recognition of the 100th year Anniversary.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked if the pier will be reopening on August 30, 2025. Thereafter, he suggested that staff give a presentation on the pier reopening to the Deerfield Beach Council of the Greater Fort Lauderdale Chamber on September 11th.

CITY COMMISSION BUSINESS - CONTINUED

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to waive the pier admission fees until December 31, 2025. Roll Call:

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

COMMENTS BY MAYOR & CITY COMMISSION

COMMISSIONER HUDAK (DISTRICT 1) - *None*.

COMMISSIONER SHANETZKY

DISTRICT 3

District 3 - Commissioner Shanetzky provided various updates on ongoing projects throughout his district.

COMMISSIONER PLAUT

DISTRICT 4

Peggy Noland Aquatic Center - Commissioner Plaut encouraged everyone to attend this ribbon cutting this Saturday.

Florida League of Cities - Commissioner Plaut commented on an event he just attended.

VICE MAYOR PRESTON

DISTRICT 2

Packer Rattlers - Vice Mayor Preston said the Packer Rattlers are thriving.

BSO - Vice Mayor Preston asked that city staff explore the options being provided by BSO, so they can be brought to the City Commission for exploration.

MAYOR DROSKY

Thank You - Mayor Drosky thanked the residents for providing their input. Thereafter, he thanked staff for their efforts.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston, to adjourn the meeting at 1:00 a.m. Voice Vote:

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

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

Heather Montemayor, CMC, City Clerk



Meeting Minutes City Commission

Tuesday, August 19, 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 7:04 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 - *via Zoom*
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Affordable Housing Advisory Committee Meeting Minutes - May 19, 2025
Code Compliance Meeting Minutes - June 10 & 24, and July 8, 2025
Planning & Zoning Board Meeting Minutes - July 10, 2025

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

August 19, 2025

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

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

Nays: 0

Prior to the start of the business meeting, Rodney Brimlow, City Manager, Mayor Drosky, Vice Mayor Preston, and Commissioners Hudak, Plaut and Shanetzky each made statements regarding the ongoing contract negotiation issues with the Broward Sheriff's Office (BSO).

PRESENTATIONS

1. Legislative update by Senator Tina Polsky.

Senator Tina Polsky presented the Commission with a \$400,000 check, which will be utilized on the construction of a pocket park. Thereafter, she thanked the Commission for traveling to Tallahassee and advocating for Deerfield Beach, and provided a brief overview of the appropriation process.

State Representative Chip LaMarca stated that he looks forward to continuing to work with the Commission on policy and appropriation. Thereafter, he thanked them for their efforts.

Senator Polsky stated that she will provide a legislative update at a later date. Thereafter, she read a proclamation in recognition of Deerfield Beach's centennial.

2. Presentation by State Representative Mitch Rosenwald.

State Representative Mitch Rosenwald introduced himself. Further, he stated that he will be having a townhall on September 16th at the Hillsboro Technology Center, and another one next spring at the West Community Center. Thereafter, he outlined various topics that are being discussed at the state level.

Senator Polsky stated that Thursday, August 21st is the first official Fentanyl Awareness and Education Day.

AWARDS & RECOGNITION

3. Certificate of Appreciation presented to Snyder Air Conditioning, Plumbing & Electric for their thoughtful donation to a Deerfield Beach resident in need.

Mayor Drosky presented the certificate to Snyder Air Conditioning, Plumbing & Electric. Thereafter, he thanked them for helping the community.

Scott Dinino thanked the Commission for the recognition. Further, he said Snyder tries to give back as much as they can, and will continue to do so.

4. Certificate of Recognition presented to Wilford Morgan, Park Ranger, for his commitment to public safety.

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

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

Mayor Drosky stated that Item 5 is being tabled due to a scheduling conflict.

QUASI-JUDICIAL PUBLIC HEARINGS

6. P.H. 2025-109: Application 84-B1-30 Rev. 1

Applicant: DAVID SABAHE

Proposal: Seeking Major Site Plan approval to construct first and second-floor additions to an existing 1,892 square-foot building with associated site improvements on a 0.08-acre site in the B-1, Community Business zoning district.

Location: The property is generally described as PALM PLAZA 47-18 B LOT 2 LESS S 5,3 and located at **825 S Federal Highway**.

The Resolution was read by title only.

Hendrik DeMello, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he highlighted a brief presentation. The project consists of improvements to the first-floor façade and second-floor additions, whereby, the new building design will reflect the Coastal Community District. The proposed development requires a minimum of eight parking spaces; however, the applicant is seeking a technical deviation from the minimum requirement to allow for five spaces, a deviation of three spaces. Additionally, the applicant is requesting three variances due to the existing nonconforming site conditions.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Mayor Drosky opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked for clarification on the location of the extra parking spaces.

Mayor Drosky closed the public hearing.

Mr. DeMello reiterated that the parking requirement is eight spaces, whereby, the three in front of the building are nonconforming and have never been used, so no additional parking will be needed.

In response to Commissioner Hudak's question, Eric Power, Director of Planning & Development Services, replied that the second floor will be utilized for storage, whereas, the majority of business occurs online. Further, he reiterated that the three parking spaces in front of the building have not been utilized in years, as the Florida Department of Transportation (FDOT) does not allow vehicles to back out onto major roadways.

Commissioner Plaut said the variances are necessary; therefore, he supports the project.

MOTION was made by Commissioner Plaut, seconded by Commissioner Hudak, to approve Item 6, adopted Resolution 2025/134. Roll Call:

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

7. **P.H. 2025-110: ORDINANCE 2025/005 - 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. (Public Hearings - Second Reading)**

8. **P.H. 2025-111: APPLICATION 25-P-240**

Applicant: PARRISH & ASSOCIATES, LLC REPRESENTED BY KEITH

Proposal: Plat note amendment application requesting approval to amend the restrictive plat note on the "Laura & Glenda Estates" Plat (Plat Book 183, Page 100) to allow 16 townhouse units on Lots 1 through 8.

Location: The properties are generally described as a parcel of land in LAURA & GLENDA ESTATES 183-100 B LOTS 5, 6, 7, & 8, more particularly described in the file, and located at **110, 120, 130 & 140 SW 2nd Terrace**.

Items 7 & 8 were discussed simultaneously, but voted on separately. Thereafter, the Ordinance and Resolution were read by title only.

Juan Chapa, 301 E. Atlantic Boulevard, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he highlighted a brief presentation, which was given at the August 5th RCC Meeting.

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, expressed concerns with the lack of parking and requested that the site plan be reviewed prior to approval of these two applications.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, expressed concerns with eliminating single-family homes and replacing them with townhomes, whereas, parking will become an issue.

LaTonda Graham, 167 SW 1st Court, Deerfield Beach, spoke in opposition to townhomes. Thereafter, she expressed concerns regarding parking and traffic.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in support of the project, as it will increase the property values of the surrounding homes. Further, he stated that the City needs development.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, spoke in support of single-family homes; therefore, she spoke in opposition of the rezoning.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition to the project, as there is never enough parking. Further, she disagreed with the project improving property values.

Nathaniel Knowles, 2605 SW 14th Drive, Deerfield Beach, said this project will increase traffic; therefore, he agreed with Ms. Clarke-Reed, as single-family homes will be better suited for the area.

Mayor Drosky closed the public hearing.

Commissioner Plaut commented on the current zoning of the surrounding area. Further, he stated that single-family homes are extremely expensive, whereby, townhomes are more affordable. Lastly, he suggested that the appliances be donated to a charity prior to demolishing the single-family home.

Commissioner Shanetzky said he previously voted in opposition to the rezoning; however, he recently changed his stance due to the complaints he's received regarding parking in swales on single-family properties.

Vice Mayor Preston said although he supports single-family housing, townhomes are more suitable for the community, as they are more affordable. Further, parking is challenging in single-family home communities, as people park in the streets causing the streets to be one lane. Thereafter, he spoke in support of the project.

Mayor Drosky stated that the details, i.e. parking, will come forward during site plan approval; therefore, he urged the community to continue following the project.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 7, adopted Ordinance 2025/005. Roll Call:

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 8, adopted Resolution 2025/135. Roll Call:

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

PUBLIC HEARINGS - SECOND READING

9. P.H. 2025-112: ORDINANCE 2025/006 - 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.
10. Resolution 2025/136 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a loan in the aggregate principal amount of not exceeding \$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, and related costs of issuance; authorizing the issuance of a Special Obligation Non-Ad Valorem Revenue Note, Series 2025, to evidence such loan; making findings and determinations as to the loan and the Series 2025 Note; accepting the lender's proposal to provide the loan and purchase the Series 2025 Note; providing that the City's obligations under the loan and the Series 2025 Note shall be secured and payable from pledged funds consisting primarily of the legally available non-ad valorem revenues of the City; approving the form of a loan agreement with the lender and authorizing the execution and delivery of the Loan Agreement and the Series 2025 Note; authorizing other required actions in connection therewith; providing that inconsistent resolutions shall be inapplicable; and providing an effective date. *(Departmental Business)*

Items 9 & 10 were discussed simultaneously, but voted on separately. Thereafter, the Ordinance and Resolution were 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 Plaut, seconded by Vice Mayor Preston, to approve Item 9, adopted Ordinance 2025/006. Roll Call:

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

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston, to approve Item 10, adopted Resolution 2025/136. Roll Call:

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

PUBLIC COMMENT

Colonel Steve Robson, 150 NE 2nd Avenue, Deerfield Beach, commented on the contract negotiation issues surrounding the City and Broward Sheriff's Office (BSO). Thereafter, he stated that revised contracts have been provided to the City Attorney.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, said regardless of what the City decides to do, law enforcement and fire rescue services will cost more; therefore, he asked that all options be analyzed.

Neal Glassman, 5370 NW 50th Avenue, Coconut Creek, provided a brief overview of his law enforcement background. Thereafter, he spoke in support of Rodney Brimlow, City Manager, and his ongoing efforts.

Joseph Cummings, 267 Oakridge P, Deerfield Beach, provided a brief overview of the events that have transpired thus far surrounding contract negotiations with the City and BSO. Thereafter, he commented on the Brady List, as well as BSO's training center, which cost over \$70 million. Lastly, he spoke in support of Mr. Brimlow and his ongoing efforts.

Julie D'Ambrosio, 247 Oakridge O, Deerfield Beach, commented on Broward County's Tourist Development tax. Thereafter, she encouraged Deerfield Beach to look into it.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, thanked the Commission for their ongoing efforts during these contract negotiations. Further, she suggested hiring someone to perform a feasibility study on law enforcement and fire rescue services.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, commented on a situation that occurred between him and law enforcement.

Sean Reyka, 2601 W. Broward Boulevard, Fort Lauderdale, provided a brief overview of his law enforcement background. Thereafter, he commented on the salary survey.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, suggested having local talent perform at city events. Further, he recommended having the local churches put together an all-star team of choir singers.

Darlene Swaffar, 621 Siesta Key Circle, Deerfield Beach, commented on the statements that have been made by the Sheriff and commended the City Commission for their stance. Further, she agreed with those who did not meet in private with the Sheriff, as they should not be meeting privately with vendors. Lastly, she commended the City for their Little League and senior center.

Avis Swenson, 810 SE 7th Street, Deerfield Beach, spoke in support of Mr. Brimlow and the City Commission. Thereafter, she commented on statements made by the Sheriff and asked that Mr. Brimlow continue to look out for the best interest of the City.

Aaron Lyons, 1490 SW 9th Avenue, Deerfield Beach, commented on a situation that occurred between him and law enforcement. Thereafter, he commented on the statements made by the Sheriff, and encouraged everyone to come to an agreement, as he does not feel Deerfield Beach is ready to establish their own services.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, applauded the City Manager and City Commission for their stance. Further, she said code compliance services are lacking in District 2 and asked that they be more present. Lastly, once services are contracted out, they are hard to bring back; nonetheless, she encouraged the City to bring services inhouse, as she loved the hometown feel.

Bill Ganz, 19 NW 45th Terrace, Deerfield Beach, commented on his tenure as an elected official, as well as his interactions with Mr. Brimlow throughout the years. Further, he thanked the Commission and City Manager for their ongoing efforts.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, requested that more shady areas be implemented throughout the City. Thereafter, he commented on the City's procurement process and suggested expanding the vendor list. Further, he commended the Commission for their ongoing efforts in the contract

PUBLIC COMMENT - CONTINUED

negotiations with the BSO. Lastly, he commented on Monarch Hill, and encouraged the City to continue holding itself accountable when negotiating contracts.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commended Mr. Brimlow for his continued efforts. Thereafter, she commented on rezoning applications. She said the pool renaming event will occur Saturday morning and thereafter, she encouraged everyone to attend the Women's Club event. Lastly, the Fashion Show will occur at the Women's Club on Saturday, September 6th.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the ongoing contract negotiations between the City and BSO. Further, he said losing BSO services will be the worst thing to happen to this city.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, thanked the City Commission for their stance on the ongoing contract negotiations. Although she appreciates the Major addressing the Commission and public, she requested that the Sheriff come and address the community. Thereafter, she commented on the statements made by the Sheriff, and stated that BSO must look into their own budget to see where cuts can be made. Lastly, she asked that the Commission be forward thinking during this process.

There was a brief recess at 9:46 p.m. and the meeting reconvened at 9:59 p.m.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

11. Resolution 2025/137 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposal No. 25-021 for surf camp programming to Island Surf and Sport, Inc.; authorizing the City Manager to negotiate and execute an agreement with Island Surf and Sport, Inc., the sole responsive and responsible proposer, for a three-year term with three optional one-year renewal terms; providing for implementation and an effective date.
12. Resolution 2025/138 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-024 for the repair and rehabilitation of submersible pumps on an as needed basis to TAW Miami Service Center, Inc. d/b/a Integrated Power Services, as the primary vendor, and PSI Technologies, Inc. as the secondary vendor; authorizing execution of contracts with each of the two responsive and responsible bidders for a three-year term with two additional one-year renewal options in a total aggregate annual amount not to exceed \$150,000.00; and providing an effective date. *(Funds from Account #401-360-36003-0000-503105 - Repairs and Maint-Equipment)*
13. Resolution 2025/139 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing the issuance of a purchase order to AWC, Inc. to furnish a High Service Pump No. 7 Controls Upgrade for the Water Plant in an amount not to exceed \$247,069.03 in accordance with Section 38-116(3)(c)(2) of the City's procurement code for sole source purchases; providing for implementation and an effective date. *(Funds from Account #401-300-360-3602-000-53600-506031 - Improvements Other than Buildings)*
14. Resolution 2025/140 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving subrecipient partnership agreements with Organics Recycling Foundation, Filthy Organics, and the University of Florida Institute of Food and Agricultural Services in a total aggregate funding amount not to exceed \$368,948.00 for implementation of the City's Composting and Food Waste Reduction Pilot Program; authorizing execution of the three subrecipient partnership agreements; providing for an effective date. *(Funds from Account #452-300-340-3400-000-53400-506530 - Other Contractual Services (FY26))*

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

15. Resolution 2025/141 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Memorandum of Understanding ("MOU") with the Deerfield Beach Housing Authority to collaborate in assisting city residents with access to affordable housing programs and opportunities; providing for implementation and an effective date.
16. Resolution 2025/142 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Contract #JZ025-06-2026 with the Areawide Council on Aging of Broward County, Inc., for the Alzheimer's Disease Initiative Program to decrease the funding amount from \$463,819.00 to \$441,234.00; authorizing execution of the Amendment; providing for implementation and an effective date. *(Funding from multiple accounts)*
17. Resolution 2025/143 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JP025-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Emergency Home Energy Assistance Program in an amount not to exceed \$25,431.76; authorizing execution of the Contract; providing for implementation and an effective date. *(Funds from Account #100-000-640-0000-000-33169-331697 - Home Energy Assistance)*

Mayor Drosky opened the public hearing on Items 11 - 17.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Item 13.

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Items 11 - 17 in concert. Roll Call:

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

DEPARTMENTAL BUSINESS

18. Resolution 2025/144 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement agreement among Broward County, the City of Deerfield Beach, the City of Coconut Creek, and Waste Management Inc. of Florida related to the Monarch Landfill Expansion; authorizing execution of documents necessary to effectuate the Settlement; providing for conflicts, implementation, and an effective date.

The Resolution was read by title only.

Anthony Soroka, City Attorney, provided a brief overview of the events that have transpired thus far.

Ralph DeMeo, special counsel, said he believes that the settlement agreement is in the best interest of Deerfield Beach and Coconut Creek, and is the best possible result from the litigation. Thereafter, he provided a brief overview of the litigation process. He said the County has taken over the authority, and has almost unlimited control over the comprehensive planning, zoning, and land use regulation; whereby, in this case, they took over the solid waste permitting authority from the State as well. Further, he reiterated that this is the best deal for the City, whereas, there are over two dozen significant concessions, which he briefly outlined. He explained that the agreement will be enforceable through the Declaration of Restrictive Covenants, which will be filed within the public records, and can only be changed by the City of Deerfield Beach and the City of Coconut Creek. Thereafter, he briefly outlined the public safety concessions.

Continuing, Mr. DeMeo said should the agreement be approved this evening, all lawsuits will be dismissed and all claims will be released; however, should the City decide not to agree on the settlement, the County has ultimate control over the property and has the ability to go back and change what they need to in order to move forward with the expansion without any of the concessions. Further, the litigation has a statutory for attorney's fees for the prevailing party; therefore, if the City did not prevail, the City would have to pay

DEPARTMENTAL BUSINESS - CONTINUED

Waste Management and Broward County's legal fees. Lastly, he reiterated that this agreement is in the City's best interest, and strongly recommended approval.

In response to Commissioner Shanetzky's question, Mr. DeMeo replied that if the settlement is not approved, Waste Management can go back to the County in a year to request another expansion.

Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said the City of Deerfield Beach will receive \$15,000 per year from Waste Management. With that being said, how much did the City pay in legal fees to collect the \$15,000.

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, spoke in opposition to the settlement agreement, and stated that the City must thoroughly examine vendor relationships. Further, he asked that the City continue to invest in the composting program.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, stated that Waste Management is not a city vendor, whereas, they own property within the City and have the County on their side. Further, she said a long-term solution must be established with the County.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, said many of the items listed in the settlement agreement are not new; therefore, he suggested additional negotiations. Further, he asked for clarification on the \$15,000.

Joe Cummings, 267 Oakridge P, Deerfield Beach, commented on the leaching and the receipt of \$15,000. Further, he suggested adding language to the settlement stating that Waste Management will not allow employment for any current Broward County employee or elected official. Thereafter, he commented on the out of county refuse, and recommended in county use only.

Bill Ganz, 19 NW 45th Terrace, Deerfield Beach, commented on the Coconut Creek Commission meeting, whereby, he disagreed with declaring this a victory, as it is not. Further, he agreed that many of the items outlined in the settlement are currently in place. Thereafter, he commented on the height, and Broward County's stance. Although, he does not fully agree with the end results, he thanked the Commission for their relentless efforts.

Mayor Drosky closed the public hearing.

Commissioner Plaut said if this went into litigation, it would be worse for the City; therefore, he spoke in support of the settlement agreement.

Mr. Soroka stated that the \$15,000 per city, per year, is to directly address litter mitigation. Thereafter, he continued outlining other language within the settlement agreement.

Mayor Drosky said Waste Management did a significant amount of records requests, and basically piggybacked off of the City's existing disposal contract, which provides for \$15,000 of litter mitigation.

Mr. Soroka stated that it wasn't directly represented that way; however, record requests were completed and the information pertaining to the City receiving about \$15,000/year from the solid waste disposal provider was likely released to Waste Management.

Commissioner Hudak said this settlement agreement protects future generations, whereas, the landfill will be closed in 25 years. Further, this is county land, and they have supported Waste Management every step of the way; therefore, he supports this settlement agreement, as it will protect future generations.

Commissioner Shanetzky agreed with Commissioner Hudak, as this will protect future generations; therefore, he supports the settlement agreement.

DEPARTMENTAL BUSINESS - CONTINUED

Vice Mayor Preston commended all involved for their efforts. Although, this is not the best outcome, something good came out of it for the residents; therefore, he supports the settlement agreement.

Mayor Drosky expressed frustration with the Broward County Commission. Further, he said Waste Management has been steps ahead the entire time, whereby, the Restrictive Covenant is currently in Deerfield Beach and Coconut Creek's favor, but in 25 years either city can change their mind; therefore, he urged future commission's to not cave into Waste Management. Additionally, Mayor Drosky said he is certain Waste Management has investigated other landfill opportunities, which is why he does not support the one-mile radius. Lastly, although he understands the reasoning behind moving this forward, this is not a victory for the City.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Plaut, to approve Item 18, adopted Resolution 2025/144. Roll Call:

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

19. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of RFP No. 25-010 for building services to Calvin Giordano & Associates, Inc.; authorizing execution of an agreement with Calvin Giordano & Associates, Inc., the top ranked responsive and responsible proposer, to provide building services for a three-year term with two additional one-year renewal terms; providing for implementation and an effective date. (Tabled from July 8, 2025)

The Resolution was read by title only.

Eric Power, Director of Planning & Development Services, said on July 8th, the Commission voted to send the ranking and evaluation back to the Committee to conduct presentations, whereby, upon completion, Calvin Giordano & Associates, Inc. (CGA) remained the highest ranked firm. If the contract is awarded, external customer service training will be provided to frontline staff, a chief or higher will review all customer complaints, and website enhancements will be implemented. Thereafter, he commented on online plan review, which will be implemented in the near future to help streamline the permitting process.

Vice Mayor Preston expressed concerns with the current services and recommended bringing building services in house.

In response to Commissioner Shanetzky's comment, Mr. Power outlined the evaluation criteria.

Commissioner Plaut expressed concerns with bringing services in house, whereby, CGA staff is extremely qualified. Further, he spoke in support of the improvements since the item was first presented, as well as the implementation of the online portal.

Mayor Drosky opened the public hearing.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, recommended that the Commission evaluate both vendors.

Joe Cummings, 267 Oakridge P, Deerfield Beach, said the number one complaint of residents is CGA and their performance; therefore, he spoke in opposition to awarding them the contract.

Greg Havlusch, 907 SE 13th Street, Deerfield Beach, stated that he supports the online permitting process; however, after his experience with CGA, he believes that there is a fundamental flaw in the company, and they do not value what the public does.

Bill Ganz, 19 NW 45th Terrace, Deerfield Beach, said CGA did a phenomenal job at the beginning; nonetheless, over the last several years he's received complaints. Although the complaints do not always fall on them, services have declined and must be improved.

DEPARTMENTAL BUSINESS - CONTINUED

Carlos Penin, C.A.P. Government, Inc. President and Founder, 100 Davie Boulevard, Davie, provided a brief overview of his company, as well as the submitted proposal. Further, if the Commission desires, C.A.P. would be willing to present a more formal presentation.

Chris Giordano, Calvin, Giordano & Associates (CGA), 1800 Eller Dr., Fort Lauderdale, provided a brief overview of his company, as well as the improvements CGA has made to better streamline processes. Further, he stated that CGA is not perfect, but will continue to improve, especially with customer service.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, suggested extending the contract for three to six months, and during that time, re-bid the services or look into bringing them in-house.

Mayor Drosky closed the public hearing.

Commissioner Hudak said building services is one of the largest complaints received, and although, it doesn't always fall on CGA, improvements should have been made prior to the end of the contract.

In response to Commissioner Hudak's question, Mr. Power replied that there are times where city staff will request vendor services from other cities; however, it was not part of the scope for this RFP. Further, he clarified that this is not a contract renewal or extension, but a new contract.

Vice Mayor Preston agreed, whereby, the complaints and concerns have been ongoing and improvements should have been made prior to the end of the contract. Further, he recommended bringing services in-house, so they can be controlled, especially the customer service aspect.

Commissioner Shanetzky spoke in opposition to the lack of transparency, as he does not have any information on C.A.P. Thereafter, he spoke in support of having both vendors present to the Commission.

Mayor Drosky agreed with the lack of backup documentation for C.A.P. Further, he said the Commission has four options, 1) approve Item 19, which he spoke in opposition of; 2) waive the procurement code, and select C.A.P. as the City's vendor, which he spoke in opposition of; 3) throw out all the bids, and re-bid, which may not accomplish anything; or 4) the Commission can re-rank the proposals, which he spoke in support of, as this commission owes it to the residents.

In response to Mayor Drosky's comment, Anthony Soroka, City Attorney, confirmed that the re-ranking would require a 4/5 vote. Thereafter, he provided a brief overview of the re-ranking process.

Thereafter, discussion ensued regarding the re-ranking process.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to re-rank the two proposers. Roll Call:

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

20. Resolution 2025/146 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of RFP No. 25-026 for code compliance services to Calvin Giordano & Associates, Inc.; authorizing execution of an agreement with Calvin Giordano & Associates, Inc., the sole responsive and responsible proposer, for a five-year term with two additional three-year renewal terms in an annual amount not to exceed \$1,499,950.40; providing for implementation and an effective date.

The Resolution was read by title only.

Sean Gladieux, Director of Public Safety, highlighted a brief PowerPoint presentation, whereby, he outlined the RFP process and previous contract, and provided a brief overview of CGA's background. Further, he said the proposed contract will run from October 1, 2025 to September 30, 2030 and includes an increase in team members. Thereafter, he introduced Roy Davis, Code Compliance Manager.

DEPARTMENTAL BUSINESS - CONTINUED

Mr. Davis provided a brief overview of the new team and organizational structure, coverage, and training and certifications.

Mr. Gladieux outlined the benefits the City and community will receive, should the Commission approve the Contract, which includes, lump sum contract, position vacancy credit, increased coverage and team composition, as well as others.

In response to Commissioner Hudak's question, Mr. Davis replied that the regular business hours are 8:00 a.m. to 5:00 p.m.; however, CGA flexes time as needed, i.e. during turtle nesting season.

Eric Power, Director of Planning & Development Services, replied that there was not a dedicated position hired to work during the evening hours, whereby, staff would flex position time.

In response to Commissioner Hudak's questions, Mr. Davis explained that the new structure within the zones will allow for coverage from 7:00 a.m. to 8:00 p.m., to include weekends. Further, the City will receive the vacancy credit on the 31st day of the position being vacant.

In response to Commissioner Shanetzky's question, Mr. Davis replied that C.A.P. does not provide code compliance services.

Mayor Drosky opened the public hearing.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, expressed concerns with not being able to reach out to other cities to see who they are using. Additionally, he expressed concerns with there being only one bidder.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, spoke in support of the Item.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, expressed concerns with the lack of weekend enforcement, as they should be available; therefore, she suggested flexing days as it should be seven days a week.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in opposition to there being only one big submittal. Thereafter, he expressed concerns with the Procurement Division, and posed various questions to city staff.

Mayor Drosky closed the public hearing.

Commissioner Shanetzky spoke in support of the Item, and thanked Mr. Davis for his efforts.

Mayor Drosky stated that he also recalls evening hours being implemented; therefore, he asked staff to clarify in the future.

In response to Mayor Drosky's question, Mr. Gladieux replied that an inspector does work on Saturdays.

MOTION was made by Commissioner Hudak, seconded by Commissioner Shanetzky, to approve Item 20, adopted Resolution 2025/146. Roll Call:

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

DEPARTMENTAL BUSINESS - CONTINUED

21. 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.

The Ordinance was read by title only.

Jacqui Lindsay, Director of Human Resources, provided a brief overview of the process for the Florida Retirement System (FRS).

Vice Mayor Preston said city staff must have a clear understanding of how this will affect those who are already in the city plan.

Ms. Lindsay stated that staff has been consistently working with a representative to assist with the process.

Rodney Brimlow, City Manager, explained that the City will not be instituting a brand-new municipal retirement plan; notwithstanding, if the Commission desires to move forward with bringing police and/or fire in-house, Items 21 & 22 will be critical in the recruitment and onboarding processes. Further, if approved, nothing will be implemented, as this will be the first step in the process.

In response to Vice Mayor Preston's question, Mr. Brimlow replied that if you were hired as public safety at some point by the City, then you would have been in the FRS plan.

Commissioner Shanetzky spoke in opposition to the Ordinances, and believes that more negotiation needs to be conducted with BSO.

In response to Commissioner Plaut's questions, Mr. Brimlow replied that the City would be able to onboard FRS employees from around the State. Further, he said the Commission is part of the FRS, but other employees are not. Lastly, if the Commission desires to approve the BSO contracts, the Ordinances would be moot.

In response to Commissioner Hudak's question, Mr. Brimlow provided a brief overview of the process should the Ordinances be approved.

Mayor Drosky opened the public hearing.

Ricardo Cukier, 1121 SW 46th Avenue, Deerfield Beach, spoke in support of moving forward.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, asked how it would affect those previously in the City's pension, as it may affect who comes back to Deerfield Beach.

Anthony Soroka, City Attorney, stated that he reached out to the Fire Pension attorney and was advised that it may impact individuals differently depending on where they are at in their career. Further, it may not negatively impact them either; nevertheless, more research will be forthcoming.

Mayor Drosky closed the public hearing.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 21 on first reading. Roll Call:

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

DEPARTMENTAL BUSINESS - CONTINUED

22. 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.

The Ordinance was read by title only.

Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the Fire Pension Board meeting.

Mayor Drosky closed the public hearing.

Commissioner Shanetzky reiterated his opposition to the Ordinances, as more negotiation is needed.

Vice Mayor Preston hopes that questions can be answered at the next meeting as to how this will affect the impacted individuals.

MOTION was made by Commissioner Plaut, seconded by Commissioner Hudak, to approve Item 22 on first reading. Roll Call:

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

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - *None*.

CITY MANAGER

Thank You - Rodney Brimlow, City Manager, thanked the Commission, residents, as well as the public safety personnel for coming out tonight, as this is a very important function of the City.

CITY COMMISSION BUSINESS**23. Discussion and potential action regarding pier admission fees.**

After a brief discussion, it was the consensus of the Commission to waive the pier admission fees until December 31, 2025.

Mayor Drosky opened the public hearing.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked for the estimated revenue during the closure.

Greg Warner, Director of Parks & Recreation, replied that he estimates it being \$10,000 - \$15,000 over the three-month period.

Billy Lane, 11 Tilford A, Deerfield Beach, suggested charging 100 pennies or \$1 to go out onto the pier in recognition of the City's 100th year Anniversary.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked if the pier will be reopening on August 30, 2025. Thereafter, he suggested that staff give a presentation on the pier reopening to the Deerfield Beach Council of the Greater Fort Lauderdale Chamber on September 11th.

CITY COMMISSION BUSINESS - CONTINUED

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to waive the pier admission fees until December 31, 2025. Roll Call:

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

Nays: 0

COMMENTS BY MAYOR & CITY COMMISSION

COMMISSIONER HUDAK (DISTRICT 1) - *None*.

COMMISSIONER SHANETZKY

DISTRICT 3

District 3 - Commissioner Shanetzky provided various updates on ongoing projects throughout his district.

COMMISSIONER PLAUT

DISTRICT 4

Peggy Noland Aquatic Center - Commissioner Plaut encouraged everyone to attend the ribbon cutting this Saturday.

Florida League of Cities - Commissioner Plaut commented on an event he recently attended.

VICE MAYOR PRESTON

DISTRICT 2

Packer Rattlers - Vice Mayor Preston said the Packer Rattlers are thriving.

BSO - Vice Mayor Preston asked that city staff explore the options being provided by BSO, so they can be brought to the City Commission for exploration.

MAYOR DROSKY

Thank You - Mayor Drosky thanked the residents for providing their input. Thereafter, he thanked staff for their efforts.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston, to adjourn the meeting at 1:00 a.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

Education Advisory Board (EAB)

Meeting Minutes

Monday, May 12, 2025

5:30 pm

Hillsboro Community Center

Call to Order and Roll Call

Chair Lubin called the meeting to order at 5:33 pm.

Members Present: Chair Michael Lubin, District 1
Dottie Plaut, Mayor
Janice Fulmore–Tigner, District 2

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

Approval of Minutes

MOTION was made by Ms. Plaut and seconded by Ms. Fulmore-Tigner to approve the April 2, 2025, meeting minutes. The MOTION was carried unanimously.

Presentation

Avis Swenson, Deerfield Beach Rotary Club

- Rotary Club would like to fund the High School Scholarship in partnership with the City.
- Rotary Club would like to have brand recognition.
- Rotary Club requests a Rotarian to be on the board to be able to select the high school scholarship winners.
- Rotary Club will write up a proposal to be submitted to the City Commission for review and approval.

Mr. Lubin opened up the floor for public comment.

Denise Bogner, City resident, advised that the board should keep doing 2 high school scholarships and the Rotary Club should keep doing 2 scholarships so that four (4) students in our community will benefit.

Mr. Lubin closed public comments.

Board Discussion

A. Housekeeping

Mr. Salas stated that he would like to remind the board of housekeeping reminders.

- If the board has an item to discuss or guest speaker ideas, reach out to him or Vennillia Wyatt.
- When Ms. Wyatt sends out the meeting invite, respond to the email confirming your attendance.
- He reminded the board to email staff directly and do not copy any other members.

B. Incentives for Teachers at Deerfield Beach Schools

Mr. Salas asked the board to find ways to incentivize teachers.

The board discussed various options our community can offer teachers.

C. Back-to-School Block Party

Mr. Salas stated the Back-to-School Block Party will be Saturday, August 2, 2025, at Tigner Community Center.

D. First Day of School Event

Mr. Salas advised the board that the First Day of School Event will be on Monday, August 11, 2025.

E. Summer Vacation

Mr. Lubin advised that the board will be on summer break from June – August and will resume in September.

F. Annual Poster Contest

Mr. Salas advised that the board to start thinking about the poster contest ideas. The winner of the poster contest artwork will be used for Pioneer Days 2026.

Mr. Lubin opened the floor for public comment.

Denise Bogner, City resident stated that Gabriela at the Historical Society is an Artist and the board should reach out to her as a resource for the poster contest.

Mr. Lubin closed public comments.

Staff Updates

Mr. Salas advised that he met with Superintendent Dr. Hepburn in recent weeks and they discussed:

- Deerfield Park Elementary will start at 8:00 am
- Discussed teacher housing options
- Speeding tickets for school zones
- School Resource Officers at Deerfield Beach Schools

Mr. Salas stated that Deerfield Beach Award Night will be on Thursday, May 22, 2025, at 6:00 pm.

Board Updates

Deerfield Park Elementary – No updates.

Park Ridge Elementary - VACANT

Quiet Waters Elementary – No updates.

Deerfield Beach Elementary – Chair Lubin stated they are in testing mode and the school is doing great.

Deerfield Beach Middle - Chair Lubin was not able to make the SAC meeting due to a prior engagement.

Deerfield Beach High School – No updates.

Tedder Elementary - Ms. Wyatt didn't have any updates.

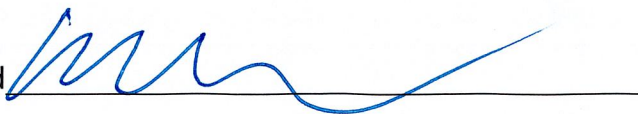
Comments from the Public

No comments from the public.

Adjournment

MOTION was made by Dotty Plaut and seconded by Janice Fulmore - Tigner to adjourn the meeting at 6:37 pm. The motion was CARRIED unanimously.

Minutes approved



Date

05/03/2025

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
August 7, 2025
MEETING MINUTES**

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

ROLL CALL

Present: Michelle Balaun
Joe Chancy, Alternate - *arrived at 7:05 p.m.*
William Lane
Judith Mergilles, Alternate
Keith Porter
Brian Shartrand, Alternate
Bridgette Beckford, Vice Chair
Brian Bennett, Chair

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

Absent: Kanthiah Easwara Chandran, Alternate

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES

Vice Chair Beckford made a motion, seconded by Mr. Porter to approve the July 10, 2025 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

P.H. 2025-102: APPLICATION: 84-B1-30 Rev. 1

Applicant: **Spy Spot Inv LLC. represented by Hendrik DeMello**

Proposal: Seeking major site plan approval to construct first and second-floor additions to an existing 1,892 square foot building with associated site improvements on a 0.08-acre site.

Location: The property is described as a parcel of land in PALM PLAZA 47-18 B LOT 2 LESS S 5,3 and located at 825 S. Federal Highway.

SUMMARY BACKGROUND/EXPLANATION

The Applicant is seeking approval for a Major Site Plan on a 0.08-acre site to construct a first and second-floor addition to an existing 1,892 square foot building. The proposal consists of a second-floor addition of 810 square feet of storage area which will service the first-floor office uses. Additionally, the applicant is proposing a first-floor addition to push out and square off the front façade with associated architectural improvements to the new front façade. Site improvements include new landscaping, ADA access ramp from the right-of-way and a new rear concrete walkway.

The second-floor addition is proposed to be 24 feet 11 inches tall, and the maximum height allowed in the B-1 district is 45 feet. The architecture meets the minimum building design standards outlined in the City's Land Development Code Section 78-7(b) and is keeping with the Coastal Community architectural standards with regard to colors and materials.

The existing building is part of Palm Plaza with five assigned parking spaces in the plaza and three existing onsite parking spaces which abut Federal Highway. According to FDOT standards, the three existing onsite parking spaces are deemed non-conforming and must be removed. The proposed development requires a minimum of eight parking spaces with the inclusion of the first and second floor additions, thus, the applicant is seeking a technical deviation from the minimum requirement of eight spaces to allow for five spaces, a deviation of three spaces.

In addition to the requested technical deviation, the applicant is seeking approval of three variances due to the existing nonconforming site conditions:

- a. Variance from code section 98-61 of the Land Development Code to allow for a platted lot width of 39.55 feet where 50 feet is the minimum required.
- b. Variance from code section 98-61 of the Land Development Code to allow for a platted lot area of 3,240 square feet where 5,000 square feet is the minimum required.
- c. Variance from code section 98-61 of the Land Development Code to allow for a maximum lot coverage of 62.6% where 50% is the maximum allowed.

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

On July 23, 2025, the item was heard and approved by the Community Appearance Board.

Daniel Mantell, Planning and Zoning Manager, provided a brief overview of the item.

Hendrik DeMello, representing the applicant, highlighted a brief presentation. He stated that the applicant is seeking to construct a second-floor addition with site improvements, which include new landscaping, an ADA access ramp, and new rear concrete walkway. Further, he explained that a technical deviation and three variances are being requested for commission consideration and approval.

In response to Ms. Balaun's question, Mr. Mantell replied that there is an alley way in the rear of the building that will be utilized for loading and unloading; all of which would occur before business hours.

In response to Vice Chair Beckford's questions, Mr. Mantell replied that the landscaping plan has been approved by staff. Further, he explained that there won't be a monument sign and an ADA access ramp will be added on the public right-of-way. Lastly, the second-floor is being built to the maximum height allowed.

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

Vice Chair Beckford made a motion, seconded by Mr. Porter to approve Application 84-B1-30 Rev. 1 as submitted. The motion CARRIED by unanimous vote.

STAFF REPORT

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said the next meeting will be held on September 4, 2025.

In response to Chair Bennett's question, Mr. Mantell replied that no letters were sent, and seven public notices were returned as undeliverable.

In response to Mr. Chancy's question, Mr. Mantell replied that the public notice is sent to anyone within 500 of the property.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

Mr. Chancy asked for an update on the 3rd Avenue project.

Daniel Mantell, Planning and Zoning Manager, replied that he unfortunately does not have the information, but will provide at a later date.

ADJOURNMENT

Vice Chair Beckford made a motion, seconded by Ms. Balaun to adjourn the meeting at 7:26 p.m. The motion CARRIED by unanimous vote.

Brian Bennett, Chair
Planning and Zoning 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 15, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Monday, September 15, 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 15, 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 15, 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 15, 2025.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/81603611007?pwd=VHPIYFIz51aEZAQLkaW4Mune7NkBJv.1>
 - ii. The video camera display feature is disabled for public use.
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (305) 224-1968, Meeting ID: 816 0361 1007#, Participant ID: #, Passcode: 097607#

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 15, 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. 2025-446

Agenda Date: 9/15/2025

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

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 15th, 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. 2025-447

Agenda Date: 9/15/2025

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

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, <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 -6.2%
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	2,984,258	-	2,096,197	-	1,650,000	-	7,457,684	14,188,139
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	21,966,222	-	75,500	-	10,231,881	-	500,000	32,773,603
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	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. 2025-448

Agenda Date: 9/15/2025

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

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. 2025-453

Agenda Date: 9/15/2025

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2025-116: Resolution 2025 - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; providing authority; providing definitions and interpretation; confirming the preliminary rate resolution; reimposing fire rescue assessments against assessed property located within the City of Deerfield Beach for the fiscal year beginning October 1, 2025; approving the assessment roll; providing for collection; providing for effect and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In Fiscal Year 2019, a full study of the City's fire assessment rates was conducted by Government Services Group, Inc. ("GSG") to determine the adequacy of the City's fire assessment rates. It was determined that the previous fire assessment charged to property owners was not covering all the assessable costs to provide fire protection services. Per the GSG study, based on a 100% funding of the projected five-year average assessable costs, the residential rate would be \$301 per residential dwelling. The City Commission ultimately adopted a fire rescue assessment rate of \$235 per residential dwelling for Fiscal Year 2020 and subsequently for Fiscal Year 2021 and Fiscal Year 2022.

During Fiscal Year 2022, a full updated study of the City's fire assessment rates was conducted by Anser (formerly GSG) to determine the adequacy of the City's fire assessment rates. It was determined that the previous fire assessment rates charged to property owners still did not cover all the assessable costs to provide fire protection services. Per the study, based on a 100% funding of the projected five-year average assessable costs, the residential rate would be \$372 per residential dwelling. For FY 2024, the Commission adopted a fire assessment rate of \$315 per residential dwelling unit, with an estimated net revenue of \$17.5 million. This amount represented approximately 85% of the cost to provide fire services.

During budget development for Fiscal Year 2025, the City received BSO's Fire-Rescue cost consideration request of \$36 million, or approximately \$2.4 million (7.08%) increase over FY2024. Those costs will also be in addition to the capital costs for fire apparatus (\$2M ladder truck), retirement costs (\$5.7M) for former City firefighters, and health costs (\$4M) related to the City's Firefighter Pension plan. The current adopted fire assessment rate is \$315 per residential unit, and generates net revenues of approximately \$17.5 million. Based on the latest study, this captures approximately 85% of the allowable costs. The remaining portions of the fire costs (approximately \$5.9 million) are primarily covered by revenues generated from ad valorem revenues (millage).

Current Activity

At the July 8, 2025 Commission meeting, the Commission approved a Preliminary Assessment rate of \$365 per residential dwelling unit, as the established rate for advertising on the TRIM notice. That would be the

maximum rate that could be adopted as the final fire assessment rate. This fire assessment revenue is dedicated to the funding of the fire services. Portions of the fire services not covered by the Fire Assessment will primarily be funded from the General Fund.

The Resolution for the final fire assessment rate is drafted at \$365 per residential dwelling unit for the Commission's consideration. However, the Commission may adopt a rate lower than the \$365.

Recommendation

Staff recommends adoption of the Resolution establishing the fire assessment rate for FY26.

CITY OF DEERFIELD BEACH, FLORIDA

**ANNUAL RATE RESOLUTION
RESOLUTION NO. 2025/_____**

ADOPTED SEPTEMBER 15, 2025

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RESOLUTION NO. 2025/_____

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DEERFIELD BEACH, FLORIDA; PROVIDING AUTHORITY; PROVIDING DEFINITIONS AND INTERPRETATION; CONFIRMING THE PRELIMINARY RATE RESOLUTION; REIMPOSING FIRE RESCUE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DEERFIELD BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION; PROVIDING FOR EFFECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Deerfield Beach, Florida (the "City Commission"), has enacted Ordinance No. 2002/003 (the "Ordinance"), which authorizes the imposition of Fire Rescue Assessments for fire rescue services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of an annual Fire Rescue Assessment for fire rescue services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to reimpose a Fire Rescue Assessment within the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2025;

WHEREAS, on July 8, 2025, the City Commission adopted Resolution No. 2025/125 (the "Preliminary Rate Resolution"), containing and referencing a brief and general description of the fire rescue facilities and services to be provided to Assessed Property, describing the method of apportioning the Fire Rescue Assessed Cost to compute the Fire

Rescue Assessment for fire rescue services, facilities, and programs against Assessed Property, estimating a rate of assessment, and directing the updating and preparation of the Assessment Roll, provision of published notice required by the Ordinance and mailed notice if circumstances described in Section 2.08(F) of the Ordinance so require;

WHEREAS, to reimpose Fire Rescue Assessments for the Fiscal Year beginning October 1, 2025, the Ordinance requires the City Commission to adopt an Annual Rate Resolution for each Fiscal Year, which confirms or repeals the Preliminary Rate Resolution with such amendments as the City Commission deems appropriate, establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year after hearing comments and objections of all interested parties;

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 15, 2025, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Ordinance; Resolution No. 2022/121 (the “Amended and Restated Initial Assessment Resolution”); Resolution No. 2022/157 (the “Amended and Restated Final Assessment Resolution”), the Preliminary Rate Resolution; Article VIII, Section 2 of the Florida Constitution; the City Charter of the City of Deerfield Beach; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION.

(A) This resolution constitutes the Annual Rate Resolution as defined in the Ordinance.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 3. CONFIRMATION OF PRELIMINARY RATE RESOLUTION. The Preliminary Rate Resolution is hereby confirmed.

SECTION 4. REIMPOSITION OF FIRE RESCUE ASSESSMENTS.

(A) The parcels of Assessed Property included in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire

rescue services, facilities, and programs described or referenced in the Preliminary Rate Resolution in the amount of the Fire Rescue Assessment set forth in the updated Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing by electronic means and is incorporated herein by reference.

(B) The Assessment Roll, as approved, includes those Tax Parcels of Assessed Property that cannot be set forth in that Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt “home addresses.”

(C) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution.

(D) Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution, from the fire rescue services, facilities, or programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(E) The method for computing Fire Rescue Assessments described and referenced in the Preliminary Rate Resolution is hereby approved. The Cost

Apportionment, Cost Factor, and Parcel Apportionment methodologies adopted in Section 6 of the Preliminary Rate Resolution are hereby approved.

(F) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is \$22,909,107.00. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

**FIRE RESCUE ASSESSMENTS
FISCAL YEAR 2025-2026**

RESIDENTIAL PROPERTY USE CATEGORY	Rate Per Dwelling Unit			
Residential	\$365.00			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	< 1,999	\$578	\$174	\$1,670
	2,000 - 3,499	\$1,155	\$347	\$3,340
	3,500 - 4,999	\$2,021	\$606	\$5,844
	5,000 - 9,999	\$2,886	\$866	\$8,349
	10,000 - 19,999	\$5,772	\$1,732	\$16,697
	20,000 - 29,999	\$11,544	\$3,463	\$33,394
	30,000 - 39,999	\$17,316	\$5,194	\$50,091
	40,000 - 49,999	\$23,088	\$6,925	\$66,788
	> 49,999	\$28,860	\$8,656	\$83,485

(G) The above rates of assessment are hereby approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and reimposed on all parcels of Assessed Property included in such Assessment Roll for the Fiscal Year beginning October 1, 2025.

(H) The following exemptions shall apply to the Fire Rescue Assessment program:

(1) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Rescue Assessment.

(2) No Fire Rescue Assessment shall be imposed upon Buildings located upon parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(3) In accordance with Section 170.01(4), Florida Statutes, no Fire Rescue Assessment shall be imposed against any Building of Non-Residential Property located on a Tax Parcel that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes, unless that Building exceeds a just value of \$10,000 as determined by the Property Appraiser and is not a Pole Barn.

(l) Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Rescue Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Rescue Assessment upon each affected Tax Parcel in the amount of the Fire Rescue Assessment that would have been otherwise

imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

(J) As authorized in Section 2.13 of the Ordinance, interim Fire Rescue Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(K) Fire Rescue Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

SECTION 5. COLLECTION OF FIRE RESCUE ASSESSMENTS.

(A) The Fire Rescue Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in Section 3.01 of the Ordinance.

(B) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

(C) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Rescue Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 7. SEVERABILITY. 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 as eliminated and in no way effecting the validity of the other provisions of this resolution.

SECTION 8. EFFECTIVE DATE. This Annual Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2025.

CITY OF DEERFIELD BEACH

Todd Drosky, Mayor

ATTEST:

Heather Montemayor, CMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Anthony Soroka, City Attorney

APPENDIX A

AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Rodney Brimlow, who, after being duly sworn, deposes and says:

1. Rodney Brimlow, as City Manager of the City of Deerfield Beach, Florida ("City"), pursuant to the authority and direction received from the City Commission, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Fire Rescue Assessment Ordinance No. 2002/003 (the "Assessment Ordinance") and in conformance with the Preliminary Rate Resolution No. 2025/125 (the "Preliminary Rate Resolution").

2. In accordance with the Assessment Ordinance and Preliminary Rate Resolution, Mr. Brimlow timely provided all necessary information for notification of the Fire Rescue Assessment to the Property Appraiser of Broward County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

FURTHER AFFIANT SAYETH NOT.

Rodney Brimlow, affiant

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by Rodney Brimlow, City Manager, City of Deerfield Beach, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

APPENDIX B
PROOF OF PUBLICATION

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Deerfield Beach, or authorized agent of the City of Deerfield Beach, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire rescue services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Broward County Department of Finance and Administrative Services by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Broward County Department of Finance and Administrative Services and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

CITY OF DEERFIELD BEACH, FLORIDA

By: _____
Mayor

**[to be delivered to Broward County Department of
Finance and Administrative Services prior to September 15]**



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-455

Agenda Date: 9/15/2025

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2025-117: Resolution 2025/ - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; approving the rate of assessment for each affected property; adopting the Assessment Roll; providing for notice and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The enclosed Resolution approves a final assessment roll for the City's Nuisance Abatement Assessment Program for Fiscal Year 2026. Under the City's Nuisance Abatement Program established by Chapter 34, Article VI of the City Code of Ordinances, the City imposes a nuisance abatement assessment on properties where the City has abated a nuisance. The assessment includes the actual cost of abating the nuisance, the cost of serving notice, the cost of obtaining title information, the cost of recording of the lien, the cost of inspections, and all other specifically related costs incurred by the City. Any funds in the Nuisance Abatement Trust Fund may be used to abate public nuisances on property to which title is not clear, abate nuisances on government property, which may not be assessed, or for other purposes directly related to the abatement of nuisances.

Current Activity

Nuisance abatement service assessments for the upcoming and for prior fiscal years are as follows:

FY 2026 - \$5,226.28
FY 2025 - \$20,350.04
FY 2024 - \$16,836.50
FY 2023 - \$23,400.20
FY 2022 - \$49,931.12
FY 2021 - \$22,633.60
FY 2020 - \$27,525.42
FY 2019 - \$29,357.62

Recommendation

To help defray the cost of providing nuisance abatement services, staff recommends that the City Commission approve this item.

RESOLUTION 2025/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE COLLECTION OF NUISANCE ABATEMENT SERVICES ASSESSMENTS; ADOPTING FINDINGS OF FACT; APPROVING THE RATE OF ASSESSMENT FOR EACH AFFECTED PROPERTY; ADOPTING THE ASSESSMENT ROLL; PROVIDING FOR NOTICE AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Deerfield (“City”) has been continuously confronted with the challenge of abandoned and unmaintained homes within the City; and

WHEREAS, the City has instituted its Nuisance Abatement Program to address certain property maintenance issues affecting these abandoned and unmaintained homes; and

WHEREAS, these property maintenance issues negatively affect the public health, safety and welfare by enabling the deterioration of neighborhoods, facilitating and providing opportunities for criminal activity, producing blight and contributing to lower property values; and

WHEREAS, affected property owners and mortgagees were provided notice and an opportunity to be heard concerning conditions on their property that threatened the public health, safety and welfare; and

WHEREAS, the owners or mortgagees have either abandoned the property or refused to address the issues that threaten the community; and

WHEREAS, in an effort to combat these negative effects on the City of Deerfield Beach and its residents, the City has undertaken to improve the various properties throughout the City by abating conditions deemed to be a nuisance pursuant to its Nuisance Abatement Program; and

WHEREAS, the City Commission finds that properties so improved have specifically benefited from the City’s actions in an amount equal to or greater than the costs incurred by the City in carrying out its Nuisance Abatement Program and greater in kind and degree than other properties located within the City; and

WHEREAS, some owners or mortgagees of the benefited properties have failed or refused to reimburse the City for the costs incurred by the City in improving their property; and

WHEREAS, the City Commission finds that it is fair and equitable to assess against each benefited property a non-ad valorem special assessment in an amount equal to the costs incurred by the City in improving said property, less any amounts paid by the property owner to offset such costs; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the tax bills issued for the collection of non-ad valorem taxes.

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

SECTION 1. This Resolution is adopted pursuant to the provisions of Chapter 34, Nuisance Abatement Program of the City of Deerfield Beach Code of Ordinances, Chapter 170, Florida Statutes, and Sections 197.3632 and 197.3635, Florida Statutes, and other applicable provisions of law.

SECTION 2. The foregoing findings are incorporated herein by reference and made a part of this Resolution. Further, it is hereby ascertained, determined and declared as set forth in Chapter 34 of the City of Deerfield Beach Code of Ordinances, that the City Commission of the City of Deerfield Beach has the authority under its home rule powers and other applicable Florida Statutes to impose Nuisance Abatement Services Assessments upon certain defined residential properties (“Assessed Property”), within the incorporated area of the City of Deerfield Beach, as more fully described in Exhibit “A” attached hereto and incorporated herein by this reference.

In addition, it is hereby ascertained, determined and declared that each parcel of Assessed Property has been benefited by the City’s provision of nuisance abatement services in an amount not less than the cost of such service by the City for each parcel computed in the manner set forth in this preliminary Assessment Resolution based upon the following legislative determinations:

(A) Nuisance abatement services provide a special benefit and possess a logical relationship to the use and enjoyment of property.

(B) Nuisance abatement services benefit Assessed Property by providing reasonable, safe and cost effective remediation of nuisance conditions on such property.

(C) Nuisance abatement services benefit Assessed Property by protecting the value of the property, protecting the property from becoming the target of crime, and promoting the health, safety and welfare of the owners and occupants of such property, if any, resulting from the delivery of such services in a reasonable and cost effective manner.

(D) Nuisance abatement services assist in facilitating the eventual sale of property following foreclosure by promoting maintenance of the property, preventing vandalism of the property and improving the appearance of the neighborhood.

SECTION 3. Nuisance Abatement Services are provided to benefited properties after the property has been declared a nuisance pursuant to the City’s Nuisance Abatement Program. Nuisance Abatement Services Assessments are imposed when the property owner fails to abate the conditions which give rise to the nuisance and, as a result, the City abates the nuisance(s). Each assessment includes the actual cost incurred by the City for the work performed on the property in abating the nuisance condition(s), utilizing either an outside contractor or City forces; the cost of providing notice, including, but not limited to, the cost of postage and publication and/or service by a process server; and a flat fee of \$325.00 for administrative/personnel costs. The Assessments set forth in the attached Exhibit “A” are hereby approved and shall be collected utilizing the uniform method of collecting non-ad valorem assessments.

SECTION 4. The City Commission hereby adopts the Assessment Roll, attached as Exhibit “A”, as the non-ad valorem assessment roll for Nuisance Abatement Services for the Fiscal Year commencing October 1, 2025.

SECTION 5. The City held a public hearing on Monday, September 15, 2025, at 7:00 p.m. in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, at which time the City Commission received and considered any comments on the Nuisance Abatement Services Assessments from the public and affected property owners and considered imposing the Nuisance Abatement Services Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 6. The City Manager caused the publication of a notice of the public hearing authorized by Section 5 above. The notice was published no later than August 26, 2025, in substantially the form attached as Exhibit “B”.

SECTION 7. A notice of public hearing was also provided by first class mail to the Owner of each parcel of Assessed Property in substantially the form attached hereto as Exhibit “C”. Such notices were mailed no later than August 26, 2025.

SECTION 8. This Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF SEPTEMBER, 2025.

CITY OF DEERFIELD BEACH, FLORIDA

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

NAME OF OWNER	PARCEL ID#	AMOUNT	MAILING ADDRESS
KEAIRNES, CLAYTON	4843 0622 0010	\$ 2,300.00	PO BOX 25935 COLORADO SPRINGS, CO 80936
SANDLEWOOD PROPERTIES TRUST LLC	4842 0104 0610	\$ 2,926.28	2351 WEST ATLANTIC BLVD #8671, POMPANO BEACH, FL 33069
	TOTAL	\$5,226.28	

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.

EXHIBIT B

NOTICE OF PUBLIC HEARING REGARDING THE COLLECTION OF NUISANCE ABATEMENT SERVICES SPECIAL ASSESSMENTS ON THE 2025 TAX ROLL

Notice is hereby given that the City Commission of the City of Deerfield Beach, Florida ("Commission") will conduct a public hearing concerning the collection of nuisance abatement services assessments on the 2025 tax roll for the purpose of adopting the non-ad valorem assessment roll. The nuisance abatement services assessments were previously assessed against certain properties, which were declared public nuisances and located within the city boundaries of the City of Deerfield Beach, to recover the cost of providing nuisance abatement services to such properties. The assessments for each property were calculated based upon the actual cost of the abatement, plus administrative costs, 8% interest, and the cost of collection.

The public hearing will be held in the City Commission Chambers at City Hall located at 150 N.E. Second Avenue, Deerfield Beach, Florida **at 7:00 p.m. on September 15, 2025**, or as soon thereafter as the matter may be heard, for the purpose of receiving public comment on the proposed collection of the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Commission in care of the City Clerk within 20 days of this notice. If a person decides to appeal any decision made by the Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to arrange for a court reporter to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's office at 954-480-4200, at least two (2) days prior to the date of the hearing.

The assessments to be included as non-ad valorem assessments on the 2025 tax roll include the following:

	PARCEL ID#	AMOUNT	MAILING ADDRESS
KEAIRNES, CLAYTON	4843 0622 0010	\$ 2,300.00	PO BOX 25935 COLORADO SPRINGS, CO 80936
SANDLEWOOD PROPERTIES TRUST LLC	4842 0104 0610	\$ 2,926.28	2351 WEST ATLANTIC BLVD #8671, POMPANO BEACH, FL 33069
	TOTAL	\$5,226.28	

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.

EXHIBIT C

NAME
ADDRESS
CITY AND ZIP

NOTICE OF HEARING TO IMPOSE A
NON-AD VALOREM ASSESSMENT FOR
NUISANCE ABATEMENT SERVICES

NOTICE DATE: AUGUST 20, 2025

Parcel Identification Number: Parcel ID
Legal Description:

******* NOTICE TO PROPERTY OWNER*******

As required by Section 197.3632, Florida Statutes, and at the direction of the City Commission for the City of Deerfield Beach, Florida, notice is hereby given by the City of Deerfield Beach, Florida, that the City is proposing to collect a previously imposed special assessment against your property for nuisance abatement services, using the tax bill collection method. The special assessment was levied against your property for the cost to the City of providing nuisance abatement services pursuant to Chapter 34, of the City's Code of Ordinances. The assessment levied against your property was based upon the actual cost to the City for providing the service, including all direct and indirect costs. However, the City will waive any interest on its liens when paid as a non-ad valorem assessment on the tax roll.

The Nuisance Abatement Services Assessment for your property which the City is proposing to collect on the 2025 tax roll is = \$5,226.28 The total revenue the City will collect for the nuisance abatement services assessments for nuisance abatement services is estimated to be **\$5,226.28**. The nuisance abatement service assessments levied will be collected in the same manner as ad valorem taxes by the Broward County Department of Finance and Management Services and will appear on the "non-ad valorem" portion of the 2025 tax bill. If the property owner fails to pay this assessment when due, it will result in the sale of a tax certificate against the affected property and may subject the property owner to loss of title to the property.

All affected property owners have the right to appear and be heard at a public hearing held by the City Commission and have the right to file written objections with the City Clerk within twenty (20) days of this notice. **The public hearing is to be held on Monday, September 15, 2025 at 7:00 p.m. in the Commission Chambers, City Hall - 150 N.E. Second Avenue, Deerfield Beach, Florida.** At the hearing, the City Commission will consider comments and objections to collection of nuisance abatement services assessments in this manner and will approve the assessment roll as final. Upon the filing of such assessment roll with the Broward County Department of Finance and Management Services, the assessments shall stand as legal, valid and binding liens, co-equal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. In accordance with the Americans with Disabilities Act, persons needing special accommodations should contact the City Clerk's office at 954-480-4200 at least two (2) days prior to the hearing.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above referenced public hearing, a record of the proceeding may be needed and in such event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-454

Agenda Date: 9/15/2025

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2025-118: Resolution 2025/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of stormwater management services provided by the City's stormwater utility; providing authority; providing definitions and interpretation; confirming the Amended and Restated Initial Assessment Resolution; imposing stormwater service assessments against developed property located within the stormwater service area for the fiscal year beginning October 1, 2025; approving the assessment roll; providing for collection; providing for effect, conflict, and severability; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Pursuant to Section 403.0891, Fla. Stat., the City is responsible for the development of a stormwater management program, which is defined in Section 403.031(15), Fla. Stat., as "the institutional strategy for stormwater management, including urban, agricultural, and other stormwater". On April 11, 2018, the City passed and adopted the Stormwater Management Utility Ordinance (the "Ordinance"), which establishes a stormwater management utility responsible for the City's stormwater management system. The Ordinance establishes a dedicated stormwater utility fund and authorizes the levy of a stormwater utility fee on all property within the City for services and facilities provided under the City's stormwater management utility program. The Ordinance provides for the fee for each parcel to be determined based upon a parcel's classification and the number of equivalent residential units ("ERUs) assigned to it. The Ordinance provides for the City Commission, by resolution, and upon recommendation of the Director of Environmental Services, to establish or amend the average square footage of effective impervious area of an ERU, and establish or amend the rates for each ERU.

Hazen and Sawyer P.C., the City's consultant, ("Hazen") completed a Utility Program Update and five-year financial forecast, dated November 17, 2022, including the required stormwater fee to cover both the stormwater utility's ongoing operation and maintenance costs as well as capital improvements (the "Stormwater Study Update"). On December 6, 2022, the City Commission passed and adopted Resolution No. 2022/206, adopting an amendment to the City of Deerfield Beach Stormwater Management and Flood Resiliency Master Plan to establish a five-year funding strategy for fiscal years 2024 through 2028 to fund capital improvements for stormwater utility projects and operations consistent with the Stormwater Study Update. The five-year funding strategy, as follows, is based on a Utility Program Update and Forecast prepared by Hazen in November 2022.

Projected Monthly Equivalent of Stormwater Fee per ERU

FY24	FY25	FY26	FY27	FY28
\$4.77	\$4.91	\$5.79	\$5.95	\$6.84

On June 20, 2023, the City Commission passed and adopted Resolution No. 2023/113, which approved and adopted the schedule of stormwater utility rates effective October 1, 2023 through September 30, 2028, attached as Exhibit "A" to the Resolution, consistent with the previously adopted five-year stormwater management funding strategy, and establishing the value of an ERU.

On November 14, 2023, the City Commission passed and adopted Resolution No. 2023/190, declaring the City's intent to use the Uniform Method for collection of non-ad valorem assessments for stormwater management special assessments to be levied on all properties located within the City pursuant to Chapter 197, Florida Statutes.

In February 2024, by Resolution, the City Commission approved the Interlocal Agreement with Broward County for Uniform Collection of Non-Ad Valorem Assessments.

Current Activity

The City and its consultants have completed the annual update to the Equivalent Residential Units to include all new development of impervious areas and have prepared the tax roll bill for submission to the Broward County Property Appraiser. The assessment rate for Fiscal Year 2026 is \$69.48 per Equivalent Rate Unit ("ERU") annually (\$5.79 monthly per ERU).

On July 8, 2025, the City Commission adopted Resolution No. 2025/113 (the "Preliminary Assessment Resolution"), geographically identifying the area within which the City provides Stormwater Management Services and those properties to be benefited by the City's Stormwater Management Services (the "Stormwater Service Area"), describing the method of assigning ERUs and apportioning the Stormwater Service Cost against Assessed Property located within the Stormwater Service Area, designating rates of assessment for the fiscal year commencing on October 1, 2025, directing the preparation of the preliminary Assessment Roll, and directing the provision of the required notices.

All previously approved resolutions are on file in the Office of the City Clerk.

Recommendation

It is recommended that the City Commission adopt the final stormwater assessment rate resolution for the fiscal year commencing October 1, 2025, with a stormwater rate of \$69.48 per ERU annually, consistent with the City's five-year funding strategy for fiscal years 2024 through 2028 previously adopted by the City Commission.

CITY OF DEERFIELD BEACH, FLORIDA

**AMENDED AND RESTATED
FINAL ASSESSMENT RESOLUTION
FOR STORMWATER MANAGEMENT SERVICES
RESOLUTION NO. 2025/____**

ADOPTED SEPTEMBER 15, 2025

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RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; PROVIDING AUTHORITY; PROVIDING DEFINITIONS AND INTERPRETATION; CONFIRMING THE AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION; IMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION; PROVIDING FOR EFFECT, CONFLICT, AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Deerfield Beach, Florida (the "City Commission"), has enacted Ordinance No. 2025/003 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's provision of Stormwater Management Services;

WHEREAS, the imposition of an annual Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

WHEREAS, on July 8, 2025, the City Commission adopted Resolution No. 2025/113 (the "Amended and Restated Initial Assessment Resolution"), describing the method of assigning ERUs and apportioning the Stormwater Service Cost against Developed Property located within the Stormwater Service Area, which consists of the entire incorporated area of the City, directing the preparation of the preliminary Assessment Roll, and directing the provision of the notices required by the Ordinance; and

WHEREAS, pursuant to Section 3.08 of the Ordinance, the City is required to confirm or repeal the Amended and Restated Initial Assessment Resolution, with such amendments as the City Commission deems appropriate, after hearing comments and receiving objections of all interested parties; and

WHEREAS, the Assessment Roll has heretofore been filed with the office of the City Manager, as provided in Section 3.05 of the Ordinance and Section 2.03 of the Amended and Restated Initial Assessment Resolution; and

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing has been duly held on September 15, 2025, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This Amended and Restated Final Assessment Resolution is adopted pursuant to the Ordinance; the Amended and Restated Initial Assessment Resolution; Article VIII, Section 2 of the Florida Constitution; Sections 166.021 and 166.041, Florida Statutes; the Charter of the City of Deerfield Beach, Florida; and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION.

(A) This resolution is the Amended and Restated Final Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance and Section 70-196 of the City of Deerfield Beach Code of Ordinances, as it may be amended. Any ambiguity or inconsistency between the defined terms shall be resolved by giving precedence to this Amended and Restated Initial Assessment Resolution, then the Ordinance, and finally Section 70-196 of the City of Deerfield Beach Code of Ordinances.

(C) Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this resolution; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 3. CONFIRMATION OF AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION. The Amended and Restated Initial Assessment Resolution is hereby confirmed.

SECTION 4. APPROVAL OF ASSESSMENT ROLL.

(A) The Assessment Roll, a copy of which was present or available at the above referenced public hearing by electronic media and on file with the office of the City Manager and incorporated herein by reference, is hereby approved.

(B) Additionally, the Assessment Roll includes those Tax Parcels of Assessed Property within the Stormwater Service Area that cannot be set forth in that Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt “home addresses.”

SECTION 5. IMPOSITION OF STORMWATER SERVICE ASSESSMENTS.

(A) The Tax Parcels of Assessed Property within the Stormwater Service Area, which consists of the entire incorporated area of the City, are hereby found to be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution, and set forth in the Assessment Roll.

(B) Adoption of this Amended and Restated Final Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments and assignment of ERUs described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(D) For the Fiscal Year beginning October 1, 2025, the total Stormwater Service Cost is \$3,640,825.00. The Stormwater Service Cost shall be allocated among all Tax Parcels of Developed Property within the Stormwater Service Area based upon each Tax Parcel's assignment of ERUs. The Stormwater Service Assessment to be charged to each Tax Parcel of Developed Property located within the Stormwater Service Area for the Fiscal Year beginning on October 1, 2025, shall be computed by multiplying the number of ERUs attributable thereto by the per ERU rate of \$69.48.

(E) The above rate per ERU for each Stormwater Service Area is approved. Stormwater Service Assessments for the provision of Stormwater Management Services in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property included in the Assessment Roll for the Fiscal Year beginning October 1, 2025.

(F) The following exemptions are approved for the Stormwater Service Assessment program:

(1) No Stormwater Service Assessment shall be imposed upon a parcel of Government Property; however, Government Leaseholds and Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Stormwater Service Assessment.

(2) No Stormwater Service Assessment shall be imposed upon a Tax Parcel that qualifies for exemption under Section 163.3162(3)(c), Florida Statutes, as Agricultural Property containing a Farm Operation that has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-

the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district.

(G) Any shortfall in the expected Stormwater Service Assessment proceeds due to any reduction or exemption from payment of the Stormwater Service Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Service Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Stormwater Service Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Stormwater Service Assessment upon each affected Tax Parcel in the amount of the Stormwater Service Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

(H) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City Commission of this Amended and Restated Final Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(I) As authorized in Section 5.06 of the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Amended and Restated Final Assessment Resolution based upon the rate of assessment approved herein.

SECTION 6. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.

(A) The Stormwater Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act as provided in Section 4.01 of the Ordinance.

(B) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

(C) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(D) Any Stormwater Utility Fees, as defined in Section 70-197 of the City of Deerfield Beach Code of Ordinances (the "Code"), imposed by the City pursuant to Article VI, Chapter 70 of the Code that are not included in the Assessment Roll shall continue to be collected pursuant to the provisions of Section 70-200 of the Code.

SECTION 7. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Amended and Restated Final Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Assessment Roll and the levy and lien of the

Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Amended and Restated Final Assessment Resolution.

SECTION 8. SEVERABILITY. 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 as eliminated and in no way effecting the validity of the other provisions of this resolution.

SECTION 9. CONFLICT. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 10. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 15TH DAY OF SEPTEMBER, 2025.

CITY OF DEERFIELD BEACH, FLORIDA

Todd Drosky, Mayor

ATTEST:

Heather Montemayor, CMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Anthony Soroka, City Attorney

APPENDIX A

PROOF OF PUBLICATION

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Rodney Brimlow, who, after being duly sworn, deposes and says:

1. Rodney Brimlow, as City Manager of the City of Deerfield Beach, Florida ("City"), pursuant to the authority and direction received from the City Commission, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with Ordinance No. 2025/003 (the "Ordinance") and in conformance with the Amended and Restated Initial Assessment Resolution No. 2025/113 (the "Amended and Restated Initial Assessment Resolution").

2. In accordance with the Ordinance, Mr. Brimlow timely provided all necessary information for notification of the Stormwater Service Assessments to the Property Appraiser of Broward County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

FURTHER AFFIANT SAYETH NOT.

Rodney Brimlow, affiant

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Affidavit of Mailing was sworn to before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by Rodney Brimlow, City Manager, City of Deerfield Beach, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission No.: _____

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Deerfield Beach, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Broward County Department of Finance and Administrative Services by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Broward County Department of Finance and Administrative Services and made part of the above-described Non-Ad Valorem Assessment Roll this ____ day of September, 2025.

CITY OF DEERFIELD BEACH, FLORIDA

By: _____
Mayor

**[to be delivered to Broward County Department of
Finance and Administrative Services prior to September 15]**



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-426

Agenda Date: 9/15/2025

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 Fifth Amendment to the Interlocal Agreement with Broward County for Community Shuttle Services to extend the term of the Agreement to September 30, 2027, and revise the list of holidays applicable to the shuttle services; authorizing execution of the Fifth Amendment; 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 and Broward County have provided supplemental community shuttle services for individuals to have accessibility to various Broward County Transit routes and to provide transportation for transportation-disadvantaged residents.

Pursuant to Resolution 2019/136, the City Commission entered into an Interlocal Agreement (ILA) with Broward County to provide transportation services for the benefit of City residents and businesses on the community shuttle routes, Deerfield Beach Express I (DBE I) and Deerfield Beach Express 2 (DBE II).

Pursuant to Resolution 2022/019, an amendment to the ILA was approved by the City Commission to expand the community shuttle program to include Saturday transportation services for DBE I and DBE II, reflect a funding decrease based on the City's actual operating and maintenance costs, and amend the vehicles that are being utilized by the City.

Pursuant to Resolution 2024/063, an amendment to the ILA was approved by the City Commission to approve a reduction in the hourly rate and funding decrease retroactive to October 1, 2023.

Pursuant to Resolution 2024/156, an amendment to the ILA was approved by the City Commission to extend the term of the agreement for a one-year term.

Pursuant to Resolution 2025/056, an amendment to the ILA was approved by the City Commission to approve a Fourth Amendment to the ILA with Broward County reflecting a rate increase from the previous cost of \$31.28 per revenue hour to \$42.47 per revenue hour, resulting in an annual total of \$213,680.16.

Current Activity

This Fifth Amendment extends the term of the Agreement through September 30, 2027, and adds Juneteenth to the list of holidays recognized in the Agreement on which service does not operate.

Recommendation

It is recommended that the City Commission approve the Fifth Amendment to the Interlocal Agreement with Broward County for community shuttle services.

RESOLUTION NO. 2025/____

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING
THE FIFTH AMENDMENT TO THE INTERLOCAL
AGREEMENT WITH BROWARD COUNTY FOR
COMMUNITY SHUTTLE SERVICES TO EXTEND THE
TERM OF THE AGREEMENT TO SEPTEMBER 30, 2027,
AND REVISE THE LIST OF HOLIDAYS APPLICABLE TO
THE SHUTTLE SERVICES; AUTHORIZING EXECUTION
OF THE FIFTH AMENDMENT; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, on October 1, 2019, the City of Deerfield Beach (the “City”) entered into an interlocal agreement with Broward County (the “County”) for community shuttle services (the “ILA”); and

WHEREAS, pursuant to the ILA, the City operates the Deerfield Beach Express I (BCT Route 728) and Express II (BCT Route 729) routes (respectively, “DBE I” and “DBE II”) Monday through Friday for the benefit of the residents and businesses of the City; and

WHEREAS, on February 15, 2022, the City and County executed a First Amendment to the ILA to reflect a funding decrease consistent with the City’s actual operating and maintenance costs, reflect an increase in the City’s service hours and days, and amend the vehicle list to reflect the vehicles that are being utilized by the City; and

WHEREAS, on May 7, 2024, the City Commission adopted Resolution No. 2024/063 approving the Second Amendment to the ILA regarding the reduction in the hourly rate and a funding decrease consistent with the City’s estimated operations and maintenance costs retroactive to October 1, 2023; and

WHEREAS, on October 1, 2024, the City Commission adopted Resolution No. 2024/156 approving the Third Amendment to the ILA to extend the term of the ILA until September 30, 2025; and

WHEREAS, on April 22, 2025, the City Commission adopted Resolution No. 2025/056, approving the Fourth Amendment to the ILA to increase the funding rate retroactive to October 1, 2024 from \$31.28 per revenue hour to \$42.47 per revenue hour for an annual total of \$213,680.16; and

WHEREAS, the City and the County desire to amend the ILA to extend the term through September 30, 2027, and add Juneteenth to the list of holidays recognized in the ILA on which the Deerfield Beach Express I and Express II Routes do not operate; and

WHEREAS, the City Commission finds it in the City’s best interest to approve and authorize the execution of the Fifth Amendment to the ILA, attached as Exhibit “1”, (the “Fifth Amendment”) to extend the term of the Agreement through September 30, 2027 and add Juneteenth to the list of holidays on which the Deerfield Beach Express I and Express II Routes do not operate.

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 Fifth Amendment to the ILA with the County, attached as Exhibit “1,” is hereby approved.

Section 3. The City Manager is authorized to execute the Fifth Amendment, attached as Exhibit “1,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



**FIFTH AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH
FOR COMMUNITY SHUTTLE SERVICE**

This Fifth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement, dated September 30, 2019 (the "Original Agreement"), to provide Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of City. The Original Agreement was amended on April 1, 2022, May 28, 2024, October 25, 2024, and May 14, 2025 (collectively, the "Agreement").

B. The Parties desire to enter into this Amendment to extend the term of the Agreement through September 30, 2027, and to add Juneteenth to the list of holidays recognized in the Agreement on which service does not operate.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. The Agreement is hereby extended and will remain in effect through September 30, 2027.
3. The Agreement and Exhibit A are amended to add Juneteenth (or the day observed as Juneteenth) to the list of holidays on which the Deerfield Beach Express I and Express II Routes do not operate.
4. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
5. In the event of any conflict or ambiguity between this Amendment, any prior amendments, and the Agreement, the Parties agree that the terms of the most recent amendment shall control. The Agreement, as amended by successive amendments including this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as so amended. Accordingly, the Parties

agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Preparation of this Amendment 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 any other.

7. City acknowledges that through the date this Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.

8. The effective date of this Amendment shall be the date of complete execution by the Parties.

9. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

10. Each individual executing this Amendment on behalf of a Party represents and warrants that they are, on the date they sign this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board Item 38 on June 10, 2025; and City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2025

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

By: _____
McKillop Erlandson (Date)
Assistant County Attorney

By: _____
Douglas Gonzales (Date)
Senior Assistant County Attorney

MBE
FIFTH AMENDMENT – DEERFIELD BEACH.docx
7/23/2025
#1179638v1

**FIFTH AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH
FOR COMMUNITY SHUTTLE SERVICE**

CITY

CITY OF DEERFIELD BEACH

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2025

Approved as to form:

By: _____

Print Name and Title



Memorandum

TO: Management Team and Staff

FROM: Rodney Brimlow

DATE: December 4, 2024

RE: **Revised** - Holiday Schedule 2025

In order to make it easier for you to plan your work schedules and for employees to make their personal plans, the following Holiday Schedule will be in effect throughout Calendar Year 2025:

New Year's Day	January 1, 2025	Wednesday
Martin Luther King, Jr. Day	January 20, 2025	Monday
President's Day	February 17, 2025	Monday
Memorial Day	May 26, 2025	Monday
Juneteenth	June 19, 2025	Thursday
Independence Day	July 4, 2025	Friday
Labor Day	September 1, 2025	Monday
Veterans' Day	November 11, 2025	Tuesday
Thanksgiving Day	November 27, 2025	Thursday
Day after Thanksgiving	November 28, 2025	Friday
Christmas Day	December 25, 2025	Thursday
Day after Christmas	December 26, 2025	Friday
Personal Day	As Mutually Scheduled with Supervisor	

Thank you for your anticipated attention to this Holiday Schedule. Please post on your bulletin board and distribute to those who do not have access to email.

Rodney Brimlow, Interim City Manager

cc: Mayor and Members of City Commission
City Attorney

Revised 12.04.24



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-444

Agenda Date: 9/15/2025

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 Christian Skaters, Inc. for a Surf Skaters Science Program at the Kirk Cottrell Pavilion; approving a daily rate of \$100 per day for facility use and waiving the current daily non-resident rate to support the program 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

Christian Skaters is looking to bring their program to Deerfield Beach as one of its host locations. They currently operate in a few different cities, and have requested an agreement with the City of Deerfield Beach.

Current Activity

Christian Skaters will be offering homeschool classes at the Kirk Cottrell Pavilion, which will take place from 9:15 a.m. to 1:15 p.m. on the dates specified in Exhibit "A" of the Facility Use Agreement for both the Fall and Spring sessions. The organization must use its best efforts to ensure that a minimum of 30% of total participants are Deerfield Beach residents. Christian Skaters are also responsible for adhering to all clauses outlined within the agreement. Christian Skaters has requested a waiver of the current daily non-resident facility use rate of \$500 per day and requests a daily facility use rate of \$100 per day (the "Fee Adjustment").

Recommendation

It is the recommendation of staff to approve the Facility Use Agreement between the City and Christian Skaters, Inc., along with the Fee Adjustment to support the Program.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH CHRISTIAN SKATERS, INC. FOR A SURF SKATERS SCIENCE PROGRAM AT THE KIRK COTTRELL PAVILION; APPROVING A DAILY RATE OF \$100 PER DAY FOR FACILITY USE AND WAIVING THE CURRENT DAILY NON-RESIDENT RATE TO SUPPORT THE PROGRAM WITHIN THE CITY; PROVIDING FOR EXECUTION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Christian Skaters, Inc. (“CS”) is a not for profit international skateboarding ministry that provides, through Surf Skaters Science, a science, technology, engineering, art, and math (“STEAM”) education program for K-12 homeschoolers and microschoolers; and

WHEREAS, the City owns and operates the Kirk Cottrell Pavilion (the “Pavilion”), which is suitable for use by CS for its STEAM programming (the “Program”); and

WHEREAS, CS has requested the use of the Pavilion to conduct its Program during Fall 2025 and Spring 2026 from 9:15 a.m. to 1:15 p.m. on the dates and times set forth in Exhibit “A” of the Facility Use Agreement attached as Exhibit “1” (the “Facility Use”); and

WHEREAS, CS has committed to use its best efforts to achieve a minimum of thirty percent (30%) of the total participation in the Program by City residents, and has requested a \$100 per day daily rate for the Facility Use and waiver of the daily non-resident facility use rate of \$500 per day to support the Program within the City (the “Fee Adjustment”); and

WHEREAS, City staff recommends approving the Facility Use, the Fee Adjustment providing for a daily rate of \$100 per day, and a Facility Use Agreement with CS, attached as Exhibit “1”, (the “Agreement”) to support the Program within the City for an initial one-year period, with one additional annual renewal option; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Facility Use, approve the Fee Adjustment providing for a daily rate of \$100 per day for the Facility Use, and authorize execution of the Agreement with CS.

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

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

Section 2. The City Commission hereby authorizes and approves the Facility Use by Christian Skaters, Inc. for the Program subject to the terms of the Agreement.

Section 3. The City Commission hereby approves the Facility Use Agreement with CS, attached as Exhibit “1,”.

Section 4. The City Commission hereby finds that the Fee Adjustment from a daily rate of \$500 per day to \$100 per day for the Facility Use in accordance with the terms of the Agreement serves the public interests of the City and is hereby approved.

Section 5. The City Commission hereby authorizes the City Manager to execute the 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 CHRISTIAN SKATERS, INC. D/B/A SURF SKATE SCIENCE**

This Agreement (the "Agreement") is made and entered into this ___ day of _____, 2025 (the "Effective Date"), by and between the City of Deerfield Beach, Florida, (the "CITY"), and Christian Skaters, Inc., a Florida Not-For-Profit Corporation d/b/a Surf Skaters Science (the "LICENSEE").

WHEREAS, LICENSEE is a not-profit international skateboarding ministry that provides through Surf Skaters Science a science, technology, engineering, art, and math ("STEAM") education program for K-12 homeschoolers and micro-schoolers; and

WHEREAS, the City owns and operates facilities, including the Kirk Cottrell Pavilion (the "Pavilion") located at 314 NE 21st Avenue within Deerfield, which is suitable for use by the LICENSEE for LICENSEE'S educational program (the "Program"); and

WHEREAS, LICENSEE desires to provide its Program within the City of Deerfield Beach and obtain a non-exclusive license to use the Pavilion (the "Permitted Area") to administer LICENSEE'S Program in accordance with applicable law; and

WHEREAS, LICENSEE will utilize the Permitted Area during Fall 2025 and Spring 2025 on those specific days and times set forth on Exhibit "A" of this Agreement; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE'S Program at the Permitted Area and to provide facility usage to support the Program 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 Program 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 its best efforts to achieve a minimum of thirty percent (30%) of the total participation in the Program by residents of the City of Deerfield Beach.

Section 3. Term. This Agreement shall take effect upon the Effective Date and shall expire one-year from the Effective Date unless terminated or renewed as permitted herein (the "Term"). The City Manager or his 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 its Program 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 \$100.00 per day, per 4 hour usage 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 be sent 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 Program session, LICENSEE shall provide the City with: (i) a list of each individual that will be providing any of the Program's service or otherwise serving as a representative of LICENSEE; and (ii) a list of each participant in the Program, together with the municipality of the home address of each participant.
- d. *Scheduling.* LICENSEE shall provide Program sessions in accordance with the dates and times set forth in Exhibit "A" and pursuant to the terms of this Agreement. LICENSEE acknowledges that the Program schedule is 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 Program sessions/classes that require an adjustment of security deposit returned at the conclusion of the Program, LICENSEE shall pay any overages of fees within ten days of the conclusion of the Program.
- h. *Clean-up of Permitted Areas.* Immediately after each Program session/class, the LICENSEE shall be responsible for cleaning the areas used during the administration of any Program session/class. LICENSEE furthers agrees to ensure

that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the City. LICENSEE, at the conclusion of each Program session/class, must restore the site to a condition equal to that existing prior to the Program session/class. LICENSEE shall pay all costs for the repair and replacement of CITY property that is damaged during the Program.

- 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 Program. 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. 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 Program session/classes 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 the Program.
- b. Volunteers shall be prohibited from participating in Program 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 Program session/class under this Agreement.

Section 6. 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 Program session/class 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 Program session/class.

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 Program.
- 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 7. 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 Program.
- 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 Programs on City property. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Storage. The storage of materials and equipment belonging to LICENSEE in the City facilities and Permitted Area is strictly prohibited. The LICENSEE agrees to be solely responsible for LICENSEE'S items on City property and at the Permitted Area, 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 9. Termination. This Agreement may be terminated by LICENSEE upon thirty (30) 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. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving thirty (30) 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 (10) 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 10. 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 11. 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 12. 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: Ulises Frallicciardi
Christian Skaters, Inc. d/b/a Surf Skate Science
2006 NW 48th Avenue
Coconut Creek, FL 33063

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 13. 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 14. 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 15. 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

LICENSEE

CHRISTIAN SKATERS, INC. d/b/a
SURF SKATE SCIENCE

By: _____

Signature

Print Name: Ulisses Frallicciardi

Title: founder

Date: 8-25-25

Witnesses:

Signature

Print Name: Toni Frallicciardi

Date: 8-25-25

Signature

Print Name: Eden Frallicciardi

Date: 8-25-25

EXHIBIT "A"
SCOPE OF SERVICES

Licensee shall provide the Program that includes science, technology, engineering, art, and math (STEAM) educational program for K-12 homeschoolers and micro-schoolers. The Program shall be provided from 9:15 a.m. to 1:15 p.m. on the below dates:

2025 FALL DATES

Friday, September 19th
Friday, October 3rd
Friday, October 17th
Friday, October 31st
Friday, November 14th
Friday, December 5th
Friday, December 19th

SPRING 2025 DATE

Friday, January 2nd
Friday, February 6th
Friday, February 20th
Friday, March 6th
Friday, April 24th
Friday, May 8th

Locations, times and offerings of classes can be added or changed at the discretion of the City as pre-determined with the City's Waterfront Management and as set forth in Section 4 of this Agreement.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-461

Agenda Date: 9/15/2025

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 work authorization with McKim & Creed, Inc. to provide professional engineering services related to the control system support project at the Water Treatment Plant in an amount not to exceed \$75,000.00; providing for execution and an effective date. (Funds from Account #401-300-360-3602-000-53600-503099 - Other Professional Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$75,000

Account Name: Other Professional Services

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

Background/History

The Department's SCADA Analyst position has recently been vacated. Currently, the Utilities Division and the Water Treatment Plant are in urgent need of support in handling the SCADA/PLC programming issues or any emergencies that may occur. The Department is in the process of filling the vacant position; however, outsourced support services are urgently needed.

Additionally, to run the plant more efficiently and effectively, programming changes need to be implemented to the VT SCADA software, which is the interface to run the plant processes and wells. The scope of the software changes includes:

- Program the PLCs of all the wells that have VFD with the possibility of controlling the speed and therefore the flow rate.
- Create the possibility through software to increase the flow rate in nanofiltration by calling other wells to cover the deficit in dry seasons of the year. This is only possible after having SCADA control of the speed of the pumps.
- Program all the PLCs of the RTUs (wells) to stop if they do not detect flow after a reasonable time and activate an alarm in SCADA.
- Due to the change in the manufacturer of the sulfuric acid pumps, we need to change the flow control mode. In the current ones, it is done by speed and stroke. The new ones only require a signal that represents the desired flow.

Finally, there is a need for emergency services for the SCADA/PLC when a problem arises. There has been a trend in the water treatment industry on how difficult it is to keep qualified programmers

staffed. Generally, the most qualified require a higher pay than most utilities are willing to pay. To mitigate this issue most utilities go this route of SCADA contracts to solve the qualified programmer issue and to have coverage for when those emergencies happen.

Current Activity

The Department has reached out to McKim and Creed, Inc., who is the CCNA continuing contract Consultant that has provided related services to the Water Treatment Plant in the past, to present a proposal for the required services. A work authorization has been prepared and signed by the Consultant, and authorized by the Department's Director, to be presented to the City Commission for approval.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve a contract with McKim and Creed, Inc., in an amount not to exceed \$75,000, to provide Professional Engineering Services related to the Control System Support Project.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A WORK
AUTHORIZATION WITH MCKIM & CREED, INC. TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES RELATED TO THE
CONTROL SYSTEM SUPPORT PROJECT AT THE WATER
TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$75,000.00;
PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, the Department of Environmental Services currently has a vacancy within the Utilities Division (the “Division”) of the Water Treatment Plant for a SCADA Analyst; and

WHEREAS, due to this vacancy, the Division requires support in handling the SCADA/PLC programming issues, implementation of VT SCADA software as well as overseeing any emergencies that may arise (the “Support”); and

WHEREAS, due to the magnitude of the operations at the Water Treatment Plant (the “Plant”) and the intricacies of oversight for the SCADA system, it has been determined it is necessary to retain the services of a professional engineering firm to provide control system Support on an as needed basis until the vacancy is filled (collectively the “Services”); and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional engineering services on an as needed basis, including a continuing contract with McKim & Creed, Inc. (“McKim”) dated April 12, 2021 and renewed through April 11, 2026 (the “Continuing Contract”); and

WHEREAS, the Department reviewed the qualifications and experience of the City’s continuing contractors and determined McKim is the most qualified firm for the required Services; and

WHEREAS, the Department requested a proposal from McKim for the required Services and negotiated a project scope and fee in an amount not to exceed \$75,000.00, which staff has determined to be fair and reasonable and in accordance with industry standards and shall be billed on a time and material basis; and

WHEREAS, the City desires to issue a Work Authorization to McKim under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$75,000.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with McKim, attached as Exhibit “1”, (the “Work Authorization”) in an amount not to exceed \$75,000.00 for the Services as set forth in Exhibit “A” to the Work Authorization.

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

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

Section 2. The City Commission hereby approves the Work Authorization with McKim, attached as Exhibit “1”, for the Services in an amount not to exceed \$75,000.00.

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

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND MCKIM AND
CREED, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE
CONTROL SYSTEM SUPPORT PROJECT**

This Work Authorization is entered into this ____ day of _____, 2025, by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and McKim & Creed, Inc., a Foreign Profit corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

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

WHEREAS, the Continuing Contract has been renewed by the parties for a one-year period expiring on April 11, 2026; and

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

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

SECTION 1
RECITALS

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

SECTION 2
SCOPE OF SERVICES

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

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$75,000.00 which shall be based upon the hourly rate of \$185.00 and inclusive of materials, travel expenses and project management as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the

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

SECTION 4

TERM OF WORK AUTHORIZATION

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

SECTION 5

TERMINATION OF WORK AUTHORIZATION

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

SECTION 6

CONTINUING CONTRACT

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

SECTION 7

INDEPENDENT CONSULTANT

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

SECTION 8

INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work

Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

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

9.2 General

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

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

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

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

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

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

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed

by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

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

SECTION 10

NON-APPROPRIATION OF FUNDS

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

SECTION 11

MISCELLANEOUS

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

SECTION 12

AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13
AMENDMENTS AND ASSIGNMENT

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

SECTION 14
NOTICES

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

SECTION 15
GOVERNING LAW AND VENUE

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

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

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

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

reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

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

SECTION 19 **HUMAN TRAFFICKING AFFIDAVIT**

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

SECTION 20 **FOREIGN COUNTRIES OF CONCERN AFFIDAVIT**

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

SECTION 21 **SEVERABILITY**

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

SECTION 22 **SURVIVAL**

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

SECTION 23 **JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation

of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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

CITY

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

ATTEST:

By: _____
Rodney Brimlow, City Manager

Date: _____, 2025.

Heather Montemayor, City Clerk

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

Anthony C. Soroka, City Attorney

Attest:

~~Corporate Secretary~~ Vice President

Witnesses:

Signature

Signature

CONSULTANT

By: _____
Signature

Print Name: Mike Stoup

Title: Vice President

Date: August 22, 2025.

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional engineering services on an as needed basis to address the current issues related to the Control System. Consultant shall provide the services for the following:

Task 1: Project management

- a. Billing, invoicing, coordination of tasks

Task 2: SCADA system support to include:

- a. Control system design
- b. Control system field investigation and troubleshooting
- c. Control system documentation
- d. Control system programming to include SCADA system's HMI applications, programmable logic controllers (PLCs), and radios
- e. Control system check-out and commissioning
- f. Control system additions as directed by the City
- g. Control system networking support

Task 3: SCADA and Cyber Security

- a. Audits and Assessments
- b. Network design and implementation
- c. Policy and procedure development
- d. Guidance for current regulations
- e. AWIA guidance and support
- f. Cybersecurity workshops

Task 4: Estimated Additional Expenses

- a. Travel and Materials which are included in the not to exceed amount set forth in Section 3 of this Work Authorization.

All work shall be performed on a scheduled, non-emergency, basis pursuant to Notice to Proceed(s) issued by the City. Work requests shall be directed to Dana Musumeci (561.305.6222; dmusumeci@mckimcreed.com) with an expected response within 24 hours.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-438

Agenda Date: 9/15/2025

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 artwork permit application submitted by 202 DFB, LLC, for installation of a mural on the City's pier building; 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

Per Section 14-136 of the Code of Ordinances, artwork is permitted on public property provided that the Public Art Committee recommends approval of the artwork in accordance with the criteria set forth in Section 14-138 to the City Commission and the City Commission approves the artwork permit application.

The mural proposed for the City building located at 202 NE 21st Avenue is not painted on the walls, it will be hand-cut ½ inch PVC paneling. This was a preferred method by staff to ensure that the mural withstands the elements being adjacent to the beach and can be easily removed if needed, as this is a City building.

The east side of the mural is intended to be interactive and offer an opportunity for photographs, if you stand between the Deerfield and Beach signs.

The north side covers the “back of house” of the building and doors and ventilation areas have been incorporated into the design and will not impact the operation of the building.

The Public Art Committee voted to approve the mural on August 20, 2025.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE ARTWORK
PERMIT APPLICATION SUBMITTED BY 202 DFB, LLC, FOR
INSTALLATION OF A MURAL ON THE CITY'S PIER BUILDING;
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE
DATE.**

WHEREAS, Chapter 14, Article V of the City Code of Ordinance (the "City Code") entitled "Public Art Program" establishes the guidelines and regulations for the installment of artwork on public property and private property that is visible to the public from the public right-of-way in order to enhance the appearance of the City and commemorate the City's history; and

WHEREAS, City Code Section 14-136 requires that all artwork proposed for placement on public property or public rights-of-way be submitted to the City's Public Art Program Committee (the "Committee") for review and a recommendation to the City Commission; and

WHEREAS, 202 DFB, LLC, (the "Applicant") submitted an artwork permit application (the "Application") to the Committee for consideration of the installation of a mural by South Florida artist Alex Yanes, which consists of painted versions of native sea life readily seen on the ever-popular underwater camera, and abstract takes on palm trees, surfboards, and rolling wave patterns, to be installed on the entire south side of the Pier restaurant building and wrapped under the overhang on the east side of the building generally located at 202 NE 21st Avenue, as further depicted in Exhibit "A" (the "Mural"); and

WHEREAS, the Tenant also submitted an application to the CRA for consideration of \$40,000.00 in public art grant funds to help fund the Mural installation, which the CRA Board approved on August 12, 2025; and

WHEREAS, on August 20, 2025, the Committee met to review the Application in accordance with City Code Sections 14-136 and 14-138, and the Committee determined that the Mural meets the standards in the City Code and is recommending approval of the Mural and the Application (the "Artwork"); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Artwork, as depicted on Exhibit "A", for installation on the City's Pier Building.

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

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

Section 2. The City Commission hereby approves the Application and installation of the Artwork on the Pier restaurant building, as depicted on the attached Exhibit "A".

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including negotiating and entering into an agreement with the artist on terms acceptable to the City and CRA, and approved as to form and legal sufficiency by the City Attorney, for the CRA's and City's rights to use the Artwork.

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



For Office Use Only
Application No. 02-1027 03-2025
Submittal Date: _____

Artwork Permit Application

Pursuant to Code of Ordinances Section 14-137.— *Artwork on private property.*

Please complete all sections of this attachment legibly. Incomplete applications will not be accepted.

Per Code of Ordinances Section 14-137:

"Private property owners who wish to install art on a portion of the exterior of their private property that is visible to the public from the public right-of-way shall submit an artwork permit application to the city in accordance with this section... Artwork may not be erected, hung, placed, posted, painted, displayed, constructed, installed, or maintained in the city, which is visible to the public from the public right-of-way, except as authorized by the city through the issuance of an artwork permit consistent with the requirements of this section."

Property Address: 202 NE 21st Avenue, Deerfield Beach FL

Property Owner: City of Deerfield Beach

Agent (if different from Owner): _____

Property Folio #: 484305010101 Zoning District: S/B-1

Address of Property: 202 NE 21 AVENUE DEERFIELD BEACH, 33441

Description of proposed artwork: A captivating mural to depict the vibrant spirit of Deerfield Beach

Working with a well-known artists that incorporates recycled art materials, celebrating the city's unique charm
featuring an iconic landmark and the community commitment to sustainability creating perfect backdrop

How will this artwork be displayed in a location visible to the public? Full North Side wall and underneath
observation deck west wall. (where vending machines are currently)

What is the time period that this artwork is committed to display at this location?

Start Date: May 2024 End Date: Indefinite

Agent Signature: _____

Name Printed: _____

Address: _____

Telephone: _____

Email: _____

Owner Signature: _____

Name Printed: Danielle Rasse

Address: _____

Telephone: _____

Email: _____

Pursuant to Code of Ordinances Section 14-137(d), city commission approval of the artwork and the artist's acceptance of an artwork permit shall be deemed to be a grant by the artist of authorization for the city and third parties to review and reproduce documents provided by the artist to the city, which may be subject to the public records pursuant to Florida's public records laws, as amended from time to time. Unless otherwise expressly agreed to in writing by the city, the city shall also have an irrevocable license to use, reference and promote the artwork and reproduce and distribute two-dimensional reproductions of the artwork for city-related marketing purposes.

123000157246

Division of Corporations

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H23000128416 3)))



H2300012841634BC.

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

From:

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

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

FLORIDA LIMITED LIABILITY CO.

Deerfield Beach Cafe, LLC

Certificate of Status	1
Certified Copy	0
Page Count	04
Estimated Charge	\$130.00

SECRETARY OF STATE
TALLAHASSEE, FL

2023 APR -5 AM 2:36

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

Article V. Distribution of Profits

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

Article VI. Management

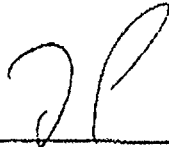
This will be a manager-managed company. The name and address of each manager is:

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

Article VII. Company Existence

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

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



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

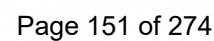
By: John Perez, Attorney-in-Fact

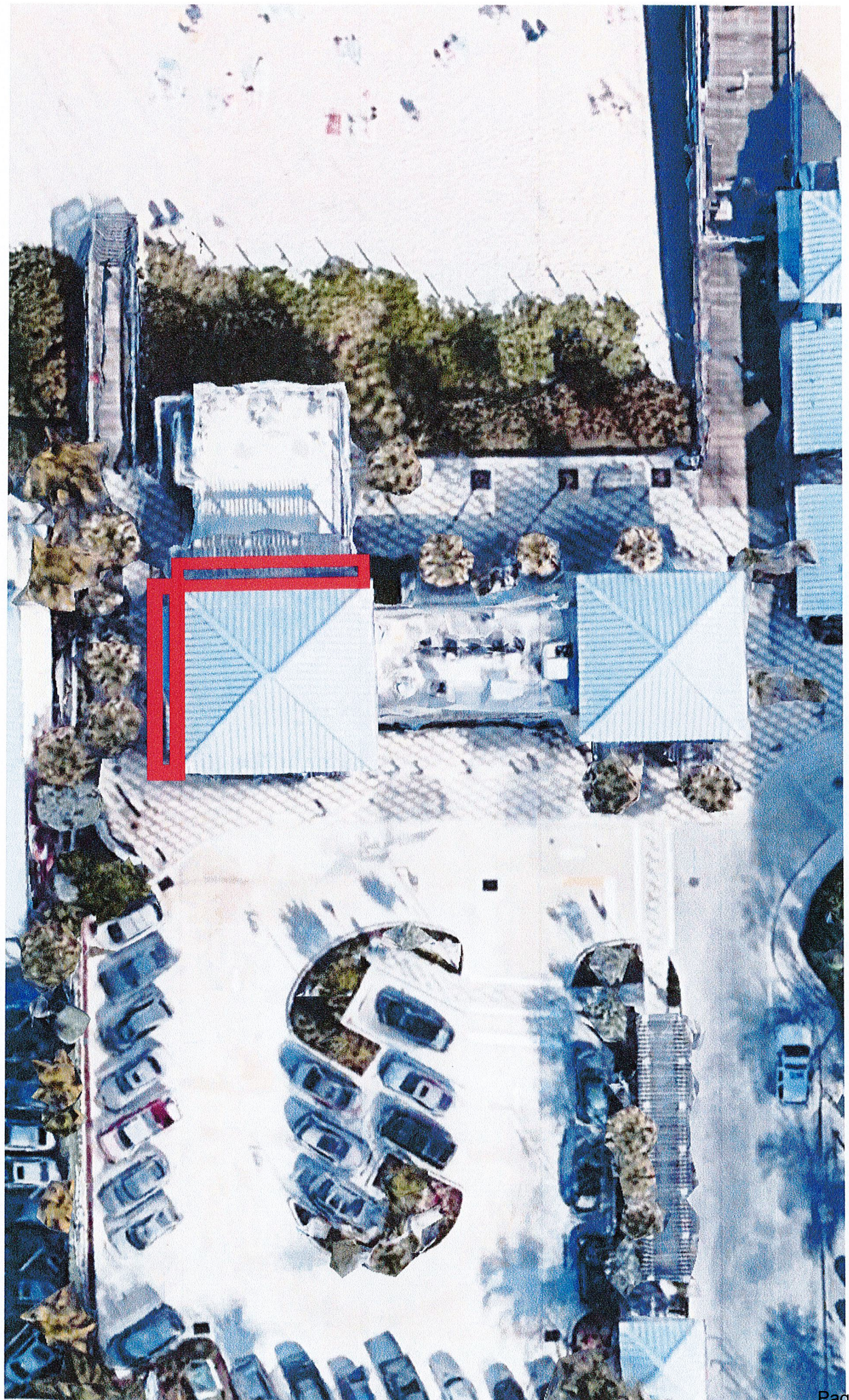
Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

THE PALM HOUSE – ARTWORK

Please see below to additional information:

- How the artwork will be adhered to the walls:
Artwork will be attached using 3inch tapcon concrete anchor screws
- The height off the ground:
The height of the ground will be determined and designed depending on City's suggested specifications
- What is the material?
1/2 in. x 48 in. x 8 ft. White PVC Paneling
PVC Material details:
Hard surface protects against dents and weather damage
Fire-retardant vinyl material protects against rot and termites
Durable vinyl material for exterior or interior use
Will not rot, crack, splinter or split
Resistant to mold and mildew
Impervious to moisture
Outstanding screw and nail holding
- Does it warp, fade, wear over time with the project being so close to the beach?
No, PVC material will last, we do not use wood for this reason. Please see the details above. We currently have two mural installations that are very close to the ocean. One is in the History Museum located at the boardwalk pier in St. Petersburg (will be 5 years this April). The same distance from the water as this project will be. It also held up with the recent hurricane that passed in that area with no problems. The other one is located one block from the water in Venice Beach, CA (will be 7 years in March). Alex coats every panel with an automotive clear coat which protects the paint from the elements and fading.
- Can individual pieces be replaced if necessary?
Yes, of course, they can be individually replaced if necessary. Alex designs all his relief murals with that in mind. If it is unfortunately vandalized or graffitied, Alex can also come and restore or repair any damage.
- Location of the Mural:
Doors and vents will not be blocked and may be painted







alexyanes.com

ALEX YANES

DEERFIELD BEACH MURAL

All works presented are copyright Yanes Studios llc 2025

ARTIST STATEMENT :

This vibrant relief mural is a celebration of Deerfield Beach's sun-soaked spirit and coastal charm. With a playful blend of whimsical forms and bold colors, the piece brings together iconic elements of the local landscape — dancing splashes of water, gliding fish, a poised pelican, and a surfer catching a wave beneath the shade of swaying palms. Radiant sun shapes tie it all together, evoking the warmth and energy that define this seaside community. Inspired by the rhythm of the ocean and the laid-back lifestyle unique to Deerfield, this mural is both a joyful tribute and an invitation to pause, smile, and feel the breeze. Each wall of the mural presents a photo opportunity for the viewer, encouraging interaction and connection with the artwork.

ARTIST PROPOSAL :

The proposed mural will be a vibrant, relief-style installation constructed from hand-cut ½-inch PVC paneling. Each component is carefully shaped using a router to create soft, rounded edges and then sanded smooth for a clean, polished finish. Once prepped, the pieces are hand-painted in bold, coastal-inspired colors and sealed with a high-performance anti-graffiti coating to ensure long-term durability against weather and wear.

The individual elements will be securely mounted to the wall using concrete screws, resulting in a dimensional, layered effect that brings depth and energy to the space. Fabrication will take place in my Miami studio, allowing for precise craftsmanship and quality control. Upon completion, the mural will be transported and professionally installed on site.

As an added interactive feature, if visitors stand in front of the existing doors located at the center of the mural wall, they become part of the artwork — offering a one-of-a-kind photo opportunity and a memorable keepsake of their time in Deerfield Beach.

SIDE WALKWAY

(Pieces are designed to fit around existing doors, light fixtures and vents.)



OCEANFRONT WALL

(Releif mural and painted column)



THANK YOU





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-449

Agenda Date: 9/15/2025

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, supporting the Broward Metropolitan Planning Organization's Amended 2050 Metropolitan Transportation Plan and the inclusion of city projects within the plan; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Two projects are proposed within the City limits and are explained below (see attachments for locations and example typical sections for the roadways and bridge):

1. SW 10TH STREET ROADWAY SAFETY IMPROVEMENTS – FROM INTERSTATE-95 TO DIXIE HIGHWAY/STATE ROAD 811 (NOTE: CORRIDOR LIMITS TERMINATE AT FARTHEST POINT OF CITY-OWNED RIGHT-OF-WAY)

- Convert three intersections into roundabouts.
- New landscaped median.
- New 12-foot wide pedestrian and bicycle multi-use path.
- Install new raised intersection at SE 2nd Avenue.
- ADA-compliant safety improvements, including high visibility crosswalks, pedestrian lighting, and curb ramps.
- Two public meetings were held (September 18, 2024 & February 27, 2025).
- City staff applied for a Safe Streets For All (SS4A) grant for 2025 fiscal year cycle funding.

2. SE 15TH AVENUE BRIDGE REPLACEMENT – FROM SE 7TH STREET TO SE 6TH STREET CROSSING THE TERN WATERWAY –

- Demolition and removal of existing bridge constructed in 1955 (NBI Structure No. 865502).
- Construct new elevated bridge with a total width of 37 feet and 8 inches.
- New ADA-compliant pedestrian sidewalk with a barrier wall on the west side.
- Two public meetings were held (June 25, 2024 & September 23, 2024).
- Design to “Option 2” was supported by 34 percent of 648 total community opinion poll responses.

These projects further the objectives of the City's Complete Streets and Vision Zero Programs.

Roadway safety improvements in the proposed scope of work for SW 10th Street were specifically identified as a priority project in the City's 2015 Complete Streets Implementation Plan and as a priority regional transportation project in the MPO's 2025 Broward Safety Action Plan for Broward

County. The SE 15th Avenue bridge project is to replace the existing tee-beam concrete bridge crossing the Tern Waterway, which transitioned from the "fair" to "poor" CAT10 bridge condition rating between 2020 and 2024.

Staff is requesting the Commission's approval of the proposed Resolution to enable the Florida Department of Transportation (FDOT) and the Broward MPO to proceed with the projects.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, SUPPORTING THE BROWARD
METROPOLITAN PLANNING ORGANIZATION'S AMENDED 2050
METROPOLITAN TRANSPORTATION PLAN AND THE INCLUSION OF
CITY PROJECTS WITHIN THE PLAN; PROVIDING AN EFFECTIVE
DATE**

WHEREAS, the Broward Metropolitan Planning Organization ("MPO") approved the Route to 2050 Metropolitan Transportation Plan ("MTP") on December 12, 2024; and

WHEREAS, there are two projects proposed within the City of Deerfield Beach (the "City"), which are more specifically described in the attached Exhibit "A", (collectively, the "Projects") and the City Projects have been identified as transportation needs and are intended to be included in the amended 2050 Metropolitan Transportation Plan; and

WHEREAS, a resolution from the City Commission stating its support for the Projects is required in order for the Projects to be included in the 2050 Metropolitan Transportation Plan; and

WHEREAS, the City commits to working with the MPO, transportation partners, and the public to prepare the Projects for programming in the Broward MPO's Transportation Improvement Program; and

WHEREAS, the City Commission finds it to be in the best interest of the City to support the MTP and the City's proposed projects to be included in the MTP.

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 supports the Projects set forth in the attached Exhibit "A", and supports the inclusion of the Projects in the 2050 MTP.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT “A”

CITY OF DEERFIELD BEACH PROJECTS

1. SW 10TH STREET ROADWAY SAFETY IMPROVEMENTS – FROM INTERSTATE-95 TO DIXIE HIGHWAY / STATE ROAD 811 (NOTE: CORRIDOR LIMITS TERMINATE AT FARTHEST POINT OF CITY-OWNED RIGHT-OF-WAY)

- Convert three (3) intersections into roundabouts.
- New landscaped median.
- New 12-foot wide pedestrian and bicycle multi-use path.
- Install new raised intersection at SE 2nd Avenue.
- ADA-compliant safety improvements, including high visibility crosswalks, pedestrian lighting, and curb ramps.
- Two public meetings were held (September 18, 2024; February 27, 2025).
- City staff applied for a Safe Streets For All (SS4A) grant for 2025 fiscal year cycle funding.

2. SE 15TH AVENUE BRIDGE REPLACEMENT – FROM SE 7TH STREET TO SE 6TH STREET CROSSING THE TERN WATERWAY

- Demolition and removal of existing bridge constructed in 1955 (NBI Structure No. 865502).
- Construct new elevated bridge with a total width of 37 feet and 8 inches.
- New ADA-compliant pedestrian sidewalk with a barrier wall on the west side.
- Two public meetings were held (June 25, 2024; September 23, 2024).
- Design to “Option 2” supported by 34 percent of 648 total community opinion poll responses.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-400

Agenda Date: 9/15/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Cale America, Inc. d/b/a Flowbird for the purchase of the WebOffice Professional Edition Software and PartSmart Parts Exchange Extended Hardware Warranty for the City's parking meters for a three-year term with two additional one-year renewal options in an annual amount not to exceed \$60,060.00; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; authorizing execution of the Agreement with Cale America, Inc.; providing for 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: \$60,060 annually

Account Name: Repairs and Maint-Equipment

Account Number: 100-400-210-4500-000-54500-503105

Secondary Account Name: Web Hosting

Secondary Account Number: 100-400-210-4500-000-54500-503412

Background/History

The City entered into an Agreement with Cale America, Inc. d/b/a Flowbird ("Cale") pursuant to RFP No. 2012-13, for City-wide Parking Revenue Collection and Enforcement System. The agreement was for a three-year term, which commenced after delivery and the City's acceptance of the system on February 20, 2015, with three additional one-year renewal options, which expired on February 19, 2021. In accordance with the Agreement, Cale provided, installed and managed the multi-space meters required for a comprehensive pay-by-plate revenue collection system as well as a license plate recognition enforcement technology system.

Pursuant to Resolution No. 2020/133, the City entered into an agreement with Cale for a Comprehensive Parking Revenue and Enforcement System for a term of three years (with the initial three year term expiring on September 30, 2023), with two additional one-year renewal options. As part of the support and services agreement, the agreement provided for Web Office Professional Edition and PartSmart Parts Exchange at an annual cost of \$46,248.00.

Current Activity

As the current agreement expires on September 30, 2025, it is necessary to enter into a new agreement with Cale for continuing services to properly maintain and operate the current 47 parking

meters city-wide as well as the 13 parking meters located within the Cove. The parking meters all utilize the Web Office Professional Edition Software, which Cale is familiar with, and the proposed agreement provides for a partsmart parts exchange extended hardware warranty.

City staff has negotiated the proposed agreement under which Cale will continue to provide ongoing services commencing October 1, 2025, and the Agreement will be for an initial term of 36 months. The Agreement provides for two additional 12 month renewal periods.

The total amount payable to Cale America, Inc. d/b/a Flowbird under this Agreement for the initial 36-month period of the Agreement, plus any subsequent Renewal Periods of twelve months, shall not exceed \$60,060.00 per twelve-month period. The new quote is a small increase (1.73%) from the existing agreement. The current costs and the new costs are set forth below:

WebOffice Professional Edition

Current annual cost: \$624.00/meter - $\$624.00 \times 47 = \$29,328.00$

New annual cost: \$636.00/meter - $\$636.00 \times 47 = \$29,892.00$

Total annual increase: \$12.00/meter - $\$12.00 \times 47 = \mathbf{\$564.00}$

PartSmart Parts Exchange Extended Hardware Warranty

Current annual cost: \$360.00/meter - $\$360.00 \times 47 = \$16,920.00$

New annual cost: \$365.00/meter - $\$365.00 \times 47 = \$17,155.00$

Total annual increase: \$5.00/meter - $\$5.00 \times 47 = \mathbf{\$235.00}$

For a total annual increase of **\$799.00 over the costs under the existing contract that expires on September 30, 2025.**

Recommendation

Section 38-116(3)(e) of the City Code provides that the City Commission may waive the City's competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City. Staff is recommending that the City approve the enclosed Agreement and waive the competitive selection requirements, as Cale not only provided, but installed the parking meters, and is intricately familiar with the Web Office Professional Editions Software and can easily provide the City with replacement parts.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CALE AMERICA, INC. D/B/A FLOWBIRD FOR THE PURCHASE OF THE WEBOFFICE PROFESSIONAL EDITION SOFTWARE AND PARTSMART PARTS EXCHANGE EXTENDED HARDWARE WARRANTY FOR THE CITY'S PARKING METERS FOR A THREE-YEAR TERM WITH TWO ADDITIONAL ONE-YEAR RENEWAL OPTIONS IN AN ANNUAL AMOUNT NOT TO EXCEED \$60,060.00; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SECTION 38-116 OF THE PROCUREMENT CODE; AUTHORIZING EXECUTION OF THE AGREEMENT WITH CALE AMERICA, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2012, the City issued Request for Proposals #2012-12/13 for a Citywide Parking Revenue Collection and Enforcement System (the "RFP"); and

WHEREAS, Cale America, Inc. d/b/a/ Flowbird ("Cale") was awarded the RFP and agreement in the amount of \$409,000, to provide, install, and manage the multi-space parking meters required for a comprehensive pay-by-plate revenue collection system, as well as the license plate recognition enforcement technology system (the "Original Agreement"); and

WHEREAS, the Original Agreement was for a three-year term, which commenced upon delivery and City's acceptance of the system on February 20, 2015, with three additional one year renewal options, and expired on February 19, 2021; and

WHEREAS, on September 14, 2020, the City Commission adopted Resolution 2020/133 waiving the City's competitive selection requirements and approving an agreement with Cale for a three year term with two one year renewal options (the "Existing Agreement"); and

WHEREAS, under the Existing Agreement, the operation of the multi-space parking meters required a software component and included a PartSmart Parts Exchange in the event the parking meter equipment malfunctions or parts become defective (the "Services"); and

WHEREAS, the Existing Agreement is set to expire on September 30, 2025, and there are no further renewal options; and

WHEREAS, the Department of Public Safety oversees the City's current 47 parking meters city-wide and, as of October 1, 2025, will be responsible for the 13 parking meters located within the Cove, which initially were initially overseen by the CRA, (collectively, the "Parking Meters"); and

WHEREAS, in order to maintain the operation and functionality of the Parking Meters, the continued use of the Services is necessary as the software is an integral part of the meters provided by Cale; and

WHEREAS, pursuant to Section 38-116(3)(e) of the City Code, the City Commission may waive the City's competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, City staff has negotiated an agreement with Cale for an initial three-year term, with two additional 12 month renewal options, (the "Agreement") for the purchase and continued use of the WebOffice Professional Edition Software and PartsSmart Parts Exchange Extended Hardware Warranty (the "Services") in an annual amount not to exceed \$60,060.00; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve an Agreement with CALE, waive the competitive selection requirements of the City Code, and authorize the City Manager to execute the Agreement, attached as Exhibit "1", for the Services in an annual amount not to exceed \$60,060.00.

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 waives the competitive selection requirements of the City Code with respect to the Services and Agreement with Cale and finds that said waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the Agreement with Cale, attached as Exhibit "1", for the Services in an annual amount not to exceed \$60,060.00.

Section 4. The City Manager is hereby authorized to execute the Agreement with Cale, attached as Exhibit "1", for the Services in an annual amount not to exceed \$60,060.00, together with such additional terms and conditions as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

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



City of Deerfield Beach

FLOWBIRD Services and
Level II Support Agreement

Revision History

01	08/29/2012	L. DEPERROIS	Initial revision
02	01/30/2013	L. DEPERROIS	Internal review - N. FEINRIDER
03	02/03/2013	L. DEPERROIS	Syntax revision
04	02/25/2014	L. DEPERROIS	Additional services
05	04/18/2014	L. DEPERROIS	Addition of FLOWBIRD APP
06	09/10/2014	L. DEPERROIS	Appendix D - FLOWBIRD APP - Minor edits from S. RENN
07	05/18/2015	P. YACKEL	Addition of City News
08	05/01/2020	P. YACKEL	Addition of Merchant of Record
09	05/21/2020	L. DEPERROIS	Clarification on RMA, holidays and business hours
10	03/26/2021	P. YACKEL	Change to FLOWBIRD and consolidation of contracts

Reference document

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1. PARTIES TO AGREEMENT / PERIOD OF PERFORMANCE

- 1.1 This Agreement, dated as of {October 1, 2025} is made by and between Cale America Inc dba Flowbird ("Flowbird") a corporation organized and existing under the laws of the State of Delaware, having an office at 13190 56th Court Suite 401 Clearwater FL 33760 USA and City of Deerfield Beach with a principal address of 150 NE 2nd Avenue, Deerfield Beach, FL .or "Customer". (Individually referred to as the "Party", collectively to as the "Parties").
- 1.2 Flowbird is to provide the services listed below to the Customer upon the terms and conditions stated herein commencing October 1, 2025, for an initial period of thirty-six (36) months (the "Initial Period"). At the end of the Initial Period, the Agreement may be renewed for two (2) additional twelve (12) month periods (the "Renewal Period") upon the same terms and conditions unless (i) one Party gives written notice of non-renewal to the other party.

2. SCOPE OF SERVICES TO BE PERFORMED BY FLOWBIRD

During the term of this Agreement, Flowbird shall provide the services described in the Quote, attached hereto and incorporated herein as Exhibit "A."

3. PAYMENT TERMS

- | |
|--|
| ☒ Monthly billing
☐ Annual billing
☒ In accordance with Local Government Prompt Payment Act |
|--|

4. GENERAL TERMS AND CONDITIONS

4.1. FLOWBIRD DELIVERY OF SERVICES UNDER AGREEMENT

- 4.1.1 Flowbird will provide Level II Remote Technical Support when Customer consistent with Level I training and diagnosis/Service materials is not able to adequately service the multi-space meters,
- 4.1.2 Flowbird will provide the Services with care and skill consistent with applicable industry standards.
- 4.1.3 Flowbird will maintain a properly staffed Level II Remote Call-in Service operation to assist Customer with the full range of diagnostics and repairs activities. Support will be available during Flowbird's regular business hours (Monday-Friday 8:00am/8:00pm EST) excluding holidays.
- 4.1.4 Flowbird will maintain a log of all Service incidents which will document the service problem, and relevant hardware/network environment as applicable and contact information. This log will be available to Customer upon reasonable request.
- 4.1.5 Flowbird will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.
- 4.1.6 Flowbird will escalate back-office support requests to Level III if, within four (4) business hours, a resolution is not implemented.
- 4.1.7 Flowbird will convene regular Service review meetings with Customer to review Service history.
- 4.1.8 Flowbird will guard and maintain the confidentiality of all, logins, passwords and personal identification provided in connection with the Services against unauthorized use of the Services.
- 4.1.9 Flowbird will be entitled to subcontract in part or whole performance of the Services to be provided under this Agreement with prior written consent of Customer, such written consent not being unreasonably withheld.

4.2. CUSTOMER PARTICIPATION

- 4.2.1 Customer is responsible for Level I Technical Service and maintenance for all machines as specified in Appendix C.
- 4.2.2 Prior to requesting Level II support services, Customer will have attempted to service the Multi-space meters, consistent with Level I training and diagnosis/Service materials and encountered issues that it cannot resolve.
- 4.2.3 Customer will submit all requests into Flowbird's Technical Support using the contact method specified in Appendix A and provide all necessary information to permit Flowbird to perform the required services. Customer will update Flowbird in writing of any changes to such information (especially any change of address) and be available to work with the Flowbird's support resource assigned to the support request.
- 4.2.4 Customer will maintain a local supply of spare parts sufficient to meet the desired repair timelines. The standard Return of Materials Authorization procedure is attached in Appendix B.

- 4.2.5 Customer will protect technical information and know-how from unnecessary disclosure, maintain the confidentiality of all logins, passwords and personal identification used in connection with the Services and generally safeguard such information to ensure that there is no unauthorized use of the Services.

4.3. ADDITIONAL WORK

The following Services are not within the scope of this Agreement. Upon request, Flowbird will provide to Customer a technical and cost proposal to provide related requested additional services ("Additional Work"). Prior to performance, Customer shall authorize in writing the scope of such Additional Work and compensation payable to Flowbird for the full performance of the Additional Work.

- 4.3.1 Evaluation or Procurement of new software or hardware.
- 4.3.2 Evaluation or approval of new software or hardware for use by the Customer in conjunction with Flowbird products or Services including Customer and third party systems.
- 4.3.3 Deployment of a new software release at the machine.
- 4.3.4 Tariff or parameters changes.
- 4.3.5 Additional training for Customer technicians with respect to basic maintenance, troubleshooting, repairs, component replacement and operations such as programming and inventory.
- 4.3.6 Providing of a qualified technician, on mutual agreed upon date and duration to perform On-Site Level II support or remedial maintenance. At least two (2) weeks advance notice is required to ensure that Level II on-site support. To insure Flowbird's proposal properly addresses Customer's needs, Flowbird requests that Customer identify at the time of the request the issues that need to be addressed during the on-site visit and have available the necessary spare parts and consumables needed to restore the Multi-space meter up to Flowbird specification.
- 4.3.7 Assistance with Flowbird back office or Multi-space meters usage when unsupported or non-standard hardware or software has resulted in unexpected behavior of otherwise reliable systems.
- 4.3.8 Adaptive maintenance: Defined as activities relating to upgrades or conversions of Flowbird back office applications, the Multi-space meters or its associated operating environment, in which the Flowbird products are functioning.
- 4.3.9 Modifications, updates or enhancements to original application required or desirable on account of changes in Customer's organization or business needs (such as a reorganization or change in the business practice) that may make the current specification obsolete..
- 4.3.10 Re-training of staff and any additional new hire training after initial training.
- 4.3.11 Removal, reinstallation or relocation of the Multi-space meters.

4.4. FEES – INVOICING AND PAYMENT OBLIGATIONS

In consideration for receiving the Services and/or Additional Work, Customer shall pay to Flowbird the fees as set forth in the Article 2 Scope of Services above or agreed to pursuant to Article 4.3 above, as follows:

- 4.4.1 Flowbird will invoice the Customer as set forth in Article 3 above and will be paid in accordance with the Local Government Prompt Payment Act, Chapter 218m Florida Statutes.
- 4.4.2 In the event that there is an increase in the number of units being provided under this Agreement, then a Service charge based on the monthly per machine charge in effect at the time of installation shall be added to Customer's invoice.
- 4.4.3 Absent prior notification to and approval of the Customer, the total amount payable to Flowbird under this Agreement for the Initial thirty-six (36) month Period of the Agreement, plus any subsequent Renewal Periods of twelve (12) months, shall not exceed \$60,060.00 per twelve-month period. This amount will be increased accordingly upon article 4.4.2. This amount is excluding any applicable taxes relating to the base Service provided under the terms of this Agreement.
- 4.4.4 To the extent that a disagreement arises in connection with the sum due and owing under the Agreement, Flowbird shall provide Customer with a revised invoice of the undisputed amount and the Customer shall pay the revised invoice within the timeframe set forth in Chapter 218, Florida Statutes.
- 4.4.5 If amounts due and owing Flowbird remain unpaid for sixty (60) calendar days from the due date, Flowbird shall be entitled to terminate the Agreement with immediate effect by serving written notice to the Customer.

4.5. TERMINATION

- 4.5.1 Termination for Non-Appropriation of Funds. This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of Customer hereunder. The failure of Customer to make an appropriation in any given year shall not be deemed a breach of this Agreement, nor give rise to any cause of action by Flowbird for legal or equitable relief. Customer shall provide Flowbird written notice sixty (60) calendar days prior to such non-appropriation termination and shall pay to Flowbird all sums due and owing under the Agreement as of the date the non-appropriation termination becomes effective.
- 4.5.2 Termination for Convenience. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement (in whole or in part) without cause sixty (60) days following delivery of a written Notice of Termination to Flowbird.
 - 4.5.2.1 Upon receipt of a Notice of Termination, and except as otherwise agreed between Flowbird and Customer, Flowbird shall immediately proceed with the following actions:
 - 4.5.2.1.1 Stop work as specified in the Notice
 - 4.5.2.1.2 Place no further orders for materials, services, or facilities, except as necessary to complete any part of the Agreement not subject to termination.

- 4.5.2.1.3 Cancel all cancelable orders and terminate all subcontracts to the extent they relate to the Work terminated
- 4.5.2.1.4 Assign to Customer, and deliver to the work site, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Agreement.
- 4.5.2.1.5 Take all reasonable measures to mitigate Customer's liability under this section.
- 4.5.2.1.6 Complete performance of non-terminated work
- 4.5.2.2 Upon termination of the Agreement without cause, Customer shall immediately pay Flowbird all amounts due and owing under the Agreement up to the date of termination for Services performed and properly invoiced, and all non-cancelable costs for material and equipment that cannot be used other than in connection with this Agreement that were incurred prior to the date of Notice of Termination.
- 4.5.3 Other Termination. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may:
 - 4.5.3.1 In the event of a material breach of this Agreement which is not remedied within thirty (30) calendar days of notification to the other Party in writing to remedy such breach which notification will set forth in reasonable detail the nature of the alleged breach;
 - 4.5.3.2 Immediately upon (i) appointment of a receiver or administrator over the other Party or its assets or if the other Party is subject to bankruptcy, liquidation or any analogous proceedings under laws of any competent jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, to perform all or a substantial part of its Work under this Agreement;
 - 4.5.3.3 Upon the occurrence of a Force Majeure event (a circumstance not within the control of the Affected Party) but only if and to the extent that such circumstance despite the exercise of reasonable diligence cannot be prevented, avoided or substantially mitigated by the Party and such circumstance materially and adversely affects that Party's ability to perform its obligations under this Agreement for an uninterrupted period of no less than three (3) months. In such event, the Affected Party shall promptly notify the Other Party of its intention to terminate the Agreement which termination shall have full force and effect three (3) business days after receipt of notice. Neither Party will be liable to the Other Party for damages.
- 4.5.4 Upon termination of the Agreement by Customer for any reason under 4.5.3, Flowbird shall be paid any amounts owed under the Agreement up to the date of termination for Services performed and properly invoiced..
- 4.5.5 Flowbird shall not by reason of the termination of this Agreement be liable to Customer or be subject to consequential, incidental, indirect or special damages or for costs associated with substituted performance.

4.6. INTELLECTUAL PROPERTY

- 4.6.1 Customer agrees that all Intellectual Property Rights, confidential know-how, tools, methods, skills, trade secrets, graphics, logos and trade names used by Flowbird in performing its obligations under this Agreement (“Intellectual Property Rights”) are, and will remain, the property of Flowbird (or the third-party who has granted Flowbird the right to use such rights) and nothing in this Agreement or Flowbird’s performance under this Agreement will be deemed to transfer to Customer any such Intellectual Property Rights of Flowbird or any third-party.
- 4.6.2 Customer acknowledges that the name “FLOWBIRD” and any other trademark, brand name, trade name and logotype associated with the Products or services of Flowbird (hereinafter referred to as “FLOWBIRD Trademarks”) whether or not registered, are and shall remain the property of the owner of the Trademarks, being Flowbird or one of its affiliates, and that Customer has no right, title or interest in FLOWBIRD Trademarks during the term of this Agreement or thereafter except as provided otherwise herein.
- 4.6.3 The Parties both agree that except as otherwise provided herein, neither Party shall utilize the intellectual property rights of the other.
- 4.6.4 Flowbird shall indemnify, hold harmless and defend or, at its option, settle any claim or action brought against Customer alleging that the use of the Services as provided under the Agreement and as used within the scope of the Services granted to Customer, infringes the Intellectual Property Rights of a third-party, provided that (i) this infringement claim is not attributable (a) to a use other than in accordance with this Agreement regardless of whether the use is in combination with any service(s) not furnished by Flowbird, or (b) to the use of a non-current release of the Software and that (ii) Customer gives reasonable notice and cooperation to Flowbird in connection with the defense of such claim, makes no admission or settlement in respect of such claim and that Flowbird directs and controls such defense. Nothing in this Agreement shall be deemed or treated as a waiver by the Customer of any immunity to which it is entitled by law, including but not limited to the Customer’s sovereign immunity as set forth in Section 768.28, Florida Statutes.
- 4.6.5 Software licensing: Flowbird will provide Customer a license to use Pay Station software and Flowbird Back Office back office. Flowbird does not provide software or licensing for software being used with Flowbird products that is not part of the Flowbird Pay Station, Flowbird Back Office back office, or other Flowbird products provided by Flowbird to Customer under this Agreement.

4.7. PROPRIETARY AND CONFIDENTIAL INFORMATION

- 4.7.1 Proprietary Information (hereafter "Proprietary Information") means object code, source code and any benchmark tests for the Services, pricing and other information Identified as proprietary, but excludes: (a) information made available to the general public without restriction by the disclosing Party or by an authorized third-party, (b) information known to the receiving Party independent of disclosures by the disclosing Party, (c) information independently developed by the receiving Party without access to or use of the disclosing Party's Proprietary Information, or (d) information related to the Agreement that the receiving Party may be required to disclose pursuant to the applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.
- 4.7.2 Confidential Information (hereafter "Confidential Information") means non-disclosable data, but shall exclude (a) information known to the receiving Party independent of disclosures by the disclosing Party, (b) information independently developed by the receiving Party without access to or use of the disclosing Party's confidential information, or (c) Information related to the Agreement that the receiving Party is required to disclose pursuant to applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process in a timely manner to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.
- 4.7.3 The Parties shall use reasonable efforts to protect each other's Proprietary and Confidential Information from disclosure. Neither Party is entitled to disclose the other Party's Confidential or Proprietary Information without prior written consent of the other Party, which may be withheld in the other Party's sole and absolute discretion. Provided the other Party's prior written consent has been obtained, the Party requesting consent may disclose in confidence the other Party's Confidential or Proprietary Information on a need-to-know basis to such Party's contractors and subcontractors as have executed a non-disclosure agreement, and the Party making that disclosure shall be responsible for that person's compliance with these restrictions on disclosure and use.
- 4.7.4 Upon termination of this Agreement, and to the extent permitted by law, including Chapter 119, Florida Statutes, the Parties shall securely dispose of all information received and shall make no further use of it.
- 4.7.5 As a municipal corporation, Customer may have an obligation to disclose public records pursuant to applicable Freedom of Information statutes. To avoid disclosure of Flowbird Proprietary Information, any documents that contain trade secrets will be clearly marked "Proprietary" prior to submission to Customer. Upon citizen request for disclosure of Proprietary Information pursuant to the applicable statutes, sufficient notice shall be provided to Flowbird to permit Flowbird to contest such disclosure.

4.8. LIABILITY AND WARRANTY

- 4.8.1 This clause sets out the liability of Flowbird in its entirety (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to Customer in respect of any claims relating to (i) Flowbird's performance of the Agreement (ii) any breach of this Agreement (iii) any use made by the Customer of the Services, or (iv) any representation, statement or act or omission (including negligence) of Flowbird arising under or in connection with this Agreement.
- 4.8.2 Notwithstanding any other provision of this Agreement to the contrary or rule of law or statute, in no event shall Flowbird be liable to Customer for (i) any special, indirect, incidental or consequential loss, costs, damages, charges or expenses; or (ii) loss of profits, business, contracts, business opportunities, income, or anticipated savings; or (iii) damage to reputation or (iv) loss or corruption of data or information; or (v) any degradation which occurs in relation to the network or associated software or hardware of the Customer as a result of the performance of the Services.
- 4.8.3 Flowbird Multi-space meters communicate through public cellular communication networks. Flowbird shall not be liable to Customer for any loss, costs, damages, charges or expenses arising from failures, defects or limitations of the cellular communication network or any product or service supplied by a third-party in connection with the cellular communication network. The cellular providers may experience capacity, interference, equipment and other problems; may make unannounced changes to their Services which impact communications; may limit, restrict or end the Services. Flowbird's sole obligation under this Agreement in connection with the cellular communication network is to treat communications problems that impact Multi-space meters performance as a priority issue and work with the cellular provider to expeditiously resolve the problem.
- 4.8.4 Flowbird and Customer acknowledge that Customer will suffer financial loss in the event there is a system-wide failure affecting at least 20% of the multi-space meters ("System-Wide Failure"). The Parties also recognize there are expenses and difficulties in proving the reasonable certainty the actual loss or damage suffered Customer in the event of a System-Wide Failure. Accordingly, in lieu of requiring any such proof, Flowbird And Customer hereby agree that, as liquidated damages for System-Wide Failure caused or within the control of Flowbird, or delay caused by or in within the control of Flowbird in resolving the System-Wide Failure, Flowbird shall pay Customer, in addition to any other damages and/or remedies to which Customer may be entitled under this Agreement, liquidated damages in the amount of Five Hundred Dollars (\$500.00) for the first day. This amount shall double each successive day (i.e. Day 1- \$500, Day 2- \$1,000, Day 3- \$2,000), until such time as the System-Wide Failure has been resolved and substantially all multi-space meters are up and operating at full capacity. Customer and Flowbird further agree that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. The maximum aggregate liquidated damages for System-Wide Failures incurred by operation of this clause in any 12-month period (measured looking back from resolution of the System-Wide Failure) shall not be greater than 50% of the service fee paid by the Customer for the service in the same 12-month period. Said damages are the exclusive remedy for System-Wide Failure.

- 4.8.5. Data is saved in accordance with current data protection and back up standards. However, complete security cannot be guaranteed. In the event of data loss or data errors, Flowbird shall not be held liable unless the data loss or data error was solely the direct result of gross negligence on the part of Flowbird.
- 4.8.6 Flowbird shall have no liability to Customer for malfunction of third-party systems.,
- 4.8.6 Flowbird's maximum aggregate total liability for damages arising out of or relating to this Agreement, exclusive of claims by third parties, shall not exceed the insurance limits required in this Agreement.
- 4.8.7 Flowbird makes no warranty express or implied that all security threats, breaches and vulnerabilities will be detected and/or avoided. Flowbird may be required to reduce or suspend Services for limited periods to enable technical or maintenance operations to be conducted or upgraded or as the result of an imminent threat of material harm. Flowbird will use best efforts to minimize inconvenience to the Customer caused by such reduction or temporary suspension of Services.

4.9. EXTENSION OF TIME FOR FORCE MAJEURE

- 4.9.1 In the event of a Force Majeure incident which does not result in termination of the Agreement per Article 4.5.3.3 above, the end date of this Agreement shall be extended by the period of time that such circumstance materially and adversely impaired or prevented a Party's ability to perform its obligations under this Agreement (the "Affected Period"). Immediately upon termination of the Affected Period, the Affected Party shall resume performance. The Party seeking to obtain a Force Majeure extension of time must immediately notify the other Party in writing of the nature, details and anticipated effect and duration of the Force Majeure incident.

4.10. GOVERNING LAW AND JURISDICTION

- 4.10.1 This Agreement made in two original counterparts in the English language shall be governed by and construed in accordance with the laws of the State of Florida .
- 4.10.2 All disputes or claims arising under or in connection with this Agreement shall, in the first instance, be subject to amicable resolution by the Parties.

4.11. CONTRACT DOCUMENTS

- 4.11.1 The contract documents which govern the dealings between the Parties are as follows, listed by order of precedence:
- Changes, modifications, amendments and extension of this Agreement
 - The Agreement including its Appendices,

4.12. NOTICES

- 4.12.1 Addresses may be changed by either Party from time to time and shall be notified to the other Party. All notices and other communication hereunder shall be deemed to have been given as of the date of delivery by hand, or five (5) working days after posting when mailed by registered or certified mail, postage prepaid, or twenty-four (24) hours after dispatch if sent by facsimile during business hours of the receiving Party. Refusal to accept delivery has the same effect as receipt.
- 4.12.2 Notices or other communications to either Party shall be made in writing and addressed to the relevant Party at its address as stated below:

Cale America Inc dba FLOWBIRD

13190 56th Court Suite 401
Clearwater, FL 33760
USA
Attention: Natalie Snow

City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL 33431
Attention: Rodney Brimlow, City Manager

4.13. GENERAL

- 4.13.1 This Agreement including appendices and changes, modifications, amendments and extension thereto represents the entire agreement between the Parties.
- 4.13.2 This Agreement supersedes and cancels all other agreements, written or oral, between the Parties relating to the Services.
- 4.13.3 The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.
- 4.13.4 The terms and conditions of this Agreement shall be binding only upon written agreement signed by the duly qualified representatives of each Party.
- 4.13.5 The Parties may amend or modify this Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to this Agreement and are executed in writing by a duly authorized representative of both Parties. Such amendment(s) or modification(s) shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.
- 4.13.6 Neither Party shall be bound by any condition, definition, guarantee or representation other than those set forth in this Agreement.
- 4.13.7 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. Flowbird shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The Customer shall not be obligated to provide workers' compensation insurance, health or accident insurance to cover Flowbird for any type of loss which might result to Flowbird or its employees, in connection with the performance of the Services set forth in this Agreement. The Customer shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Flowbird is not an employee of the Customer.
- 4.13.8 Provided the other Party's prior written consent has been obtained, each Party shall have the right to make reference to the name, trademarks and logo of the other Party (provided that such reference shall not refer to the content of this Agreement) in any marketing literature, on all websites, on any media and any commercial documents and brochures of the other Party.
- 4.13.9 The Party representatives who execute this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of Flowbird and Customer, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

4.13.10 In the event any portion of this agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

4.13.11 Scrutinized Companies.

a. Flowbird 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 Flowbird or its subcontractors are found to have submitted a false certification; or Flowbird, or its subcontractors are placed on the Scrutinized Companies that Boy Boycott Israel List or is engage in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, Flowbird certifies that it and its subconsultants 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 Flowbird, its affiliates, or its subconsultants are found to have submitted a false certification; or if Flowbird, its affiliates, or its subconsultants 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.

c. Flowbird agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then shall become inoperative.

4.13.12 Non-Coercion Affidavit For Labor or Services. In accordance with Section 787.06(13), Florida Statutes, as Flowbird is a nongovernmental entity doing business with the City, Flowbird is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Flowbird shall submit the required Affidavit, which will be provided by the City's Procurement Division.

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

4.13.14 **Public Records.** Flowbird shall comply with Chapter 119, Fla. Stat., Florida's Public Records Law. Specifically, Flowbird shall:

- a. Keep and maintain public records required by the City to perform the Services.
- b. Upon request from the Customer'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, Florida Statutes, 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 Flowbird does not transfer the records to the City.
- d. Upon completion of the transfer, or in the event of termination of this Agreement by either party, any and all records relating to this Agreement in the possession of Flowbird shall be delivered by Flowbird to the Customer, at no cost to the Customer, within seven (7) days. All records stored electronically by Flowbird shall be delivered to the Customer in a format that is compatible with the Customer's information technology systems. Once the public records have been delivered to Customer upon completion or termination of this Agreement, Flowbird shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

IF FLOWBIRD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLOWBIRD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-2813, web.clerk@deerfield-beach.com OR BY MAIL: CITY OF DEERFIELD BEACH- CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FLORIDA 33441.

14.13.15. Insurance. Flowbird shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

	<u>Per Occurrence Aggregate</u>	
General Liability	\$1,000,000	\$3,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Cyber Liability	\$2,000,000	
Workers Compensation	Statutory Amount	

This Agreement shall be executed by Customer until Flowbird has obtained all insurance under this Paragraph. Flowbird shall supply Customer with evidence of such coverage in the form of a Certificate of Insurance and endorsement upon execution of this Agreement. The City of Deerfield Beach shall be named as an additional insured. The City shall approve of such Certificates prior to the performance of any Services under this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. Flowbird's liability insurance shall be primary to any liability insurance policies that may be carried by Customer. Flowbird shall be responsible for all deductibles and self-insured retentions on their liability policies. The above insurance coverages shall in no way be construed as limiting or expanding Flowbird's liability under this Agreement. Flowbird agrees to provide at least thirty (30) days written notice of cancellation, material change, or renewal refusal to Customer by certified mail, unless policies are renewed with equal or better coverage.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Approved as to Legality and Form:

For City of Deerfield Beach Date: ____/____/____ Name: _____ as _____ Title: _____ Signature: _____ By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.	For CALE AMERICA INC dba FLOWBIRD Date: ____/____/____ Name: Lionel DEPERROIS as _____ Title: Chief Operations Officer for FLOWBIRD INC. Signature: _____ By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.
--	--

APPENDIX A

LEVEL II REMOTE TECHNICAL SUPPORT

Level II Remote Technical Support is provided via phone, email, and chat for non-urgent matters such as user account access, troubleshooting, back-office admin, between the hours of 8:00AM and 7:00PM EST Monday through Friday excluding company posted holidays.

For urgent Customer assistance requests, our on-call Level II service can be activated seven (7) days per week at all times.

Service Level	Examples	Support Hours	Initial Resp. Time
Level II	- Back-office server operation availability issue - Wireless communication outages - Card payment processing services issues - Enforcement or mobile payment issues	24 / 7w	1 hour
	- Degraded wireless communications - Intermittent card payment processing issues - Intermittent enforcement or mobile payment issues	6 AM - 10PM EST, Mon - Fri 8AM - 8PM EST, Sat - Sun & posted holidays	4 business hours
Level III	- Remote troubleshooting and tech support. - User administration - Back-office reports	8 AM - 7PM EST, Mon - Fri	1 business day

Note:

- Software change requests are not part of the Helpdesk duties. Your referent person will be your assigned project manager or the BDM in charge of your account.

The primary method of contacting the level II support is via email at:

us-support@flowbird.group

A request number will be generated and can be referred to in correspondence and discussions to the issue.

In a situation where Level I Service is exhausted and is of an urgent nature you may contact Flowbird Level II Remote Technical Support via telephone at:

- Flowbird product line **+1 (800) 732-6868 x244**
- Cale product line **+1 (877) 620 - 2253**

APPENDIX B

FLOWBIRD RETURN MATERIALS AUTHORIZATION ('RMA')

Email us at:

Us-support@flowbird.group

Phone: Please call 1-800-732-6868

Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Eastern Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization (**RMA**) is required PRIOR to the physical return of the product:

1. Flowbird will issue an RMA number and provide shipping instructions.
2. Customer will ship the defective parts back to Flowbird and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
3. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
4. Customer is responsible for freight charges on items being returned to Flowbird. Flowbird is responsible for standard ground freight charges of replacements.
5. Once Flowbird has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a Flowbird Service Contract, replacement parts will be shipped within 24 hours via two (2) business-day delivery
6. Flowbird will cross reference all parts against its warranty/contract database and determine if the part is covered. Customer will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
7. Customer is responsible for testing of parts before returning. Flowbird will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged \$175.00 dollars per unit for Preventative Maintenance charge to clean and restock.
8. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
9. Customer is responsible for all expedited shipping charges.
10. Customer should ship all return parts to Flowbird and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or more than one RMA per week will result in processing and handling delays.

APPENDIX C

LEVEL I TECHNICAL SERVICE AND MAINTENANCE

Customer is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Agreement, as follows.

Technical Services

1. Open Pay Station and remove and/or replace internal components, as necessary.
2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing Flowbird's Pay Stations have successfully completed the full training program provided by Flowbird and maintain the certification level of all staff who service the Pay Stations or operate Flowbird Back Office back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the Flowbird Back Office system.
9. Provide all information required to open a support request with Flowbird Level II Service and be available to work with the Flowbird support resource assigned to the support request.
10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
13. Maintain a supply of locally available parts sufficient to meet desired repair timelines. These parts will be supplied to Flowbird as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Flowbird upon demand.
15. Archive data and historical analysis for data older than 90 days.

Flowbird Back Office Services

1. Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the Flowbird Back Office software.
2. Require all staff using Flowbird Back Office to have successfully completed the full Flowbird Back Office training program as provided by Flowbird.
3. Design, customize and generate reports using data in Flowbird Back Office.
4. Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level I. Obtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
5. Provide all information required to open a support request for Flowbird Level II support and be available to work with Flowbird support resource assigned to the support request.

APPENDIX D

EXTENDED PARTS WARRANTY- Part Smart

Note : To enrol in this program, the appropriate option must be checked in section 2.

The Extended Parts Warranty program provides the Customer an insurance program for the most frequently used and most costly parts. Subscribing to this program provides replacement to these parts at no additional cost, for the duration of the agreement. If a special circumstance requires a part listed below to be purchased, a written explanation will be provided to the customer for approval prior to the shipment of the part.

The Customer will replace defective part(s) as part of its normal Level I diagnosis and repair process. Following the **Return Material Authorization (RMA)**, detailed in Appendix B, the Customer will ship any parts that require repairs back to Flowbird. During this process, a sales order will be generated for the replacement part(s) from this RMA.

Flowbird will replace parts with repaired or refurbished parts that are tested to ensure that they meet the performance specifications of a new part. Replacement parts warranty is ninety (90) days or to the end of the support agreement period for the unit the part is installed in whichever comes first. This warranty does not include “wear and usage items” such as paper and batteries. Labor is not covered under this hardware part replacement agreement.

Parts included in this Extended Parts Warranty are :

- Main Board
- Bank note Acceptor (on STRADA BNA model)
- Coin Selector
- Banking Card Reader
- Main Display
- Printer
- Modem
- Coin Escrow
- User Interface Button Board
- Electronic Lock
- Mechanical Lock
- Electronic interfaces

To maximize multi-space meters uptime, Flowbird recommends to the Customer to order and maintain at any time a spare parts lot. Flowbird can provide guidance to the Customer regarding a suggested number of parts to be included in this spare parts lot and will also provide a pricing proposal.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failures in the electrical supply to the multi-space meters, flooding, operator errors (e.g. but not limited to : no ticket stock, no coin box fitted, wrong time/date), lack of Level I preventative maintenance, misuse or the use of non-approved ticket stock on the Multi-space meters are not covered under this agreement. Flowbird will provide estimates of this repair cost upon receipt of a written request from the Customer. The terms “vandalism” or “vandalized” shall mean any willfull damage caused which affects the appearance or operation of the Multi-space meters or interferes with the normal use of the Multi-space meters.

Alterations made to the equipment by the Customer may result in this warranty being voided in its entirety. Flowbird makes the final determination of the extent of any warranty impact due to the modification of the equipment by the Customer.

For avoidance of doubt, obsolescence of components is not covered by this agreement.

Flowbird Responsibilities

1. Flowbird reserves the right to assess at Customer's costs all the machines at the start of this agreement to make sure that meters conditions conform to standard operational conditions. After this assessment, all meters found with troubles will have to be repaired at Customer's costs. Customer's failure to perform the required fix will result in the exclusion of the machine(s) from the scope of this agreement.
2. Return a repaired or refurbished part that is equal in quality to the part received.

Customer Responsibilities

In addition to Level I responsibilities

1. Complete all the necessary Level I diagnosis steps before determining that a part is faulty and in need of repair.
2. Follow all RMA instructions including frequency of shipping and quantity limitation per shipment.
3. Complete the recommended Multi-space meters preventative maintenance process and intervals to maximize useful life of the parts within the machines.
4. Replace any Multi-space meters when no longer capable of repair, for whatever reason. (Excluding the fault or negligence of Flowbird)
5. Remove, reinstall or relocate the Multi-space meters as needed.

APPENDIX E

PREVENTATIVE MAINTENANCE

Note : To enroll in this program, the appropriate option must be checked in section 2.

Preventative maintenance is critical for the continued maintenance of the Multi-space meters. The following checks should be carried out according to the frequency of use of the pay stations. Flowbird recommends a comprehensive preventative maintenance be completed at least every 6 months.

The preventative maintenance includes the following activities :

- Check the functionality of the **printer** and **escrow block**,
- Clean the **printer** using Flowbird recommended cleaning kits,
- Check the functionality of the **credit card reader**,
- Clean the **credit card reader** using Flowbird recommended cleaning kits,
- Check the **coin selector** operation,
- Clean the **coin selector** using Flowbird recommended cleaning kits,
- Check the operation of the **bill note acceptor** (STRADA BNA model only),
- Clean the **bill note acceptor** using Flowbird recommended cleaning kits (STRADA BNA model only),
- Test **battery** voltages,
- Lubricate **locks** and hinge mechanisms,
- Check the **housing** general conditions,
- Check the condition of all **external buttons, controls** and other **user interfaces**,
- Check the operation of the **graphic display**,
- Perform general **housekeeping** of the pay station maintenance compartment.
- Check the operation of the machine.

Exhibit A

On Going Service						
WebOffice						
Includes: All Mode Configuration						
Maintenance alarms alerts to cell phone						
Reporting (standard)						
Credit Card Gateway	60	\$ 636.00	Annually	\$ 38,160.00	\$ 38,160.00	\$ 38,160.00
Communication Fees						
24/7 Support						
PartSmart Extended Warranty program - Optional	60	\$ 365.00	Annually	\$ 21,900.00	\$ 21,900.00	\$ 21,900.00
Text Receipts	TBD	\$0.03	Per Receipt			
On Going Services Total:				\$ 60,060.00	\$ 60,060.00	\$ 60,060.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-450

Agenda Date: 9/15/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of ITB #25-035 for emergency catering services on an as needed basis to Hands On Development, LLC; authorizing execution of a contract with Hands On Development, LLC, the sole responsive and responsible bidder for a three-year term with two additional one-year renewal options; and providing an effective date. (Funds from Account #100-200-210-2100-000-52100-503536 - Emergency Management Supplies)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: as-needed basis

Account Name: Emergency Management Supplies

Account Number: 100-200-210-2100-000-52100-503536

Current Activity

The City issued an Invitation to Bid (ITB) to include, but not limited to, breakfast, lunch, dinner, beverages, and ice for approximately 250 employees and incoming emergency work crews during storm restoration on an as needed basis. Providing meals to these individuals is necessary in order for them to carry out their duties to the public effectively during and after emergencies.

One response was received for ITB 25-035 - Emergency Catering Services. Hands On Development, LLC submitted a complete, responsive proposal that met the qualification requirements outlined in the solicitation. This determination was made by staff following a thorough evaluation of responsiveness, responsibility, and pricing, including meal service provisions, logistics, and emergency response capacity.

Hands On Development, LLC is fully responsive, responsible, and technically qualified to perform the work required under ITB 25-035 - Emergency Catering Services. Their proposal for large-scale meal delivery and crisis feeding makes them a suitable choice for the City's emergency catering needs. The vendor is properly authorized to conduct business in Florida and provided all supporting documentation, including licenses, references, and public entity disclosures.

The pricing provided by Hands On Development LLC is as follows:

- Price per Meal: \$19.43
 - This includes all operational costs for breakfast, lunch, and dinner options for

approximately 250 individuals per meal period.

- Markup for unforeseen items: 5%

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #25-035 FOR EMERGENCY CATERING SERVICES ON AN AS NEEDED BASIS TO HANDS ON DEVELOPMENT, LLC; AUTHORIZING EXECUTION OF A CONTRACT WITH HANDS ON DEVELOPMENT, LLC, THE SOLE RESPONSIVE AND RESPONSIBLE BIDDER FOR A THREE-YEAR TERM WITH TWO ADDITIONAL ONE-YEAR RENEWAL OPTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid #25-034 (the “ITB”) seeking qualified vendors to provide emergency catering services as specified in the ITB (collectively, the “Services”); and

WHEREAS, the ITB was advertised in the legal notices section of Broward County’s designated public website on June 3, 2025, and the notice was sent to 299 prospective vendors via the e-Procurement Marketplace with 15 vendors viewing the ITB documents; and

WHEREAS, on July 9, 2025, at 2:00 p.m., the ITB due date and time, the Procurement and Contract Administration Division (the “Division”) opened the one bid that was timely received, and reviewed the bid to ensure it met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by Hands On Development, LLC (“Hands On”), the apparent sole bidder, discussed the response with the Department of Public Safety and concluded that Hands On met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the Services, on an as needed basis, to Hands On, the sole responsive and responsible bidder to the ITB, and authorize the execution of a contract with Hands On for a three-year term with two additional one-year renewal options (the “Contract”).

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

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

Section 2. The City Commission hereby approves the award of ITB 25-035 to Hands On to provide emergency catering services on an as needed basis.

Section 3. The City Manager is hereby authorized to execute a Contract with Hands On, based upon the terms and conditions of the ITB, together with such additional terms and conditions 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: Sean Gladieux, Director of Public Safety

FROM: Eddyson Etienne, Senior Buyer

THRU: Peggy Cadeaux, Purchasing Manager | CPO

DATE: September 2, 2025

SUBJECT: Emergency Catering Services, ITB #25-035

The Procurement and Contract Administration Division issued an Invitation to Bid for Emergency Catering Services, (ITB) Invitation to Bid #25-035. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On June 3, 2025, the ITB was advertised in the legal notices section of the Broward County Website. The notice was sent to two hundred and ninety-nine (299) prospective Offerors via the e- Procurement Marketplace.
- Fifteen (15) vendors viewed the documents of the ITB.
- On July 9, 2025 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed one (1) response, Hands on Development, LLC. The response was reviewed by the Procurement and Contract Administration Division to ensure the response met the ITB requirements.
- The City of Deerfield Beach staff has reviewed the responsive and responsible bid received and recommends award to the single vendor(s) providing the lowest, responsive and responsible price(s) of the required product and services.
- The Procurement and Contract Administration Division discussed the response with the office of Public Safety staff of which concurred that the sole bidder Hands on Development, LLC. met all the requirements of the ITB.
- Reference checks were conducted on Hands on Development, LLC. which revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing eetienne@deerfield-beach.com. You may contact the Procurement and Contract Administration Division at 954- 4250-4064 with any questions.

In summary, Hands on Development, LLC is the low, responsive and responsible bidder and meets the ITB requirements. Therefore, the recommendation is to award the ITB to Hands on Development, LLC. The Initial Contract shall be for three (3) years and shall commence on the

Effective Date. The City reserves the right to renew the Contract for two (2) additional one (1) year optional renewal terms.

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

Att. Bid Tabulation Summary, Scope of Work, Fee Proposal Tabulation and Agreement

The City of Deerfield Beach, FL Bid Summary

Bid Information

Bid Creator Eddyson Etienne Senior Buyer
Email eetienne@deerfield-beach.com
Phone 954 (250) 4039
Fax

Bid Number ITB 25-035 Addendum 1
Title Emergency Catering Services
Bid Type ITB (Commodity)
Issue Date 6/3/2025 05:56 PM (ET)
Close Date 7/9/2025 02:00:00 PM (ET)

Contact Information

Address City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

Contact Peggy Cadeaux
Department Procurement and Contract
Administration Division

Building A
Floor/Room 2nd
Telephone (954) 250-4037
Fax
Email pcadeaux@deerfield-beach.com

Ship to Information

Address

Contact
Department Public Safety Department
Building
Floor/Room
Telephone
Fax
Email

Invited Suppliers (299)

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
21 FLAVASS (Kimberly Lecoin)	Kimberly Lecoin	Hollywood, FL	Kimmie2013@yahoo.com	Auto
Accenture Infrastructure and Capital Projects, LLC		Los Angeles, CA	ANS-Marketing@accenture.com	Auto
Action Group MGMT	Gina Castillo	MIRAMAR, FL	gc@agmservices.us	Auto
Advanced Enviro Systems	Ninette Warren	Chester, PA	nwarren@adenviro.com	Auto
AE Assistance Group		Tallahassee, FL	randiv@aeassistancegroup.com	Auto
AEAK LLC	Antonio Evangelista	Loxahatchee, FL	registrations@aeak.net	Auto
AIP US, LLC	Min Wang	Millburn, NJ	mwang@aip-us.com	Auto
Ala Turk Inc.	Suleyman Secer	New York, NY	heidicherry@rocketmail.com	Auto
Alamo City Engineering Services, Inc.	Claudia Paval	San Antonio, TX	claudia.paval@aces.biz	Auto
All AMerican Warrior Vending	Kerstin Kim Krieger	Pompano Beach, FL	kim@warriorvending.com	Auto
All Stop Vending Llc (ALL STOP VENDING)	MICHAEL HELFT	PEMBROKE PARK, FL	mhelft@allstopvending.com	Auto
All-Site Construction, Inc.	Chalicia Washington	West Palm Beach, FL	chalicia@allsiteinc.net	Auto
Ambrose Industries		Middletown, DE	Auto	
American Toner & Ink Corp.	Freddy Acero	Pompano Beach, FL	chester.sokowski@ambroseindustries.net	Auto
Ansima Facility Management		HALLANDALE, FL	nelia.m@shen-us.com	Auto
Apex Companies, LLC	Stephanie Villatoro	TAMPA, FL		Auto
Area Fence Group, LLC	Ariel Garces	Pembroke Pines, FL	ARIEL@AREAFENCECO.COM	Auto
Ark Infotech LLC		Gaithersburg, MD	opps@arkinfotech.com	Auto
AshBritt, Inc.	Jackie Ryan	Deerfield Beach, FL	procurement@ashbritt.com	Auto
ASSOCIATED UNIVERSITIES, INC (ASSOCIATED UNIVERSITIES, INC.)	Dave Curren	Washington, DC		Auto
Automated Merchant Systems	Nancy Murphy	Altamonte Springs, FL	nmurphy@automatedmerchant.com	Auto
AWC Inc	Jon Hanger	Orlando, FL	jon.hanger@awc-inc.com	Auto
Back YAAD cooking and More	Novelette Beharrie	Coral Springs, FL	Novelettebeharrie@gmail.com	Auto
BC Labs LLC		Deerfield beach, FL		Auto
BciCapital, Inc.	Gene Rogero	Orlando, FL		Auto
Beachside Vendors	Chad M Stamper	Lake Worth, FL		Auto
BerryDunn		Portland, ME	rfps@berrydunn.com	Auto
Bessolo Design Group, Inc.	Linda Szymanski	St. Petersburg, FL	officemanager@bessolo.com; marketing@bessolo.com	Auto
Big Dog Construction Services, Inc.	Tom Lindner	Coconut Creek, FL		Auto
Bill Hansen Catering (Bills' Catering Inc)	Bill Hansen	Miami, FL	daniel@BillHansenCatering.com; Daniel@BillHansenCatering.com; Info@BillHansenCatering.com; Ron@BillHansenCatering.com	Auto
Blackridge Research & consulting	Venkatesh Siva	Peoria, IL	venkatesh@blackridgeresearch.com	Auto
Blue Skies Professional Services	James Wright	ORien, FL	blueskiesps@gmail.com	Auto
Blue Sky Capital Strategies LLC		new york, NY		Auto
Boucher Brothers Management Inc	Adam Cedrati	Miami Beach, FL	Pboucher@boucherbrothers.com	Auto
BreakPoint Labs LLC		Falls Church, VA		Auto
BRILLIANT MINDS STRATEGIES, INC.	TINA M. WHITE	RIVIERA BEACH, FL		Auto
Brite Nites, Inc.		Murray, UT	rfp@brittenites.com	Auto

Britt's Industries Inc	Elizabeth Britt	Annapolis, MD	contact@50yearbluecanwater.com	Auto
Britt's Industries, Inc.	Elizabeth Britt	Annapolis, MD	contact@50yearbluecanwater.com	Auto
Brown Electrical Solutions	Vincent Brown	Riviera Beach, FL	info@brownelectricalsolutions.com	Auto
Bryant Miller Olive P.A.		Tallahassee, FL	RFP@bmlaw.com	Auto
Bureau Veritas	Chandler Hotchkin	Sacramento, CA	chandler.hotchkin@bureauveritas.com	Auto
Byrhondas Innovative Solutions	Byrhonda Bostic	Deerfield Beach, FL	bosticbusinesssolutions@mail.com	Auto
Cartorio Brasileiro (KTorres Services Corp)	Karolina Torres	DEERFIELD BEACH, FL	ktorres@ktorresservices.com	Auto
Casimir Underground Construction Inc	Charles Casimir	Deerfield Beach, FL		Auto
CBP Consulting Services	Crystal Binford	Boca Raton, FL	crystalbinford@bellsouth.net	Auto
CELESTE FOOD TRUCK (Vista Impex Corp)	FRANCISCO CAAMANO	BOCA RATON, FL	celesteftruck@gmail.com	Auto
CH2M HILL (CH2M HILL Engineers, Inc.)		Fort Lauderdale, FL	didier.menard@ch2m.com	Auto
Chacon Landscaping and Design	Misael Rojas	Boca Raton, FL		Auto
Chameleon Colors (Chameleon Operations, LLC)	Janee Krekelberg	American Fork, UT		Auto
Chang Sanders (DBISP LLC)	Chang Sanders	Indianapolis, IN	chang.sanders@dbispllc.com	Auto
Chick-fil-A at Hillsboro and Powerline		Deerfield Beach, FL	Cfahillsboro@gmail.com	Auto
CitySpan Communications LLC	Ariel Rodgers	Miami, FL		Auto
Claude B Seltzer & Associates, Inc.	Claude B Seltzer	Sunrise, FL		Auto
CMC CREATIVE GROUP, LLC	camasha cevieux	pembroke pines, FL	cmccreativegroup@gmail.com	Auto
Coastal Protection Engineering LLC	Lauren Floyd	Boca Raton, FL	lfloyd@coastalprotectioneng.com	Auto
Coastal Risk (Coastal Risk Consulting LLC)	Rajiv Krishnan	Plantation, FL	rajiv.krishnan@coastalriskconsulting.com	Auto
COLE ERIC B (Secure Anchor Consulting, LLC.)	Eric Cole	Ashburn, VA		Auto
COMPUNNEL SOFTWARE GROUP, INC.	NITISHA KAINTHOLA	Plainsboro, NJ	SLEDBids@compunnel.com	Auto
Concentric Energy Advisors		Marlborough, MA		Auto
Concessions Management Corp	Thomas Zannucci	Wilton Manors, FL		Auto
ConstructConnect		Cincinnati, OH	agcquooin@isqft.com; austin@isqft.com; content@constructconnect.com; florida@isqft.com; patrick.quarry@constructconnect.com;	Auto
Cool Beans Espresso (DesiLou Enterprises, LLC)	LouErik & Desiree K. Ambert	Coconut Creek, FL	sarah.stadalsky@constructconnect.com info@coolbeansespresso.cafe	Auto
Cosmos		Dallas, TX	ggallegos@serpicogroup.com	Auto
CPH, Inc.	Nikhel Jindal	Sanford, FL		Auto
Cracker Barrel (Cracker Barrel Old County Store, INC)	Kari Benson	Lebanon, TN		Auto
Crystal Clean Pressurewashing & Restoration	Bill Bufalino	pompano beach, FL		Auto
CS EXCLUSIVE ENTERPRISE LLC	Ashlee O Neal	Boca Raton, FL	info@csexclusive.org	Auto
CSP, INC. (COMPLETE STRUCTURE PAINTING, INC)	MICHAEL MULLIGAN	PLANTATION, FL	mikejr@cspinc.net	Auto
CTS Engineering, Inc.		ft lauderdale, FL	smorell@ctseinc.com	Auto
Cummins Sales and Service (Cummins Inc.)	Kevin Gonzalez	Columbus, IN	jason.simmons@cummins.com	Auto
Cutting Edge Industries, Inc.	Tami Reilly	Pompano Beach, FL	info@cuttingedgefl.com	Auto
Cynet Health Inc.	Arpit Paul	Sterling, VA	arpitp@cynethealth.com	Auto
Cynet Systems Inc.	Arpit Paul	Sterling, VA	arpitp@cynetsystems.com	Auto
D&J Enterprises, Inc.	Jason Sanders	Auburn, AL	djstorm4@gmail.com	Auto
Decor Modern Metals Inc.	Decor Modern Metals Inc.	Pompano Beach, FL	decormodernmetals@gmail.com	Auto
Denison Parking	Jeff Lantz	Pompano Beach, FL		Auto
DevCare Solutions Ltd (DevCare Solutions)	Gayathri Prithiviraj	Westerville, OH	karthika@devcare.com	Auto
Dillon Hospitality Management, Inc.		new bedford, MA	jimd169@hotmail.com	Auto
DLZP Group		Richmond, TX	lisa@dlzpgroup.com	Auto
DMR Construction Services, Inc. (DMR Construction)	Annmarie Lonergan	Delray Beach, FL	alonergan@dmrconstruct.com	Auto
Dominion Due Diligence Group, Inc. (Dominion Environmental Group, Inc.)	Valerie C. Dunlap	Midlothian, VA		Auto
Doral Digital Reprographics	Mildrey Cotilla	5701 NW 79 AVE, FL	milly@ddrepro.com	Auto
Drummer Boy Sound Productions, Inc.	Harold Cummings	Coral Springs, FL	harold@drummerboysound.com	Auto
DSW Homes, LLC	Devon Littlefield	Friendswood, TX	devon.littlefield@dswhomes.com	Auto

E7Strategies Inc.	Soumya Devi M Veerachandran	Washington, DC	bids@e7strategies.com	Auto
EBS ENGINEERING INC Edmunds GovTech (Eichfeld)	BENJAMIN S ESSIEN Darrin Love	MIAMI GARDENS, FL Northfield, NJ	info@ebsengineering.com dlove@edmundsgovtech.com; jennifere@edmundsgovtech.com	Auto Auto
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Enticing Corporation Envirobidnet.com an Entram Corp.	Angel Chirino Cathleen Cavanagh	Pembroke Pines, FL Port Charlotte, FL	acchirino@gmail.com catcav12@outlook.com	Auto Auto
EPAC Environmental Services, Inc. EXP Energy Services Inc.	Stephanie Voris Alvine Stallworth	Pompano Beach, FL Tallahassee, FL		Auto Auto
Expert Center LLC Extreme Government Solutions	Sofya Bodzin Sarai Martin	North Miami Beach, FL Plantation, FL	alvine.stallworth@exp.com sarai_martin@hotmail.com	Auto Auto
FAAZ Consulting LLC Facillitee, Inc.	Fatima Ali Damien Condo	McLean, VA North Palm Beach, FL	rfp@faazconsulting.com dcondo@facillitee.com	Auto Auto
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Family Development Partners FATHOM/Global Water Management florida ice	Fre Ann Pittman Eddie Quinn miguel guerra	Boynton Beach, FL Austin, TX opa locka, FL		Auto Auto Auto
Florida State Restoration Services Inc Frios Gourmet Pops (So Icy Enterprises LLC)	Eugene Petilli Morris Smith	Pompano Beach, FL Weston, FL	reception@fsrestorations.com morris@friospops.com	Auto Auto
Frozen Bowl (Information Technology Consulting Group inc)	Sabine Louissaint	Deerfield Beach, FL	frozenbowlcecream@gmail.com	Auto
Gardening Angel Nursery, INC Get Wet watersports	Drew Bartoszek Troy Lowry	Parkland, FL Riveira Beach, FL	drew@gardeningangelnursery.com troy@getwetwatersports.com	Auto Auto
GL STAFFING SERVICES, INC. (General Labor Staffing Services, Inc.)	SOPHIA JOHN	Margate, FL	sjohn@glstaffing.com	Auto
Global Data Products (Allan San Diego) Global Equipment Services	Nico Javier Mark Tulloch	Sacramento, CA Brandon, FL	nico@globaldatapproducts.com	Auto Auto
Gold Coast Premier Management, LLC Gold Tree Development Group LLC	Waison Lam John K. Tanner	Miami, FL MIAMI, FL	wlam@goldcoastpremier.com GoldTreeConst@gmail.com	Auto Auto
Good Hope Recovery, LLC GotoGal Designs, LLC	Carol A Patton Michele Jury	Natchez, MS CORAL SPRINGS, FL	CPAT1102@YAHOO.COM	Auto Auto
Gray Matter Systems, LLC Gringo Trew LLC	Mandy Urey Brian Trew	Warrendale, PA Deerfield Beach, FL	operations@graymattersystems.com btrew@live.com	Auto Auto
Growth Mountain Solutions LLC (Growth Mountain Transportation Solutions LLC)	Pedro Pacheco	Palmetto Bay, FL	pedro@growthmountainsolutions.com	Auto
GUSTICOS (VD INVESTMENTS GROUP INC)	Charles Vetencourt	DEERFIELD BEACH,, FL	gusticos710@gmail.com	Auto
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Hamdarco Innovations LLC Harmony International	Christopher Hamdar Lewis Frees	Boca Raton, FL Naples, FL	chrisceo@hamdarco.com frees@harmonyinc.com	Auto Auto
High Definition Technologies (High Definition Technologies L.L.Ci)	High Definition Technologies L.L.C.	Plantation, FL	dennis.dulcer@highdeftechnologies.com	Auto
Holiday Lighting Designs, Inc HoneyBaked Ham	Holiday Lighting Designs, Inc. carol mcnight	Lake Worth, FL Alpharetta, GA		Auto Auto
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Hungry Howies Pizza & Subs (Joyful Joe Corp)	Mason Khozam	Deerfield Beach, FL	Howies226@gmail.com	Auto
I cater and more (DH2 inc) I Find u INvestigations LLC	Todd Weiss David Emanuel	Boca Raton, FL Parkalnd, FL		Auto Auto
Infor Public Sector, Inc.	CLAUDIA M SANTACOLOMA	Alpharetta, GA		Auto
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Infrastructure Power Systems (IPS Cooling & Power)	Jose Astacio	Orlando, FL	jastacio@infrastructurepower.net	Auto
Inquesta Corporation INSI Cloud Inc	Jacques Island INSI Cloud Inc	Coral Gables, FL Plainsboro, NJ	jisla@inquesta.com manik@insicloud.com	Auto Auto

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Internal Audit & Business Consulting LLC	Calvin L. anderson	Coconut Creek, FL	calvina9409@gmail.com	Auto
iPhone and iPad Warehouse	Brian Farrell	North Miami Beach, FL	brian@ppwstores.com	Auto
IQ Total Source (Purdon LLC)	Jon Purdon	St Petersburg, FL		Auto
J & E Construction	Jorge Guinovart	Miami, FL	jorge@jeconstruct.com	Auto
Jackson Professional Svs		Milwaukee, WI	sales@jacksonprofessionalservices.com	Auto
Jamaican Jerk Festival USAInc.	Sydney Roberts	Miami, FL	abboroberts696@yahoo.com	Auto
Jamoa Enterprise, LLC (Jose Amoa Jr)	Jose Amoa Jr	Tamarac, FL	jose@jamoaenterprise.net	Auto
JCA Surety Group		Orlando, FL	jb@jcasurety.com	Auto
Junkanoo Consulting, dba Tropicool Ice and Water (??-??2478)	Leigh or Brian Woeller	Pompano Beach, FL	leighwoeller@gmail.com	Auto
K12savings (Textbook Brokers Inc)	Dalton Williams	Sparta, MO	dwilliams@k12savings.com; arodriguez@k12savings.com	Auto
KANKO (Floyd's Chores & Odd Jobs)		Dallas, TX	kankobidops@gmail.com	Auto
Karmic Ice Cream	Debbie Popkin	Coral Springs, FL	deb@karmicicecream.com	Auto
Keystone Utility Services LLC	Nancy Petrikonis	Luzerne, PA	nancy@keystoneutilities.com	Auto
Kiki&Lili mobile detailing (Alfred Phillips)	Alfred D phillips	Pompano Beach, FL	alfredphillips113@gmail.com	Auto
King & George, LLC	Steven Birkbeck	Fort Worth, TX	steven.birkbeck@kinggeorge.us	Auto
KINGSTON ASSET MANAGEMENT SERVICES, INC	Christopher Johnson	Lauderhill, FL		Auto
Kivvit PR	Taylor Cavazos	Miami, FL		Auto
Kona Ice of Deerfield Beach		Pompano Beach, FL	baly@kona-ice.com	Auto
L&B Catering (Barri McMillon-Smith)	Barri McMillon-Smith	Deerfield Beach, FL	mcmillonb@aol.com	Auto
Le petit poussin		deerfield, FL	laitaouik@gmail.com	Auto
Leisure Line Inc	Ed Harris	West Palm Beach, FL	leisure_line@aol.com	Auto
Lets Work USA Inc	Raini Brar	Fort Lauderdale, FL	raini@letsworkusa.com	Auto
Linebarger Goggan Blair Sampson		Austin, TX	biddinglists@lgbs.com	Auto
LMCOVE LLC	Chris Moutos	Raleigh, NC	cmoutos@lmrest.com	Auto
LMR LLC	Lou Moshakos	Deerfield Beach, FL	dene05@aol.com	Auto
Lotus Construction of South Florida, LLC	Salvatore Reginello	Hollywood, FL		Auto
Louminel General Contractor LLC	Louis Marie R Nelson	Miramar, FL	LNELSON@LGCONTRACTOR.COM	Auto
LS Events LLC dba Via Americas	Luciano	FORT LAUDERDALE, FL	luciano@viaamericas.us	Auto
Mai Kai Restaurant (Mai Kai Inc.)	Kern Mattei	FORT LAUDERDALE, FL	kern@maikai.com	Auto
Malor Company Inc	Garly A Benoit	New York, NY		Auto
Martin Case Construction	Geno Hogan	Boca Raton, FL		Auto
Master Consulting Engineers, Inc.	Armando Castellon, Pe	Tampa, FL	MARKETING@MCENGINEERS.COM	Auto
Maxx Marketing Inc.	Curt Foreman	Caledonia, WI		Auto
MCC BUILDING INC. (Same)	Eric-Brandon M. Oce	Hollywood, FL	mccbldg@gmail.com	Auto
MD Testing (Mobile Drug Testing LLC)	Corinne Kligmann	Draper, UT	pete@mdtesting.com	Auto
MDW Group, Inc	Claudia Eguiguren	Hollywood, FL	claudia@miamidigitalworld.com	Auto
MGC Solutions (MC Beauty Haus)		Miami, FL	info@mgcsolutionsgroup.com	Auto
MGM General Contracting, Inc.	Tom McCormack	Fort Lauderdale, FL	fabian.perez@mgmgc.com; alley.mcinnis@mgmgc.com	Auto
Miami Dade College School of Justice Assessment Center		Miami, FL	cramire6@mdc.edu	Auto
mike's italian ice	Joseph Palmieri	Hollywood, FL	joepalmieri@ymail.com	Auto
Mint Prints LLC	Ronny Hantash	deerfield Beach, FL	info@mintprints.com	Auto
Miracle Software Systems, Inc	Ramesh Tota	NOVI, MI		Auto
MMB Events	Marline Monestime	Miramar, FL		Auto
MNC Ltd. (Martin Newby Consulting Ltd.)		Calgary, AB	mnc@mnc.ca	Auto
Mobile Drug Testing Experts of FL, Inc.	Janet Ludwig	Palm Beach Gardens, FL	jludwig6026@yahoo.com	Auto
Monster Cone (MC ICE CREAM, LLC)	Yuliya Papazoglou	Hollywood, FL	yuliyapapazoglou@icloud.com	Auto
Moten Tate, Inc.	Kenneth Moten	Windermere, FL	kmoten@motentate.com	Auto
MRO Direct Solutions	Ernest Thomas	Hollywood, FL		Auto
MVG Consulting LLC	Rashida Gordon	Pembroke Pines, FL	rgordon@mvgconsultingllc.com	Auto
Nagarro Inc		San Jose, CA		Auto
NAI Rauch Weaver Norfleet Kurtz & Co. (Rauch, Weaver, Norfleet, Kurtz & Co., Inc.)	Kenneth L. Kurtz	Fort Lauderdale, FL	kkurtz@rwnk.com	Auto
Neumeric Technologies Corporation (Sudheer Gaddam)		Wessterville, OH	projects@ntc-us.com	Auto

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On Target Business Services	Jackie Parker	Naperville, IL		Auto
Pageant Media		Cardiff,		Auto
Papa Sauce		Deerfield Beach, FL		Auto
Papa's Raw Bar		Lighthouse Point, FL		Auto
Paperworks Enterprise Group	Tanzania Johnson	Fort Lauderdale, FL	info@paperworksenterprise.com	Auto
Paradise Cups (KNA, LLC)	Lulu	Loxahatchee, FL	ParadiseCups@gmail.com	Auto
Paramount Engineeringgroup	Peter Karekos	Boca Raton, FL		Auto
			Paramountengineeringgroup@AOL.com	
Parcels Plus (Box-A-Million No 1 Corp)	Bruce Bernstein	Pompano Beach, FL		Auto
Park Cafe (Cove ,Bagel and Deli)	Marc Snyder	Lighthouse Point, FL	Malskibum@aol.com	Auto
Patriot Medical Solutions LLC	Carlos L Arce	Coral Springs, FL		Auto
Peace of Mind Billing LLC	Jill Oldaker	Peachtree Corners, GA		Auto
Phamatech Inc		San Dirgo, CA		Auto
Phoenix Pro Management, Inc.	Project Management	West Palm Beach, FL	cs@phoenixproinc.net	Auto
(PHOENIXPROINC.NET)				
PINK EAGLE ROOFING, LLC	CRYSTAL WILSON	WEST PALM BEACH, FL	crystal@pinkeagleroofing.com	Auto
PINKLADY MARKETING (PINKLADY APPLE CREATIONS CORP)	Karen Slosaski	Deerfield Beach, FL	thepinkladyapple@gmail.com	Auto
PKJ INTERNATIONAL LLC	Sijo Jose	Stafford, TX		Auto
PLANET HOLDING INC	RAFAEL SMITH	Pembroke Pines, FL		Auto
Power &Pumps Inc.	Yoel Romero	Jacksonville, FL	yromero@powerandpumps.com	Auto
PREMIER CONSTRUCTION (PREMIER CONSTRUCTION OF FLORIDA LLC.)	NICHOLAS MARTIN	Deerfield Beach, FL		Auto
PRM Engineering & Contracting Inc.	Sam Marsenison	Fort Lauderdale, Florida 33311, FL	admin@prmdevelopmentgroup.com	Auto
Progressive Parking Solutions, LLC	Michael Shille	Jacksonville, FL		Auto
ProSys Information Systems, Inc.	mike bouis	Norcross, GA	mike.bouis@Prosys.com	Auto
Pulitzer/Bogard & Assoc	Curtiss J Pulitzer	Sunny Isles Beach, FL, FL	cpulitzer@pulitzerbogard.com	Auto
Rebuild-it Services Group (652211)	john lull	midvale, UT		Auto
REG Architects, Inc.	Darcy Ann Henry	West Palm Beach, FL		Auto
Regosa engineering Services	Gustavo Velez	Miami, FL	info@regosabuilders.com	Auto
Roc-Off Productions, Inc	Carla Roche	Davie, FL	chulshoff@roc-off.com	Auto
Rodriguez and Quiroga	Mirtha Albeirus	Coral Gables, FL		Auto
Roses Delight Inc	Nahomie Ductant	West Park, FL	rosesdelightinc@gmail.com	Auto
Royal Media Network, Inc		Windsor Mill, MD		Auto
RRC Lawn Maintenance LLC	NADINE CHACON	Lake Worth, FL	rrclawnmaintenance@gmail.com	Auto
S4 Global Solutions LLC dba Hospitality Services Group	Alexander Biljic	Scottsdale, AZ	Klaus@s4gs.com	Auto
Safeguard Solutions (Safeguard Solutions LLC)	Gar Thompson, CEO	Deerfield Beach, FL		Auto
			gthompson@safeguardsolutionsllc.com	
Safety Products, Inc	Karen Cornelius	Lakeland, FL	kcornelius@spisafety.com	Auto
SC CONTRACTORS LLC (Sandra Chacon)	SANDRA N CHACON	Pembroke Pines, FL	chacon.sandra@gmail.com	Auto
SC CONTRACTORS LLC (Sandra Chacon)	SANDRA N CHACON	Pembroke Pines, FL	chacon.sandra@gmail.com	Auto
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Scubatyme Charters (Salt 'n Blue LLC)	Enzo Varalla	Pompano Beach, FL		Auto
Seasons catering LLC (Tronce ingram)	Tronce ingram	Daniabeach, FL	Tronce.ingram40@gmail.com	Auto
Selek Engineering	Luis Sepulveda	Pompano Beach, FL		Auto
Serco	glenn sieja	Herndon, VA	glenn.sieja@serco-na.com	Auto
SESCO Lighting	Lauren Tracey	Maitland, FL		Auto
SGM Engineering, Inc	Natalie Keister	Orlando, FL	bd@sgmengineering.com	Auto
Show Biz Productions (Show Biz Productions of Florida, LLC)	Marla Lasine	Pompano Beach, FL	showbizpro@aol.com	Auto
Siemens Financial Services, Inc.	Eric Herman	Malvern, PA		Auto
SIMPLY TINA (SIMPLY TINA, LLC)	MIKE SILVERMAN	CORAL SPRINGS, FL		Auto
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SNJ Muniservices, LLC	Sheila Jones	Orlando, FL	snjmuniservices@gmail.com	Auto
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Solid Builders Construction Company	Christopher Keltz	Pembroke Pines, FL		Auto
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SOUTHEAST PUMP SPECIALIST, INC	Jesus Garcia	AUGUSTA, GA	jesusg@sepump.net	Auto

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Sunrise Paddleboards. LLC.	Brian Galton	Fort Lauderdale, FL	bgalton@yahoo.com	Auto
Syncore Testing LLC	Maylin Huerta	Miami, FL	info@360electricalservices.com	Auto
Synergy Disaster Recovery, LLC	Tracy Doyle	Lafayette, CO	tdoyle@synergy-dr.com	Auto
Tacos wey 561	Noe villegas	Lake worth, FL	Events@tacosweyboca.com	Auto
TASICON INC.	CONNOR CLAY	TALLAHASSEE, FL		Auto
Tastebuds Design Event	Elizabeth Morales	Miami, FL	info@tastebudsdesignevent.com	Auto
Tattersall (Tattersall Supply, LLC)		POMPANO BEACH, FL		Auto
Teal Talents	Deborah Bethune	Coconut Creek, FL	iachieve@bellsouth.net	Auto
Tech Army, LLC		Hollywood, FL	aignacio@techarmy.com	Auto
The Adversity Academy Leadership Group	Michael Allison	Boca Raton, FL	mallison@theadversityacademy.com	Auto
The Avanti Company	Eric Corey	Avon Park, FL		Auto
The Chappell Group, Inc.	Tyler Chappell	Pompano Beach, FL	tyler@thechappellgroup.com	Auto
The HR Initiative		WEST PALM BEACH, FL	thehrus@gmail.com	Auto
The Lake Doctors, Inc.	Heather Fischer	Winter Springs, FL		Auto
The Millionaire Portfolio Group LLC	Shalita Hunter	Hillsboro Beach, FL		Auto
			lita@themillionaireportfoliogroup.com	
The Pop Cart (Daphne Robins)	Daphne Robins	Coral Springs, FL	thepopcart@gmail.com	Auto
The Rose Report	Rose Simola	Beeville, TX	rose@therosereport.com	Auto
The Soaring Group LLC (Soar That Score)	Talia A Sudore	Tamarac, FL	tsudore@tlgovsolutions.com	Auto
The Soomitz Group	Wendy Smith	Coral Springs, FL	wsmith@soomitz.com	Auto
The Spearhead Group, Inc.	Vikki MCCullough	Houston, TX		Auto
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Thermia Corp	Emiro E Pineda	Doral, FL	emiro@thermia.us	Auto
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TIP Strategies, Inc.	Tom Stellman	Austin, TX	rpf@tipstrategies.com	Auto
TischlerBise, Inc. (Carson Bise)	Carson Bise	Bethesda, MD	carson@tischlerbise.com	Auto
Total Employee Sourcing	William Riley	Chapin, SC		Auto
			williamriley@totalemployeesourcing.com	
Tower Contracting Corp (Tower Contracting of Miami Corp)	Timothy H Smith	Hallandale Beach, FL	t@towercc.org	Auto
Tracer Electronics LLC	Robert L. O'Harold	Lebanon, TN	roharold@tracerelectronicsllc.com	Auto
Transformational Consulting For Business	Gary Teaney	Tampa, FL	Gary.Teaney@ConsultantsTCB.com	Auto
Transport Florida LLC		LAUDERDALE LAKES, FL	transportflorida1@outlook.com	Auto
tree motion llc	arturo izquierdo	west palm beach, FL	arturo@TreeMotion.net	Auto
Triton Creative Corporation	Paulo Amaral	Deerfield Beach, FL		Auto
True Hire		Uniontown, OH	bbrown@true-hire.com	Auto
Truist Equipment Finance	Gene Rogero	Central, SC		Auto
Underwater Solutions, Inc	Scott Kelley	Mattapoisett, MA		Auto
UNITED GBC	GEDEON THOMAS	OAKLAND PARK, FL		Auto
US Foods-South Florida (US Foods Inc.)	Joe Godin	Boca Raton, FL	john.pilgrim@usfoods.com	Auto
USC - Universal Solution Co.	Miguel M Silva	Sunrise, FL	miguel@universalsolutionco.com	Auto
Vanguard Utility Service, Inc.	Beth Foutz	Owensboro, KY	sales@vusinc.com	Auto
VirtuIT Systems, Inc.	Fred Gibbons	Nanuet, NY		Auto
Vision Financial Group (Canepa)	Kevin Canepa	Pittsburgh, PA	kevin@vfgusa.com	Auto
Vivre Sans Peur, Inc	Darrren Chan	Boca Raton, FL	darren.chan@vsp-grp.com	Auto
W Mack and Associates, Inc	Dr. Wilhelmina Mack	Lauderhill, FL	drwmack@wmackassoc.net	Auto
Waste Pro Of Florida, Inc.	Tim Bowers	Pompano Beach, FL		Auto
WAVELINKS LLC		North Miami, FL		Auto
Wisecom Technologies Inc.	Mike Davis	Lanham, MD	mike@wisecomtech.com	Auto
Wonolo		San Francisco, CA		Auto
Wood Environment & Infrastructure Solutions, Inc.		Alpharetta, GA	floridamarketing@woodplc.com	Auto
yayas conch fritter batter (geniar mitchell)	geniar mitchell	coral springs, FL	caribbeanfoodwithatwist@gmail.com	Auto
ZIBBLERS USA INC		Sheridan, WY		Auto
ZILO INTERNATIONAL GROUP LLC	MILENA ZILO	Centennial, CO		Auto
			MILENA@ZILOINTERNATIONAL.COM	

External Invitations (9)

Invite Date	Email	Status
6/23/2025 02:51 PM (ET)	hello@rosaliaskitchen.com	Invitation Sent
6/23/2025 02:54 PM (ET)	hello@tablecateringco.com	Invitation Sent
6/9/2025 10:30 PM (ET)	info@alexanderevent.com	Invitation Sent
6/23/2025 02:50 PM (ET)	info@epting.com	Invitation Sent
6/9/2025 10:30 PM (ET)	info@etenfood.com	Invitation Sent
6/9/2025 10:30 PM (ET)	info@jbsonthbeach.com	Invitation Sent
6/23/2025 02:46 PM (ET)	jessica@ercccatering.com	Invitation Sent
6/9/2025 10:30 PM (ET)	sales@browardcatering.com	Invitation Sent
6/9/2025 10:30 PM (ET)	support@ezcater.com	Invitation Sent

Bid Notes

The City of Deerfield Beach is soliciting sealed responses from qualified vendors for the Emergency Catering Services for the Public Safety Department in accordance with the terms, conditions, scope of work for the above-mentioned Invitation to Bid (ITB).

The City will hold a Pre-Bid Conference.

Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through eProcurement Marketplace by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via eProcurement.

Licensing Requirements: The Vendor must possess Florida license or current certificate of competency issued by Broward County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. Refer to Qualification of Bidders for additional information.

The City of Deerfield Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Deerfield Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Bids will be accepted through a secure mailbox at eProcurement (<https://deerfield-beach.ionwave.net/HomePage.aspx>) until the Deadline for Submission as indicated in this ITB. Late Bids will not be accepted. The City will only accept electronic bids for this ITB.

Bid Activities

Bid Messages

Date	Subject	Message
06/23/25	Vendor Outreach ITB 25-035 - Emergency Catering Services	Hello, The City of Deerfield Beach Invitation to Bid (ITB) was advertised in Ionwave on June 3rd, 2025, and is scheduled to end on June 25, 2025, at 2:00 PM. ET. Your firm has been identified as one which has either downloaded the solicitation document or is designated as a suggested vendor. At your earliest convenience, please review the solicitation document and respond to this email advising if it your intent to Bid on this solicitation or not (and why). A prompt response would be greatly appreciated. View Bid: https://deerfield-beach.ionwave.net/Event/BidEvent/BidEventDetail.aspx?e=sa1ZIVrjr0SGYuVpyVb47TXJBkqGsNZZ Your solicitation response must be submitted electronically through eProcurement (IonWave) by the date and time specified in the solicitation.
07/01/25	Addendum Acknowledgement	Good afternoon: This is friendly reminder to please acknowledge the recently posted addendum online, even if you have already submitted your bid. It is important for all bidders to confirm their awareness of any updates or changes to ensure compliance with the bidding requirements. Thank you for your attention to this matter. Best regards, Procurement
07/08/25	Vendor Outreach ITB25-035 Emergency Catering Services	Hello, The City of Deerfield Beach Invitation to Bid (ITB) was advertised in Ionwave on June 3rd, 2025, and is scheduled to end on July 9, 2025, at 2:00 PM. ET. Your firm has been identified as one which has either downloaded the solicitation document or is designated as a suggested vendor. At your earliest convenience, please review the solicitation document and respond to this email advising if it your intent to Bid on this solicitation or not (and why). A prompt response would be greatly appreciated. View Bid: https://deerfield-beach.ionwave.net/Event/BidEvent/BidEventDetail.aspx?e=sa1ZIVrjr0SGYuVpyVb47TXJBkqGsNZZ Your solicitation response must be submitted electronically through eProcurement (IonWave) by the date and time specified in the solicitation.

Bidders are invited to attend the ITB closing virtually via Microsoft Teams. To join the meeting, please use the link or meeting credentials provided below:

<strong data-start="245" data-end="263">Join via link or COPY AND PASTE:

https://teams.microsoft.com/join/19%3ameeting_YWM1NjRIMWEtM2VkMy00ODZmLTliZmEtOGU2Nzk2Zjk3

Meeting ID: 210 610 231 887
Passcode: ro9UA2VV

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	25-035 Soliciation Package.pdf	25-035 Soliciation Package.pdf
Header	25-035 - Section VI - Emergency Catering Services.pdf	25-035 - Section VI - Emergency Catering Services.pdf
Header	Exhibit I - Example ITB Contract Template - 9-15-23.pdf	Exhibit I - Example ITB Contract Template - 9-15-23.pdf
Header	Attachment A - Supplier Performance Verification Form.pdf	Attachment A - Supplier Performance Verification Form.pdf
Header	Attachment B - E-Verify Compliance Verification Form.pdf	Attachment B - E-Verify Compliance Verification Form.pdf
Header	Attachment C - Background Check Affidavit.pdf	Attachment C - Background Check Affidavit.pdf
Header	Attachment D - Public-Entity-Crime-Statement.pdf	Attachment D - Public-Entity-Crime-Statement.pdf
Header	Attachment E - Non-coercion Affidavit for Human Trafficking.pdf	Attachment E - Non-coercion Affidavit for Human Trafficking.pdf
Header	Attachment F - Statement of Compliance Byrd Anti-Lobbying.pdf	Attachment F - Statement of Compliance Byrd Anti-Lobbying.pdf
Header	Attachment G - Minimum Qualf & Requirements.pdf	Attachment G - Minimum Qualf & Requirements.pdf
Header	Attachment H - BIDDER QUESTIONNAIRE.pdf	Attachment H - BIDDER QUESTIONNAIRE.pdf
Header	Attachment I - BID SIGNATURE FORM.pdf	Attachment I - BID SIGNATURE FORM.pdf

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Certified Business Entity (CBE) Certification : If claiming CBE pursuant to the City Disadvantaged Business Enterprise Program, attach a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification. For more information reference the solicitation General Terms and Conditions.
2	YES	Experience : Attach a description of Bidder's experience and background in the type of work detailed in this ITB that includes resumes of key individuals and staff who will be assigned to the work that indicates their experience and background in the type of work they will be assigned.
3	YES	Participation from Disadvantage Business Entity(s) : If applicable, attach a list each DBE(s), CBE(s) or SBE(s), proposed for work on this project. Include the type of work each will perform and the projected dollar amount and/or percentage of the work to be assigned to each.
4	YES	Proof of Insurability : Attach proof of insurability meeting the minimum insurance requirements stated in the ITB. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) or a letter from Bidder's insurer certifying that Bidder has the capacity and capability to obtain the required insurance.
5	YES	Copies of Applicable Licenses and Certifications : As is applicable, attach copies of all licenses and/or certifications that Bidder and its personnel are required by law to possess to perform work on the project as well as any other licenses or certifications relative to the work.
6	YES	Business Tax Receipt : Attach a copy of Bidder's most recent business tax receipt from the jurisdiction of Bidder's principal place of business, regardless of location.
7	YES	W-9 Form : Submit a copy of your firms W-9 Form.
8	YES	Statement - Individuals with Legal Authority to Bind : If applicable, upload the statement of individuals with legal authority to bind Bidder.
9	YES	Florida Division Of Corporations Registration : Upload a copy of Bidder's current, registration with the Florida Division of Corporations that indicates the registration is 'Active'. If a vendor is located out of state, they can register as a foreign corporation via https://dos.fl.gov/sunbiz/forms/corporations/foreigncorp . All firms must have an 'Active' registration prior to the bid submittal deadline.
10	YES	Qualifying Agent Documentation : Upload a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for Bidder for three years.
11	YES	Conflicts of Interests : If applicable, upload details regarding any potential for conflicts of interests.
12	YES	Ethics Code Disclosure : If applicable, Upload all required documentation as identified in Attachment G, Minimum Qualifications - Section 9.
13	YES	Attachment A - Supplier Performance Verification Form : Upload a completed and fully executed Attachment A
14	YES	Attachment B - E-Verify Compliance Verification Form : Upload a completed and fully executed Attachment B
15	YES	Attachment C - Background Check Affidavit : Upload a completed and fully executed Attachment C
16	YES	Attachment D - Public-Entity-Crime-Statement : Upload a completed and fully executed Attachment D
17	YES	Attachment E - Non-coercion Affidavit for Human Trafficking : Upload a completed and fully executed Attachment E
18	YES	Attachment F - Statement of Compliance Byrd Anti-Lobbying : Upload a completed and fully executed Attachment F
19	YES	Attachment G - Minimum Qualf & Requirements : Upload a completed and fully executed Attachment G
20	YES	Attachment H - BIDDER QUESTIONNAIRE : Upload a completed and fully executed Attachment H
21	YES	Attachment I - BID SIGNATURE FORM. : Upload a completed and fully executed Attachment I

Bid Attributes

#	Name	Note	Response
1	BIDDER INSTRUCTIONS	The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient. Bidder shall submit the information and/or documentation requested that meets the Attributes. Failure to do so may result in the Bid response being deemed non-responsive, non-responsive and not considered for award.	Display
2	Drug-Free Workplace Programs	Bidder is claiming it has implemented a drug-free workplace in accordance with Florida Statutes 287.087 as defined below: Bidder hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Valid Responses: Yes, No	Required

3 Contract Indemnification

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. Contractor shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.
Valid Responses: I Affirm

Required

4 Non-Collusive Affirmation

1. Bidder is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Bidder is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Bidder affirms its response is genuine and is not a collusive or sham response;
4. Bidder affirms that neither the Bidder nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirrant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. Bidder affirms the price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirrant.
Valid Responses: I Affirm

Required

5	Convicted / Suspended / Discriminatory / Complaints Vendor Lists	Required
	An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists. Valid Responses: I Affirm	
6	Local Vendor Affirmation	Required
7	Certified Business Entity Affirmation If Bidder is claiming CBE certification, Bidder must affirm at least 50% of the work to be performed is performed by a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Bidder must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. NOTE: If making this claim, Bidder shall include in the "Response Attachments" tab the CBE certification documentation for each CBE named. Reference the ITBC, Section III, General Terms and Conditions, Item 20 for more details on CBE certification. Valid Responses: [Please Select], I am a DBE with no derogatory history , I am a DBE but I have a derogatory history , I am not a Disadvantaged Business Entity	Required

8	Verification of Employment Status	Bidder affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. Bidder further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Valid Responses: I Affirm	Required
9	Individuals with legal authority to contract	Based upon Bidder's business structure, in this section include the name and title of each officer, principal, partner, member, or individual (if sole proprietor or partnership) within Bidder's organization, with the legal authority to contractually bind the business. NOTE: If Bidder's response is being submitted by anyone other than those listed, provide evidence of delegated authority on Bidder's company letterhead, signed by one of the individuals listed above and include in Bidder's Response Attachments.	Required
10	Former Business Names	Under what other former names has Bidder's organization or officer, principal, partner, member, or individual (if sole proprietor or partnership) holding at least 30% interest in Bidder's business operated?	Required
11	Use of Subcontractors	Will Bidder be using any subcontractors to complete any portions of the work? Valid Responses: [Please Select], Yes, No	Required
12	List of Subcontractors	If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. If no, enter N/A.	Required
13	Default and Non-Performance History	Has Bidder, in the past 7 years, been found in default of a contract, failed to complete any work awarded to Bidder, or otherwise been notified of issues of non-performance by a party to any contract with Bidder? If yes, provide details.	Required
14	Criminal Litigation History	Does Bidder or any of its principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?	Required

15	Litigation, Arbitration, and Claims or Liens against Bonds	As a prerequisite for qualification, the following shall apply: a) Bidder shall not be involved in current/pending or past litigation/arbitration during the last five (5) years, which, can potentially have a material negative impact on its ability to execute this project; b) Bidder shall not display an undesirable pattern of litigation with owners over construction matters; c) Bidder shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project. Provide an explanation if Bidder does not meet any of these litigation, arbitration, claims or liens requirements.	Required
16	Conflicts of Interests	Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all Bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 for your business. Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission NOTE: If Bidder confirms it has potential conflicts, Bidder must submit details regarding any potential conflicts of interests in the "Response Attachment" tab. If yes, give City officer(s), employee or attorney(s)'s names(s) and position(s). Valid Responses: Bidder has read Florida Statute 112.313, Bidder affirms that it does not have conflicts, Bidder confirms it has potential conflicts	Required
17	Attachment A – References & Vendor Performance Reference Verification Survey Form	Bidder shall submit Vendor Performance Reference Verification Survey Forms completed by five references with its Response Attachments. Valid Responses: I Affirm	Required
18	Attachment C - Background Check Affidavit	Bidder affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C), if awarded the contract. Valid Responses: I Affirm	Required
19	Addendum 1 - ITB 25-035 Emergency Catering Services	Addendum 1 issued to extend the ITB allowing bidders additional time to ask questions and submit their responses. The bid solicitation has been extended from June 25, 2025 to July 9, 2025 at 2:00 PM. (Words and Numbers Struck Through are Deleted / Words & Numbers Bold & Underlined are Added). Valid Responses: I Affirm	Required

Line Items

#	Qty	UOM	Description	Response
1	250	ea	Breakfast Menu Options:	Unit Price (Required)
			Monday	
			Tuesday	
			Wednesday	
			Thursday	
			Friday	
			Saturday	
			Sunday	
			Eggs, Potatoes, Grits, Bacon, Sausage, Dry Cereal	
			Eggs, Potatoes, Grits, Bacon, Sausage, Fruit	
			Eggs, Hash Brown, Grits, Bacon, Sausage, Fruit	
			Eggs, Hash Brown, Grits, Bacon, Sausage, Muffins	
			Eggs, Grits, Bacon, Sausage, Muffins, Waffles	
			Eggs, Potatoes, Grits, Bacon, Ham, Sausage, Fruit	
			Eggs, Potatoes, Grits, Bacon, Ham, Sausage, Dry Cereal	
			Bread, Toast	
			Bread, Toast	
			Bread, Toast	
			Biscuits & Gravy	
			Biscuits & Gravy	
			Bread, Toast, Biscuits & Gravy	
			Bread, Toast, Biscuits & Gravy	
			Reg. & Decaf Coffee, Milk, Orange, Apple, and Grapefruit Juice	
			Reg. & Decaf Coffee, Milk, Orange, Apple, and Grapefruit Juice	
			Reg. & Decaf Coffee, Milk, Orange, Apple, and Grapefruit Juice	
			Reg. & Decaf Coffee, Milk, Orange, Apple, and Grapefruit Juice	
			Reg. & Decaf Coffee, Milk, Orange, Apple, and Grapefruit Juice	
			Reg. & Decaf Coffee, Milk, Orange, Apple, and Grapefruit Juice	
			Reg. & Decaf Coffee, Milk, Orange, Apple, and Grapefruit Juice	

Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday

Large Sub Sandwich
(Italian Cold Cuts w/ Cheese)

Fried Chicken
Large Sub Sandwich (Ham, Turkey w/ Cheese, Vegetarian)
BBQ Chicken, Baked
Grilled Chicken Sandwich
BBQ Pork & Beef Sandwich
Hamburger & Hot Dog

Chips, Fruit, Cookie, Salad w/ Dressing
Vegetables, Bread Rolls, Mashed Potatoes w/ Gravy
Chips, Fruit, Cookie, Salad w/ Dressing
Baked Beans, Chips, Bread Rolls, Salad w/ Dressing
Potato Salad, Fruit, Cookie, Salad w/ Dressing
Baked Beans, Chips, Fruit, Cookie, Salad w/ Dressing
Potato Salad, Fruit, Cookie, Salad w/ Dressing

Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade

Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday

Barbecue Chicken

Roast Pork
Fried Chicken
Meatloaf
Spaghetti & Meatballs
Baked Chicken
Lasagna

Baked Potato, Two (2) Vegetables, Salad w/ Dressing
Roasted Potatoes, Two (2) Vegetables, Salad w/ Dressing
Mashed Potatoes & Gravy, Two (2) Vegetables, Salad w/ Dressing
Mashed Potatoes & Gravy, Two (2) Vegetables, Salad w/ Dressing
Garlic Bread, Two (2) Vegetables, Salad w/ Dressing
Baked Potato, Two (2) Vegetables, Salad w/ Dressing
Garlic Bread, Two (2) Vegetables, Salad w/ Dressing

Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade
Reg. & Decaf Coffee, Iced Tea, and Lemonade

SECTION VI – SCOPE OF WORK

1. The City of Deerfield Beach Florida is actively seeking multiple qualified and experienced firms for Emergency Catering Services to meet City needs during the aftermath immediately following a hurricane or other major disaster in our area (emergency event). Services shall include, but not limited to, breakfast, lunch, dinner, beverages and ice for approximately two hundred and fifty (250) employees and incoming emergency work crews during storm restoration. Providing meals to these individuals is necessary in order for them to carry out their duties to the public effectively. To ensure availability, the City may award up to five (5) bidders (primary, secondary and tertiary), at its own discretion, and in the best interest of the City.

2. Emergency Catering Services

- a. Contractor shall provide on-site food services immediately during the aftermath of the emergency event. The City's initial meal requirements will greatly depend upon the severity and duration of the emergency event. Therefore, it is not feasible to provide estimated quantities at this time. However, for the purposes of providing an estimation of the potential meals required per meal period, the City currently has approximately four-hundred and fifty (450) employees both full-time and part-time. As utilities and structures are restored and conditions return to normal, the requirement for emergency catering services is expected to decline. This Contract will be activated in the event of any emergency requiring emergency catering services; therefore, unforeseeable and sudden situations may require deviation from this process. The City expects the Contractor to be flexible, expedient, and responsive in this regard.
- b. If the City chooses to award these services, the primary vendor shall have the first opportunity to perform under the contract. City, at its own discretion, may choose to request performance by multiple contract vendors based on the size and scope of the disaster or emergency event, if the City determines that the primary vendor may not be able to meet the food catering needs of an event on its own.
- c. Emergency events or disasters include, but are not limited to: storms, hurricanes, tornadoes, flooding, wild fires, homeland security activity, major police activity, terrorist attacks, or some other major natural or man-made disaster.

3. Contractor's Responsibilities

- a. Contractor shall provide reliable food service and have food ready and on-site within twenty-four (24) hours of being notified by the Contract Administrator or designee.
- b. Contractor shall be prepared to provide food services for up to two hundred and fifty (250) individuals immediately following the emergency event for each meal time.
- c. Contractor shall provide meals as needed to the City. This can include breakfast, lunch, dessert, and dinner. Contractor shall provide provisions for special meal requirements such as kosher, vegetarian, etc. Each dinner meal shall offer a salad.
- d. Contractor, when directed, shall provide meals to coincide with the following times. These durations have been established to ensure any and all personnel who cannot eat during normal meal periods will receive a meal. Leftover food items may be left on site.

- i. Breakfast: 7:00 a.m. – 9:00 a.m.
 - ii. Lunch: 11:00 a.m. – 1:00 p.m.
 - iii. Dinner: 5:00 p.m. – 7:00 p.m.
- e. Contractor shall have adequate personnel present manning the mess area during meal times.
- f. Contractor shall provide all meals served buffet style. With the ability to keep the food hot or warm for those 2 hours.
- g. Contractor shall not serve leftovers, menu items from the previous meal period.
- h. Contractor shall provide and have available at all times water, coffee and tea, and iced tea or lemonade. There shall be no limitation of beverages to City employees for personal consumption.
 - i. Water shall be provided in individual serving bottles for field consumption.
 - ii. Coffee, creamer, tea, iced tea, lemonade, Gatorade, sugar substitutes, and sweeteners can be provided using bulk containers/dispensers. Iced tea and lemonade could be used for field consumption.
 - iii. Contractor can provide additional drink types to add greater variety.
- i. Contractor shall be responsible for all preparations, cooking, heating, cooling, setup, breakdown, transportation, supplying and provisioning associated with this service to include providing cold and/or hot storage, cooking equipment, pots, pans, serving and eating utensils, ice for drinks, ice containers, serving trays, paper goods, packaging, boxes, cups, lids, straws, condiments, plates, knives, forks, spoons, napkins etcetera to serve, provide and deliver meals.
 - i. Salt, pepper, sugar, sugar substitutes, etcetera shall be provided in individual sealed packets. Mustard, ketchup, mayonnaise, dressings jars or other large serving containers are permitted and should be kept refrigerated for spoilage protection.
 - ii. Serving trays shall be with hinged cover, disposable, and shall be heavy duty in nature and appropriate for the given meal.
 - iii. Utensils shall be heavy-duty disposable plastic in individually sealed packages.
 - iv. Cups shall be minimum of eight (8) in capacity with lids.
 - v. All non-consumables shall be recyclable, and preferably made from recycled materials.
- j. Contractor shall provide appropriate housekeeping during and after mess times to remove

accrued waste, leftovers, empty containers, and other remnants associated with the mess service. Contractor may use available City garbage dumpsters.

- k. Contractor shall provide food that is safe for consumption in adequate portion and quantity to sufficiently feed emergency responders.
- l. Contractor must provide a copy of their sample menu for review at the bid submittal date and upon request.
- m. Contractor shall become familiar with potential emergency operation centers (EOC), facilities and equipment to adequately prepare for the activation of this emergency food service contract.

i. Main EOC

- Mitigation Operations Center (MOC) - 1441 SW 11th Way, Deerfield Beach, FL 33441.

ii. Auxiliary or Alternate Locations:

- Environmental Services – 200 Goolsby Blvd., Deerfield Beach, FL 33442
- Bernard Adams Municipal Complex – 401 S.W. 4th St., Deerfield Beach, FL 33441
- City Hall – 150 NE 2nd Ave., Deerfield Beach, FL 33441

- n. Contractor shall designate a main point of contact and an alternate to interface with the City. Contractor is to provide a direct contact phone number, email address, and a secondary contact number of each individual to help ensure communications.
- o. Contractor shall maintain current licensing, certifications and permits required to provide food service and shall satisfy all regulatory requirements put upon the food service industry.
- p. Contractor must provide a copy of their company's Food Handlers Certification for performing this type of service.
 - i. Provide copies of Food Handlers Certificate(s) for all employees of contractor that are involved with food preparation
- q. All Contractor(s) must provide copies of their current health inspection records.
- r. Contractor shall be self-sufficient in supplying food services for the City including water supply and electricity (generators), and generator fuel; but may utilize on-site power outlets, water, electricity and food preparation area facilities and equipment if available, safe, and operable.
- s. Contractor shall not use portable gas or charcoal stoves within the building.
- t. Contractor may use electric stoves and/or other electric equipment to prepare food.
- u. Contractor may use sterno(s) or similar food heating canisters to maintain prepared food

temperatures.

- v. Contractor shall maintain an accurate sign-in sheet for each meal period and each meal consumed and provide copies to the City for billing purposes. Contractor shall track each meal consumed and shall be responsible for managing the distribution process to ensure each person served is being accounted for and an accurate meal count is provided to the City following each meal. Tracking shall be accomplished through a monitored paper-based signature process or by electronic means.
- w. Contractor shall provide invoices every two days. Each invoice shall clearly state the following:
 - Meal period (Breakfast, Lunch, Dinner)
 - Date of meal period
 - Invoice Number
 - Number of meals served for each meal period
 - Contract unit price for each meal
 - Purchase Order Number
 - Price of one-time delivery and set-up, and one-time breakdown shall be provided as separate line items on the bid line item.

Each invoice shall include copies of all applicable sign-in sheets.

4. City's Responsibilities

- a. City shall notify Contractor of need for emergency food service support at least twelve (12) hours in advance of the initial need. The City will provide notice earlier when possible depending on the predictability of the event.
- b. City shall notify Contractor of additional emergency food service support for subsequent twenty-four (24) hour periods with at least twelve (12) hours advanced notice.
- c. City shall provide Contractor with estimated quantities of personnel requiring meals for each twenty-four (24) meal period.
- d. City shall provide suitable mess area with tables, chairs, food placement tables, and trash receptacles.
- e. City shall designate a Contract Administrator and an alternate to interface with the Contractor.
- f. City shall be liable for all meals ordered by the Contract Administrator or designee for each twenty-four (24) period and shall reimburse the Contractor in accordance with the Schedule of Proposal Prices.

- g.** Provide a purchase order number, as soon as possible, to cover the estimated costs for services.
- h.** Provide site or location for set up and operation.
- i.** Notify the Contractor promptly of any cancellation or changes, and work with the Contractor in good faith to ensure that excess meals are unnecessarily prepared, to reduce waste, storage and unnecessary costs.

Event Number	ITB 25-035 Addendum 1	Organization	City of Deerfield Beach
Event Title	Emergency Catering Services	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed responses fr	Event Owner	Eddyson Etienne
Event Type	ITB (Commodity)	Email	eetienne@deerfield-beach.com
Issue Date	6/3/2025 05:56:05 PM (ET)	Phone	954 (250) 4039
Close Date	7/9/2025 02:00:00 PM (ET)	Fax	

1	Breakfast Menu Options:									
		Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier N	Manufactu	Manufacturer #
		Hands On Development	250	ea		\$19.43	\$4,857.50			
2	Lunch Menu Options:									
		Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier N	Manufactu	Manufacturer #
		Hands On Development	250	ea		\$19.43	\$4,857.50			
3	Dinner Menu Options:									
		Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier N	Manufactu	Manufacturer #
		Hands On Development	250	ea		\$19.43	\$4,857.50			
4	Provide Percentage Mark-Up for Unforeseen Items. Unforeseen Items to be at cost plus percentage mark up (Max 10% Mark Up).									
		Supplier	QTY	UOM	Estimated	Percentage	Extended	Supplier N	Manufactu	Manufacturer #
		Hands On Development		Percentage Mark-up		5.0%				



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-476

Agenda Date: 9/15/2025

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 separation agreement with CRA Director Kris Mory; providing for execution and an effective date. (ADDENDUM)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

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

Current Activity

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

The enclosed Resolution approves a Separation Agreement with Ms. Mory, the CRA and the City.

Recommendation

Consideration.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A SEPARATION
AGREEMENT WITH CRA DIRECTOR KRIS MORY; PROVIDING FOR
EXECUTION AND AN EFFECTIVE DATE**

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

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

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

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

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

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

WHEREAS, on August 26, 2025, the CRA Board approved the separation agreement with Ms. Mory, attached as Exhibit “A”, (the “Separation Agreement”) to address the terms and conditions of Ms. Mory’s separation from employment by the CRA and the City; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORID, 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 Separation Agreement with Ms. Mory, the CRA and the City, attached as Exhibit “A”.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

SEPARATION AGREEMENT AND GENERAL RELEASE

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

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

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

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

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

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

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

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

Section 1. Employment Resignation.

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

Section 2. Severance Payment.

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

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

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

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

Section 3. Neutral Reference.

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

Section 4. Return of Property.

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

Section 5. Non-Disparagement.

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

officials, or staff in connection with Employee's employment with the CRA or City. Should Employee breach this provision, the CRA and City shall be entitled to recover the full amount of the severance pay paid to the Employee.

Section 6. Confidentiality.

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

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

Section 7. General Release of Claims.

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

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the U.S. Code;
- The Employee Retirement Income Security Act of 1974;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990 and all amendments thereto;
- The Fair Labor Standards Act;
- The Older Workers Benefit Protection Act;
- Age Discrimination in Employment Act ("ADEA");

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

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

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

D. Employee represents that she has no charges or claims pending against the CRA or City with any federal, state, or local agency or department. Employee also represents that she does not currently have pending before any court any dispute of any kind against the CRA or City. Employee further represents and agrees that she will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against the CRA or City, and represents that she has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any

dispute released by her herein. If it is determined that Employee has any lawsuit, charge or claim of any kind pending against the CRA or City, Employee agrees to dismiss all such charges, claims, and/or lawsuits with prejudice, immediately upon execution of this Agreement.

Section 8. Non-Admission.

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

Section 9. Time for Consideration.

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

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

Section 10. Governing Law and Interpretation.

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

Section 11. Severability.

Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such

provision shall immediately become null and void, leaving the remainder of this in full force and effect.

Section 12. Entire Agreement; Amendment.

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

Section 13. Headings.

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

Section 14. Encouragement to Consult Attorney.

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

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

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

WITNESS

Employee

Kris Mory

Dated: _____

Dated: _____

WITNESS

Deerfield Beach Community
Redevelopment Agency

Dated: _____

WITNESS

Dated: _____

By: _____
Todd Drosky, Mayor

Dated: _____

City of Deerfield Beach

By: _____
Rodney Brimlow, City Manager

Dated: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-459

Agenda Date: 9/15/2025

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the rankings and funding allocations to charitable and public purpose organizations for the Fiscal Year 2026 Community Participation Grant Program in a total amount not to exceed \$225,000.00; providing for implementation and an effective date. (Funds from Account #100-500-640-5400-000-55400-508099 - Community Participation Grant)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$225,000

Account Name: Community Participation Grant

Account Number: 100-500-640-5400-000-55400-508099

Background/History

The Community Participation Grant ("CPG") program was established to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose. The grant is competitive, and funding is determined annually. The program's guidelines are outlined in Resolution 2024/064, which includes a provision designating City Staff to evaluate and rank all grant proposals and provide a funding recommendation to the City Commission for approval.

Current Activity

The FY 26 Community Participation Grant application cycle opened on June 9, 2025, and closed on June 27, 2025. Twenty nonprofit organizations submitted applications for funding consideration. The total amount of funding requested is \$431,195. The CPG program's budget for FY 26 is \$225,000.

In accordance with Resolution 2024/064, the CPG evaluation committee, comprised of City staff, completed a programmatic and budgetary review of each FY 26 proposal. The scoring criteria were based on the following: Customer Care & Engagement, Sustainable & Eco-Friendly Environment, Lifestyle Quality, and local preference. The priorities align with the City's key priorities, strategic direction, and vision.

The evaluation committee's ranking and funding recommendation are outlined in Exhibit 1 for City Commission approval.

Upon approval, a Notification of Award will be distributed to award recipients. Awardees will be required to enter into a binding agreement with the City that outlines the grant terms and conditions.

Recommendation

It is recommended that the City Commission approve the FY26 Community Participation Grant award recommendations provided by the evaluation committee.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKINGS AND FUNDING ALLOCATIONS TO CHARITABLE AND PUBLIC PURPOSE ORGANIZATIONS FOR THE FISCAL YEAR 2026 COMMUNITY PARTICIPATION GRANT PROGRAM IN A TOTAL AMOUNT NOT TO EXCEED \$225,000.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach believes that charitable and public purpose organizations contribute to the public welfare of the community and should be supported by the City financially to the extent these organizations assist the City in serving a valid public purpose; and

WHEREAS, the Community Participation Grant program (the “CPG Program”) was established to provide financial resources to charitable and public purpose organizations; and

WHEREAS, Resolution 2024/064, which outlines the CPG Program’s guidelines, provides for City staff to review and rank all grant proposals received by the deadline and make a funding allocation recommendation to the City Commission; and

WHEREAS, the application cycle for the FY 2026 CPG Program opened on June 9, 2025 and closed June 27, 2025; and

WHEREAS, the City received 20 applications from charitable and public purpose organizations for consideration (collectively, the “Organizations”), with the total amount of funding requested equaling \$431,195.00; and

WHEREAS, the CPG Program’s budget for FY 26 is \$225,000.00; and

WHEREAS, in accordance with Resolution 2024/064, the evaluation committee comprised of City staff completed a programmatic and budgetary review of each timely received application, and ranked and recommended the allocation of funding to the Organizations; and

WHEREAS, the evaluation committee recommends the City Commission approve the rankings and funding allocations to the Organizations as set forth in Table 8 in the attached Exhibit “1”, for each of the applicable Organizations programs set forth in the Summary Sheet; and

WHEREAS, the City Commission finds that the Organizations contribute to a valid public purpose and service the public interests of the citizens of the City of Deerfield Beach.

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 rankings and funding allocations to the Organizations in the Recommended “Final Committee Funding Amount” set forth in Table 8 of the attached Exhibit “1” in a total amount not to exceed \$225,000.00, subject to the Organizations executing the required Grant Agreement.

Section 3. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution, including providing the funding to the Organizations in the Recommended Final Committee Funding Amounts outlined in Table 8 of Exhibit “1”.

Section 4. 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



Community Participation Grants
Summary of Scores & Funding Recommendations
2025-2026



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Agenda Memo Face Sheet

TO: Rodney Brimlow, City Manager

FROM: Jonathan Salas, Director of Community Services

DATE: September 15, 2025

TITLE: A Resolution to Approve the FY26 Community Participation Grant Program Award Recommendations

Background/History

The Community Participation Grant (“CPG”) program was established to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose. The grant is competitive, and funding is determined annually. The program’s guidelines are outlined in Resolution 2024/064 which includes a provision designating City Staff to evaluate and rank all grant proposals and provide a funding recommendation to the City Commission for approval.

Current Activity

The FY 26 Community Participation Grant application cycle opened on June 9, 2025, and closed on June 27, 2025. Twenty (20) nonprofit organizations submitted applications for funding consideration. The total amount of funding requested is \$431,195. The program’s budget for FY 26 is \$225,000.

In accordance with Resolution 2024/064, the CPG evaluation committee comprised of City staff completed a programmatic and budgetary review of each FY 26 proposal. The scoring criteria were based on the following criteria: Customer Care & Engagement, Sustainable & Eco-Friendly Environment, Lifestyle Quality, and local preference. The priorities align with the City’s key priorities, strategic direction, and vision.

The evaluation committee’s ranking and funding recommendation are outlined on page 14 below for City Commission approval.

Upon approval, a Notification of Award will be distributed to award recipients. Awardees will be required to enter into a binding agreement with the City that outlines the grant terms and conditions.

Recommendation

It is recommended that the City Commission approve the FY 26 Community Participation Grant award recommendations provided by the evaluation committee; providing for implementation and an effective date.



Community Participation Grant Resolutions

RESOLUTION NO. 2024/064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REPEALING RESOLUTION NO. 2020/115; ADOPTING GUIDELINES FOR COMMUNITY PARTICIPATION GRANT PROGRAM FUNDING ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES TO CHARITABLE AND PUBLIC PURPOSE NON-PROFIT ORGANIZATIONS SERVING THE DEERFIELD BEACH COMMUNITY; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach believes that charitable and public purpose organizations (each is an "Organization") contribute to the public welfare of the community and should be supported by the City financially to the extent these Organizations assist the City in serving a valid public purpose; and

WHEREAS, Resolution No. 2020/115 established policies for donation of City funds to charitable and public purpose organizations; and

WHEREAS, the Department of Community Services oversees the Community Participation Grant Program utilizing the existing guidelines pursuant to Resolution No. 2020/115; and

WHEREAS, City Departments other than the Department of Community Services, such as the Departments of Park and Recreation, Economic Development and Public Safety, (collectively, the "Other Departments") also provide funding to eligible Organizations pursuant to Resolution No. 2020/115; and

WHEREAS, in reviewing the current policy and each of the Other Departments' oversight and implementation for awarding funding to eligible organizations, it was determined that the Community Participation Grant Program should be implemented separately adhering to guidelines specific to the Community Participation Grant Program (the "Program"); and

WHEREAS, the Guidelines for Program Funding, attached as Exhibit "A", (the "Funding Guidelines") align with the City's key priorities as outlined in the City's Strategic Plan, including incorporation of the City's core values to ensure the grant management process is transparent and promotes greater accountability to the public; and

WHEREAS, the Funding Guidelines provide for the establishment of a fixed annual grant budget for the Program in the amount of \$150,000.00 to be allocated to eligible Organizations adhering to the Funding Guidelines, with a minimum grant award threshold of \$2,500.00 and a maximum grant award threshold of \$25,000.00; and

Resolution 2024/064

WHEREAS, the award of the Community Participation Grants will be based on a committee recommendation to the City Manager and City Commission for review, approval and execution of the applicable Grant Agreement with the eligible Organization; and

WHEREAS, City staff recommends repealing Resolution No. 2020/115, and adopting the Funding Guidelines, 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. Resolution No. 2020/115 is hereby repealed in its entirety.

Section 3. The City Commission hereby adopts the Community Participation Grant Program Funding Guidelines, attached as Exhibit "A", applicable to the Department of Community Services' administration of the Community Participation Grant Program.

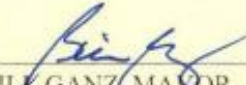
Section 4. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED THIS 7TH DAY OF MAY, 2024.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2025/123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE GUIDELINES RELATING TO THE REPORTING REQUIREMENTS FOR COMMUNITY PARTICIPATION GRANT PROGRAM FUNDING ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES TO CHARITABLE AND PUBLIC PURPOSES NON-PROFIT ORGANIZATIONS SERVING THE DEERFIELD BEACH COMMUNITY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on May 7, 2024, pursuant to Resolution 2024/064, the City Commission adopted updated guidelines (the "Guidelines") for the Community Participation Grant Program (the "Program") Funding administered by the Department of Community Services to charitable and public purpose non-profit organizations serving the Deerfield Beach Community; and

WHEREAS, the current Guidelines require grant recipients to submit monthly reports detailing programmatic outcomes and expenditure summaries; and

WHEREAS, City staff has determined that the reporting requirements should be changed from a monthly reporting structure to a quarterly reporting structure to streamline administrative processes and reduce the administrative burden on non-profit partners while continuing to ensure effective program oversight and evaluation; and

WHEREAS, City staff recommends amending the Guidelines, as shown in the attached Exhibit "A," to update the reporting requirements commencing in Fiscal Year 2026.

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

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

Section 2. The City Commission hereby amends the Guidelines to the Program administered by the Department of Community Services to provide for quarterly reporting, as shown in the attached Exhibit "A", effective commencing in Fiscal Year 2026.

Section 3. The appropriate City officials are authorized to take all actions necessary to carry out the aims of this Resolution and to implement the amended guidelines.

Section 4. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS 8TH DAY OF JULY, 2025.

CITY OF DEERFIELD BEACH



TODD DROSKY, MAYOR

ATTEST:



HEATHER MONTEMAYOR, CITY CLERK



Exhibit A

EXHIBIT A

GRANT CONDITION/CITY POLICY

The following condition shall be made a part of any grant of City funds to a charitable or public purpose organization (the "Organization"):

MANDATORY CONDITIONS

- The Organization shall provide a copy of its tax returns for the three most recent tax years (if the entity has existed for said period) and agree to provide a tax return for the year in which the funds are received; or
- At the City Commission's option upon approval by a 4/5 vote, an audited financial statement (for the most recent fiscal year) with audit opinion from an independent CPA or, for organizations without audited financial statements, an unaudited statement with certified statement under oath from the President and Treasurer. The statement must show the financial condition of the Organization as indicated in the financial records of the Organization. The Organization shall agree to provide a similar statement for the fiscal year during which the grant is received.
- In a written application, the Organization shall specifically state the purpose for which the funds are to be used and agree to provide documentation acceptable to the City demonstrating that the funds received are in fact used for that purpose. The application shall contain a justification of the public purpose served by the grant.
- Prior to receipt of funds the Organization shall execute a binding commitment incorporating these grant conditions, which shall include reasonable access to documentation to assure that the funds were used for their intended purpose.
- Within 30 days of the expiration of the grant agreement, the Organization must submit an Exit Report, in a form approved by the City. Failure to submit an Exit Report may result in disqualification from future grant cycles.

OPTIONAL CONDITIONS

- In the City's discretion, the City may require additional documentation to include receipts, cancelled checks, checking account statements, or other documentation which the City believes are necessary to assure that the funds are used for their intended purpose.
- The City may also require that the Organization place the grant funds in a separate account, or otherwise segregate said funds, and provide proof that the funds, as set aside, are used for the purposes set forth in the grant.

- In cases where a grant is a generalized subsidy for the operations of a particular Organization, the Organization may be required to provide a statement for the year during which the grant funds were received, delineating the total amount of funds received as income or other revenue by the Organization and the total amount of funds expended by the Organization. In such case, the Organization shall also provide a statement of the total amount of monies expended during that year and a summary, by category, of the total amount expended on capital expenditures, salaries and programs of the Organization for that year. The statement shall be under oath by the President or Treasurer.
- In cases where the grant is in excess of \$20,000 (in the aggregate in any one fiscal year) the City may request the right to conduct an audit of revenues and expenditures and the Organization shall provide all documents necessary to conduct such audit.

These conditions may be waived or modified by the City Commission by a 4/5 vote.



Community Participation Grant Committee Scoring Criteria

Priority	Current Description	Clarified Example Programs
Customer Care & Engagement	Positive interactions and relationship-building drive a sense of community, encouraging active civic participation and collaboration. This, in turn, contributes to a thriving and equitable municipality. By addressing these issues, we empower residents, foster collaboration, and create a community where everyone feels invested in its success. Examples include providing attainable housing programs, tackling food insecurity, and ensuring quality education.	Attainable Housing Access & Support: Rent/mortgage assistance, housing navigation services, or homebuyer education workshops. Food Security Initiatives: Mobile food pantries, nutrition education, or culturally responsive meal programs. Educational Enrichment: After-school tutoring, college readiness support, or adult literacy programs. Civic Participation: Leadership development, neighborhood ambassador programs, or civic engagement opportunities.
Sustainable & Eco-Friendly Environment	Investing in a sustainable future through environmental conservation, renewable energy, waste reduction, and green infrastructure strengthens our ecological health for generations to come. This proactive approach combats climate change, fosters economic growth through green jobs and innovation, and builds a positive public image for our community. Examples include empowering residents through community waste reduction programs and organizing local clean-up initiatives.	Community Waste Reduction: Composting, zero-waste training, or multi-family recycling education. Green Infrastructure & Resiliency: Tree planting, rain garden installations, water conservation. Environmental Education & Engagement: Eco clubs, sustainability workshops, or urban gardening. Clean-Up Campaigns: Regular beach or park clean-ups.
Lifestyle Quality	By investing in a vibrant community, we can significantly enhance the well-being and satisfaction of our residents. This includes access to essential amenities, recreational opportunities, healthcare, and a rich tapestry of arts and cultural experiences. Examples of these investments include programs that promote healthy leisure activities and initiatives that empower residents with public safety awareness.	Healthy Leisure Activities: Fitness classes, dance or walking programs, or adaptive recreation/leisure activities. Public Safety Awareness: CPR/First Aid, emergency preparedness, or safety workshops. Healthcare Access: Mobile health screenings, mental health awareness events. Arts & Culture: Youth arts, public art, festivals, or artist-in-residence programs.



Eligible Organizations:

- Eligible applicants include 501(c)(3) public charities in good standing with the IRS. (Nonprofit organizations must be recognized by the IRS to receive funds.)
- Be in full compliance with grant agreement requirements of any previous grants provided through The City of Deerfield Beach.
- Required Supporting Documentation.

Ineligible Organizations:

- For-profit organization
- Faith-Based organization or religious programs whose principle purpose is promulgating a particular religious faith, creed, or doctrine
- Organizations or programs designed to influence legislation or else candidates to public office

Disqualified Groups:

Currently, there are no disqualified groups, but Deerfield Beach Historical Society and Kiwanis Club of Deerfield are receiving in-kind donations.

Location:

The proposed project must serve Deerfield Beach residents. While we will give preference to local applicants, organizations do not have to be based in Deerfield Beach. Number of Applications: Each applicant may submit only one application during each.

Disallowed Costs:

Disallowed costs include, but are not limited to the following:

- Personal digital assistants (PDAs), cell phones, smartphones, and similar devices Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
- Entertainment (i.e. disc jockey, band, performers for social events)
- Out-of-state travel; non-local travel expenses
- Gift cards
- Purchase/lease facilities and/or vehicles (e.g., buildings, buses, vans)
- Land acquisition
- Furniture
- Honorariums for presenters/speakers
- Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- Banquets/luncheons
- Costs for items/services already covered by indirect costs allocation (supplanting)
- Purchase or cleaning of clothing and uniforms
- Rentals



Award Budget:

The total budget for the Community Participation Grant program is \$225,000 subject to Commission approval.

Award Threshold:

Minimum Award Amount \$2,500

Maximum Award Amount \$25,000



Evaluation Form

The Community Participation Grant committee is comprised of City staff designated to review, evaluate and rank all grant applications.

The committee shall evaluate each applicant proposal based upon how well the proposal meets the purpose of the grant program. See the scoring rubric in the table below. Maximum possible points: 100 points.

Funding is based on the program's budget and applicant ranking. The committee shall rank each application based on the total points assessed in accordance with the scoring rubric, determine the number of applicants to receive funding and provide a recommended funding amount to City Commission for a decision. Approval of the rankings and funding allocations are at City Commission discretion.

Criteria	Things to Consider	Point Value
Relationship to Strategic Plan	Organization meets several of the partnership guidelines and aligns with the City's funding priorities.	Score Between 0-35
Impact: Quality and significance of program	The program will have significant and long-lasting impact on the City of Deerfield Beach residents. Proposal includes clear goals and objectives and fully measurable outcomes. Applicant demonstrates ability to track impact and outcomes based on the methodology shared.	Score between 0-10
Impact: Program affects City of Deerfield as a whole	The number of residents served and if the applicant has a location within the City Limits of Deerfield Beach are taken into consideration.	Score between 0-20
Feasibility: Reputation as an established and well financed organization in Broward County. Program is affordable based on budget.	Applicant demonstrates fiscal stability and ability to carry out the proposed activities. Program budget is affordable based on the number of residents expected to be served and the quality/significance of program. Applicant demonstrates that other contributions will be secured for the program.	Score between 0-25
Feasibility: Leadership Support / Board Support Applicant has the leadership/board and infrastructure in place to implement the program and achieve the stated goals.	Applicant has the leadership/board and infrastructure in place to implement the program and achieve the stated goals.	Score between 0-10
Reviewer's Notes	Use this space to record thoughts, concerns and/or mentionables for application.	
Total Score		100 Possible Points



Community Participation Grant Applications at a Glance

Table 1: 2025-2026 Applications by Funding Priority & Number of Applications		
Funding Priority	# of Applications	Amount Requested
Customer Care & Engagement	12	\$277,500
Lifestyle Quality	6	\$105,670
Sustainable & Eco-Friendly Environment	2	\$48,025
Grand Total	20	\$431,195

Table 2: 2025-2026 Applications Received by Alpha Order	
Name of Organization	Amount Requested
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	\$10,000
BILLY THOMPSON FOUNDATION INTERNATIONAL, INCORPORATED	\$25,000
CENTER FOR HEARING & COMMUNICATION, INC.	\$10,000
CRC RECOVERY FOUNDATION, INC.	\$23,670
DEERFIELD BEACH COMMUNITY CARES, INC.	\$25,000
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	\$25,000
DEERFIELD BEACH HISTORICAL SOCIETY INC	\$25,000
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	\$25,000
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	\$25,000
FIRST CALL FOR HELP OF BROWARD, INC.	\$22,500
GATEWAY COMMUNITY OUTREACH, INC.	\$25,000
GFWC WOMAN'S CLUB OF DEERFIELD BEACH, INC.	\$23,025
HISPANIC UNITY OF FLORIDA, INC.	\$25,000
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	\$25,000
KIDS IN DISTRESS, INC.	\$10,000
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	\$25,000
LIGHTHOUSE OF BROWARD COUNTY, INC.	\$12,000
ROTARY CLUB OF DEERFIELD BEACH INC	\$25,000
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	\$20,000
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	\$25,000
Grand Total	\$431,195



Organizations that Applied by Funding Priority

Table 3: Funding Priority - Customer Care & Engagement	
Name of Organization	Amount Requested
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	\$10,000
BILLY THOMPSON FOUNDATION INTERNATIONAL, INCORPORATED	\$25,000
DEERFIELD BEACH COMMUNITY CARES, INC.	\$25,000
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	\$25,000
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	\$25,000
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	\$25,000
FIRST CALL FOR HELP OF BROWARD, INC.	\$22,500
GATEWAY COMMUNITY OUTREACH, INC.	\$25,000
HISPANIC UNITY OF FLORIDA, INC.	\$25,000
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	\$25,000
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	\$25,000
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	\$20,000
Grand Total	\$277,500

Table 4: Funding Priority - Lifestyle Quality	
Name of Organization	Amount Requested
CENTER FOR HEARING & COMMUNICATION, INC.	\$10,000
CRC RECOVERY FOUNDATION, INC.	\$23,670
DEERFIELD BEACH HISTORICAL SOCIETY INC	\$25,000
KIDS IN DISTRESS, INC.	\$10,000
LIGHTHOUSE OF BROWARD COUNTY, INC.	\$12,000
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	\$25,000
Grand Total	\$105,670

Table 5: Funding Priority - Sustainable & Eco-Friendly Environment	
Name of Organization	Amount Requested
GFWC WOMAN'S CLUB OF DEERFIELD BEACH, INC.	\$23,025
ROTARY CLUB OF DEERFIELD BEACH INC	\$25,000
Grand Total	\$48,025

Organizations that Applied with Scores

Table 6: Organizations that Applied by Alpha Order	
Name of Organization	Final Score
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	66
BILLY THOMPSON FOUNDATION INTERNATIONAL, INCORPORATED	68
CENTER FOR HEARING & COMMUNICATION, INC.	64
CRC RECOVERY FOUNDATION, INC.	72
DEERFIELD BEACH COMMUNITY CARES, INC.	71
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	67
DEERFIELD BEACH HISTORICAL SOCIETY INC	78
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	64
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	76
FIRST CALL FOR HELP OF BROWARD, INC.	78
GATEWAY COMMUNITY OUTREACH, INC.	77
GWFC WOMAN'S CLUB OF DEERFIELD BEACH, INC.	76
HISPANIC UNITY OF FLORIDA, INC.	59
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	77
KIDS IN DISTRESS, INC.	68
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	71
LIGHTHOUSE OF BROWARD COUNTY, INC.	55
ROTARY CLUB OF DEERFIELD BEACH INC	65
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	62
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	68

Table 7: Organizations that Applied by Score

Name of Organization	Final Score
DEERFIELD BEACH HISTORICAL SOCIETY INC	78
FIRST CALL FOR HELP OF BROWARD, INC.	78
GATEWAY COMMUNITY OUTREACH, INC.	77
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	77
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	76
GWFC WOMAN'S CLUB OF DEERFIELD BEACH, INC.	76
CRC RECOVERY FOUNDATION, INC.	72
DEERFIELD BEACH COMMUNITY CARES, INC.	71
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	71
BILLY THOMPSON FOUNDATION INTERNATIONAL, INCORPORATED	68
KIDS IN DISTRESS, INC.	68
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	68
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	67
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	66
ROTARY CLUB OF DEERFIELD BEACH INC	65
CENTER FOR HEARING & COMMUNICATION, INC.	64
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	64
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	62
HISPANIC UNITY OF FLORIDA, INC.	59
LIGHTHOUSE OF BROWARD COUNTY, INC.	55



Table 8: Community Participation Grant Program Applicant Ranking & Funding Recommendation

Name of Organization	Score 1 - Kaitlyn	Score 2 - Elizabeth	Score 3 - Serge	Final Score	Amount Requested	Tiered % for Funding Amount	SPI Suggested Funding Amount	Fund / Decline	Funding Priority	Anticipated # CODFB Residents Served
DEERFIELD BEACH HISTORICAL SOCIETY INC	80	72	83	78	\$25,000	80%	\$20,000	Fund	Lifestyle Quality	9,500
FIRST CALL FOR HELP OF BROWARD, INC.	90	59	85	78	\$22,500	80%	\$18,000	Fund	Customer Care & Engagement	2,000
GATEWAY COMMUNITY OUTREACH, INC.	80	69	81	77	\$25,000	75%	\$18,750	Fund	Customer Care & Engagement	3,600
JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.	85	71	74	77	\$25,000	75%	\$18,750	Fund	Customer Care & Engagement	800
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.	83	63	81	76	\$25,000	75%	\$18,750	Fund	Customer Care & Engagement	830
GWFC WOMAN'S CLUB OF DEERFIELD BEACH	78	67	82	76	\$23,025	75%	\$17,500	Fund	Sustainable & Eco-Friendly	6,700
CRC RECOVERY FOUNDATION, INC.	81	60	76	72	\$23,670	50%	\$12,000	Fund	Lifestyle Quality	1,300
DEERFIELD BEACH COMMUNITY CARES, INC.	81	62	71	71	\$25,000	50%	\$12,500	Fund	Customer Care & Engagement	1,100
KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC.	75	68	70	71	\$25,000	50%	\$12,500	Fund	Customer Care & Engagement	1,000
BILLY THOMPSON FOUNDATION INTERNATIONAL, INCORPORATED	66	66	73	68	\$25,000	40%	\$10,000	Fund	Customer Care & Engagement	150
KIDS IN DISTRESS, INC.	73	47	84	68	\$10,000	40%	\$4,000	Fund	Lifestyle Quality	200
WOMEN IN DISTRESS OF BROWARD COUNTY, INC.	68	59	76	68	\$25,000	40%	\$10,000	Fund	Lifestyle Quality	150
DEERFIELD BEACH FAMILY EMPOWERMENT, INC.	71	57	73	67	\$25,000	40%	\$10,000	Fund	Customer Care & Engagement	150
BIG BROTHERS/BIG SISTERS OF BROWARD, INC.	81	46	71	66	\$10,000	40%	\$4,000	Fund	Customer Care & Engagement	55
ROTARY CLUB OF DEERFIELD BEACH INC	70	50	74	65	\$25,000	40%	\$10,000	Fund	Sustainable & Eco-Friendly	500
CENTER FOR HEARING & COMMUNICATION, INC.	70	50	73	64	\$10,000	30%	\$3,500	Fund	Lifestyle Quality	200
DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC.	75	46	70	64	\$25,000	30%	\$7,500	Fund	Customer Care & Engagement	25
VOICES FOR CHILDREN OF BROWARD COUNTY, INC.	59	57	70	62	\$20,000	30%	\$6,000	Fund	Customer Care & Engagement	35
HISPANIC UNITY OF FLORIDA, INC.	67	41	69	59	\$25,000	30%	\$7,500	Fund	Customer Care & Engagement	990
LIGHTHOUSE OF BROWARD COUNTY, INC.	62	33	69	55	\$12,000	30%	\$3,750	Fund	Lifestyle Quality	15
						TTL	\$225,000			



Community Participation Grant Program Funding Requests Summary

BIG BROTHERS/BIG SISTERS OF BROWARD, INC. - Amount Requested: \$10,000

Big Brothers/Big Sisters of Broward, Inc. is requesting \$10,000 to guide eighth-through-12th-graders to graduating high school and successfully moving on to college, trade programs or the workforce. Participants receive career and job coaching, financial literacy education, and participate in professional and personal development workshops; career mentorship support remains available to them until they're 25.

BILLY THOMPSON FOUNDATION INTERNATIONAL, INCORPORATED - Amount Requested: \$25,000

Billy Thompson Foundation International is requesting \$25,000 to help fund The EQUIP Program, a multi-generational enrichment program designed to Empower Quality, Uplift Individuals, and promote Progress for underserved youth, adults, and families. Rooted in a faith-driven commitment to holistic transformation, The EQUIP Program addresses educational inequity, workforce barriers, and community disconnection by providing a dynamic platform for growth, learning, and leadership.

CENTER FOR HEARING & COMMUNICATION, INC. - Amount Requested: \$10,000

Center for Hearing and Communication is requesting \$10,000 to address the critical need for accessible hearing healthcare services in the City of Deerfield Beach. CHC-FL's community-based program is strategically designed to eliminate barriers to care, improve early detection, and enhance public awareness around hearing health-advancing CHC's mission to provide high-quality, compassionate, and affordable services to all individuals, regardless of financial circumstances.

CRC RECOVERY FOUNDATION, INC. - Amount Requested: \$23,670

CRC RECOVERY FOUNDATION INC. (dba Living Skills in the Schools) is requesting \$23,670 to deliver comprehensive, school-based substance use prevention programming to approximately 1,300 unduplicated 4th-12 students across elementary, middle, and high schools during the upcoming academic year. Grounded in a developmentally aligned framework, our programming equips students with the knowledge, skills, and emotional tools to make healthy decisions, resist peer pressure, and build lasting protective factors against substance use and related mental health challenges.

DEERFIELD BEACH COMMUNITY CARES, INC. - Amount Requested: \$25,000

DEERFIELD BEACH COMMUNITY CARES is requesting \$25,000 to support Nina's Place, a food pantry which helps address food insecurity with dignity, compassion, and community connection. As a Neighbor Choice Food Pantry, Nina's Place empowers individuals and families by allowing them to select the nutritious foods that best meet their needs, respecting personal preferences, dietary restrictions, and cultural traditions.

DEERFIELD BEACH FAMILY EMPOWERMENT, INC. - Amount Requested: \$25,000

Deerfield Beach Family Empowerment is requesting \$25,000 to improve the quality of life for low- to moderate-income individuals and families through education, resource access, and community engagement. Our mission is to foster long-term stability and self-sufficiency by addressing key challenges in financial literacy, nutrition, housing, and youth development.

DEERFIELD BEACH HISTORICAL SOCIETY INC - Amount Requested: \$25,000

Deerfield Beach Historical Society Inc is requesting \$25,000 to promote public awareness and appreciation of the diverse people, places and events that contribute to Deerfield Beach's evolving history through its iconic local landmarks. These museums actively evoke a sense of pride and place encouraging civic-minded conversations leading to community-led growth. The organization offers annual residents' engagement with 200 opportunities in a wide variety of interdisciplinary programs, exhibitions, publications, intergenerational special events and outreach services.

DR. STANLEY AND PEARL GOODMAN JFS OF BROWARD COUNTY, INC. - Amount Requested: \$25,000

Dr. Stanley and Pearl Goodman JFS of Broward County, Inc. is requesting \$25,000 to support The Cupboard, a choice-based food pantry that provides consistent, dignified access to nutritious food for individuals and families facing food insecurity throughout Broward County. Through a flexible model that includes in-person shopping and a robust home delivery program, The Cupboard ensures that residents experiencing economic hardship, limited mobility, or a lack of transportation can reliably access healthy food and essential support.

EARLY LEARNING COALITION OF BROWARD COUNTY, INC. - Amount Requested: \$25,000

Early Learning Coalition of Broward County, Inc. is requesting \$25,000 to allow us to draw down from \$5.5 Million in supplemental federal and state funds on a dollar-for-dollar match to provide financial assistance to more Broward Residents at or below 200% of the Federal Poverty Level. In FY 23-24, the School Readiness program provided subsidized childcare for 827 City of Deerfield resident children, which translates to approximately \$3.5 million in economic relief to 452 City of Deerfield households in the 2023--2024 fiscal year alone. Additionally, 9 childcare small businesses in Deerfield Beach received these subsidy payments directly, which amounts to \$2.8 million annually to support the 100+ early learning educators they employ.

FIRST CALL FOR HELP OF BROWARD, INC. - Amount Requested: \$22,500

First Call for Help of Broward, Inc. dba 211-Broward is requesting \$22,500 to provide a resource for anyone in Deerfield Beach that is experiencing a need, and would like support, guidance, and connection to available resources. Many individuals are



unaware of this no cost, always available 24/7/365 service, until they have run into some sort of a problem. It is the number you need, that you may not even know you need. It is the first step in connecting individuals to essential services, supporting the needs presented by the community, including basic needs, behavioral health, and family supports.

GATEWAY COMMUNITY OUTREACH, INC. - Amount Requested: \$25,000

Gateway Community Outreach Inc. is requesting \$25,000 to strengthen families and address homelessness through the "Strengthening Deerfield Beach Families" program. Building on GCO's 30-year history in Deerfield Beach, this collaborative initiative will utilize the \$25,000 Community Participation Grant to enhance "intensive case management," provide direct "housing assistance" to prevent evictions, address food insecurity, and empower families with resources and financial literacy training.

GFWC WOMAN'S CLUB OF DEERFIELD BEACH, INC. - Amount Requested: \$23,025

GFWC Woman's Club of Deerfield Beach, Inc. is requesting \$23,025 to support Fill it Forward, a program that educates and rewards reusing plastic products like water bottles and bags. We will provide up to 6,700 citizens with the opportunity to continuously scan a QR Code when they reuse a bottle or bag and then evaluate the impact it has had our environment and reward them for it! The funds raised will be utilized by the 4Ocean Foundation, a vetted partner, on an Enviromental Fair to be held on our beach in 2026.

HISPANIC UNITY OF FLORIDA, INC. - Amount Requested: \$25,000

Hispanic Unity of Florida, Inc. is requesting \$25,000 to support the LEAP High program, a structured, evidence-informed youth development initiative serving 75 Deerfield Beach high school students each year through year-round, out-of-school-time programming. Operating after school during the academic year and summer, LEAP High provides academic support, enrichment activities and family-centered services tailored to meet the unique needs of underserved youth, many of whom are newcomers to the United States, live in low-income households or face barriers to educational success and community integration.

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC. - Amount Requested: \$25,000

Junior Achievement of South Florida, Inc. is requesting \$25,000 to support JA BizTown (BT) and JA Finance Park (FP), experiential learning programs that combine classroom instruction with hands-on simulations to teach financial literacy, career readiness, and economic decision making. JA BizTown serves 5th grade students through a 16-to-20-hour curriculum followed by a simulation in a fully interactive mock city. JA Finance Park engages 8th grade students in a personal finance experience where they assume adult life scenarios and make real-time budgeting decisions.

KIDS IN DISTRESS, INC. - Amount Requested: \$10,000

Kids In Distress, Inc. is requesting \$10,000 to support Healthy Start, a maternal and infant health program that serves at-risk pregnant women, and new mothers with young children in Deerfield Beach. The program focuses on improving pregnancy outcomes, reducing infant mortality, and supporting early childhood development through in-home education, screenings, care coordination, and referrals. Services are personalized and may continue for up to three years based on the family's needs.

KIWANIS CLUB OF DEERFIELD BEACH CHARITABLE FOUNDATION, INC. - Amount Requested: \$25,000

Kiwanis Club of Deerfield Beach Charitable Foundation, Inc. is requesting \$25,000 to grow and expand our school-based literacy programs and SEED in order to ensure their ongoing sustainability for the students and across the schools in Deerfield Beach. With respect to the literacy programs, we believe that students and classrooms will be impacted by the upcoming state-mandated rules regarding cell phone use in schools (as means of a reference resource) and the absence of appropriate technology for every student in Deerfield Beach, both in school and at home.

LIGHTHOUSE OF BROWARD COUNTY, INC. - Amount Requested: \$12,000

Lighthouse of Broward County, Inc. is requesting \$12,000 to support The Vital Living program which empowers seniors aged 55 and older who are blind or visually impaired (BVI) to live independently, confidently, and safely. Through personalized instruction and supportive engagement, the program addresses challenges associated with age-related vision loss, including increased risk of falls, social isolation, and difficulty performing daily tasks.

Vital Living offers one-on-one and group instruction in essential skills such as cooking, home safety, money identification, medication management, and safe mobility both inside and outside the home.

ROTARY CLUB OF DEERFIELD BEACH INC - Amount Requested: \$25,000

Rotary Club of Deerfield Beach is requesting \$25,000 to support The Deerfield Beach EcoAction Program, a community-driven initiative designed to advance sustainability through soil science education, composting, recycling, and youth empowerment. In response to local waste challenges-including the city's suspended curbside recycling program-this program delivers practical, inclusive solutions that engage residents in creating a cleaner, healthier Deerfield Beach. Over the course of the program, we will deliver 100 culturally relevant workshops across schools, libraries, civic spaces, and under-resourced neighborhoods. These workshops will equip residents with practical skills in soil health, composting, zero waste initiatives and proper recycling, helping increase local participation in sustainable waste practices.

VOICES FOR CHILDREN OF BROWARD COUNTY, INC. - Amount Requested: \$20,000

Voices for Children of Broward County, Inc. is requesting \$20,000 to support The Caregiver Assistance and Resource Empowerment (CARE) Initiative, a year-round program that helps stabilize the lives of children in foster care by strengthening the caregivers who step in during times of need. With support from the City of Deerfield Beach, Voices for Children of Broward



County will provide direct services to at least 35 children living in the city who are in foster care or placed with relatives, non-relatives, or foster parents. CARE provides case management, advocacy, and resource navigation to help families maintain safe, stable homes. Services include emergency housing and utility assistance, housing navigation, and fresh, nutritious meals delivered during school breaks when children lose access to school-based nutrition.

WOMEN IN DISTRESS OF BROWARD COUNTY, INC. - Amount Requested: \$25,000

Women In Distress of Broward County, Inc. is requesting \$25,000 to help offer free and confidential emergency shelter and supportive services to provide domestic violence victims and their children with the resources necessary to be safe and live free of violence. Our mission is to stop domestic violence abuse for everyone through intervention, education, and advocacy. Advocates provide a vital source of emotional support, information and referrals to connect survivors to the resources they need to heal and enhance their safety and quality of life.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-423

Agenda Date: 9/15/2025

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Presentation by Sean Gladieux, Public Safety Director, regarding the School Zone Speed Camera Annual Report for 2024-2025 School Year.

Current Activity

City of Deerfield Beach
Annual School Zone Speed Detection System Report
Reporting Period: May 15, 2025 - June 3, 2025
Pursuant to HB 657 and City Ordinance 2024/001

In accordance with Florida Statute §316.1896(16)(a), enacted under HB 657 and supported locally by City Ordinance 2024/001, the City of Deerfield Beach is providing the following annual report for all school zone speed detection systems operated within the City's jurisdiction. This report is presented as a single agenda item before the governing body in compliance with state law.

Summary of Activity

- Total Notices of Violation Issued: 6,365
- Notices of Violation Paid: 4,223
- Notices of Violation Contested, Pending Final Outcome: 65
- Notices of Violation Contested and Dismissed: 15
- Notices of Violation Contested and Upheld: 30
- Notices of Violation Resulting in Uniform Traffic Citations Issued: 9
- Notices of Violation Pending Issuance as Uniform Traffic Citations: 2,034

Compliance Statement

This report fulfills the City's annual reporting obligation under state law and reflects the enforcement activity for the 2024–2025 school year. The City of Deerfield Beach remains committed to ensuring the safety of school zones through effective traffic speed monitoring and enforcement, in full compliance with all applicable state and local regulations.



Memorandum

To: Deerfield Beach Commission

From: Sean Gladieux, Director
Office of Public Safety

Cc: Rodney Brimlow, City Manager

Subj: School Speed Zone Annual Report 2024-2025

Date: 9/3/2025

On April 28, 2023, the Florida Legislature passed, and the Governor subsequently signed into law, HB 657 entitled “Enforcement of School Speed Zone Limits”, which became effective on July 1, 2023. The bill authorizes counties or municipalities to utilize automated speed detection systems in school zones to enforce speed limits, while setting forth numerous requirements for implementation, administration, and due process procedures.

The Office of Public Safety completed a review of the speed zone program to determine the feasibility and the potential impact on public safety. At the October 17, 2023 Commission meeting, a speed study was presented providing data that speeding in Deerfield Beach School zones was rampant. The study documented in just one school day 6,459 speeding violations at 11 miles per hour over the posted speed limit within seven school zones were recorded. On January 9, 2024, the City introduced Ordinance No. 2024/001, City of Deerfield Beach School Speed Zone Enforcement. The ordinance, adopted following a public hearing, authorized the installation and use of speed detection systems on roadways at identified Broward County Public School locations within the jurisdiction of the City, with a goal of reducing speeding in and around school zones to create a safer walking environment for all pedestrians.

In accordance with the ordinance and section 316.0776, Florida Statutes, each municipality that operates one or more school zone detection systems must annually report information and statistics in a written summary that must be read aloud at a regular or special City Commission meeting. Attachment 1 of this agenda item contains the information that meets this requirement.

The Commission approved the award of the bid and authorized the City Manager or designee to execute a contract for school speed zone enforcement to RedSpeed, FL, LLC. Per the contract, RedSpeed is responsible for providing a turnkey solution that includes, but is not limited to, the purchase, installation, operation, and maintenance of all equipment as well as the billing, collection, and initial distribution of violation proceeds. The vendor is also tasked with the completion of quarterly reports required by the Florida Department of Highway Safety and Motor Vehicles on behalf of the City. The cost for their service is deducted from the City's General Fund share of violation proceeds.

Implementation of a school speed zone enforcement program requires a thirty-day warning period as well as a public awareness campaign prior to the issuance of violations. Warnings were sent to violators during the first forty-five days and an awareness campaign was conducted that included the use of the City's official website, commission meetings, social media, news releases, distribution of palm cards, etc.

4 schools with 8 school zone locations were activated during the initial warning period and were subsequently enforced during the 2024 - 2025 school year. In accordance with the City ordinance and section 316.0776 of the Florida Statutes, each municipality that operates one or more school zone detection systems must annually report information and statistics in a written summary that must be read aloud at a regular or special City Commission meeting. This information is contained in Attachment 1 and will be read aloud at the City Commission meeting held on September 15, 2025.

City of Deerfield Beach School Speed Zone Annual Report

Notice of speed zone violations were issued at the following locations from May 15, 2025 through June 3, 2025 (end of school year):

- 600 Block EB SE 10th Street @ Deerfield Beach Middle, Deerfield Beach
- 600 Block WB SE 10th Street @ Deerfield Beach Middle, Deerfield Beach
- 4000 Block NB NE 2nd Avenue @ Tedder Elementary, Deerfield Beach
- 4100 Block SB NE 2nd Avenue @ Tedder Elementary, Deerfield Beach
- 900 Block WB SW 15th Street @ Deerfield Beach High, Deerfield Beach
- 900 Block EB SW 15th Street @ Deerfield Beach High, Deerfield Beach
- 600 Block NB SE 2nd Ave @ Deerfield Beach Middle, Deerfield Beach
- 600 Block SB SE 2nd Ave @ Deerfield Beach Middle, Deerfield Beach

For the enforcement period of May 15, 2025 through June 3, 2025 the following results were obtained for Deerfield Beach from a report run on September 3, 2025:

Notice of Violations (NOV) Issued	6357
Notice of Violations Paid	4281
Hearings Scheduled	55
NOV Contested and Dismissed	16
NOV Contested and Upheld	38
Uniform Traffic Citations Issued	1009
Uniform Traffic Citations Pending	923

From May 15, 2025 to September 3, 2025, payments were received by the City of Deerfield Beach from the school speed zone safety program and distributed as follows:

Over/Short	\$400.00
Hearings	\$680.00
DFB Public Safety Initiative	\$182,338.00

FL Dept of Revenue General Fund	\$93,640.00
FDLE Training Trust Fund	\$14,046.00
Broward County School District	\$56,184.00
School Crossing Guard Recruitment & Retention	\$23,410.00
<u>RedSpeed</u>	<u>\$98,182.00</u>
Total	\$468,880.00

By Florida statute the revenue distribution for each paid Notice of Violation (NOV) is as follows:

City of Deerfield Beach*	\$60
School Crossing Guard Recruitment & Retention	\$5
FL Department of Revenue General Fund	\$20
FDLE Criminal Justice & Standards Trust Fund	\$3
Broward County School District	\$12

* reflected at gross amount - vendor fee is netted from these proceeds. The City receives \$39 and RedSpeed receives \$21.

Information was read aloud at the Deerfield Beach Commission meeting on September 15, 2025.

Attachments: RedSpeed Camera Locations 2024-2025
 Deerfield Beach Payment Summary
 Annual Reporting

Deerfield Beach

From 05/15/2025 to 06/03/2025

Issued	6357
Paid	4281
Hearing Scheduled	55
Contested and Dismissed	16
Contested and Upheld	38
Uniform Traffic Citations Issued	1009
Uniform Traffic Citations Pending	923

DFB School Zone Speed Detection System: Camera Location Table 2024-2025 School Year

School Name	School Level	Camera Information									
		Camera Unique Identifier	Directional Approach	Times the Speed Detection System was Active	Restricted School Zone Speed Limit Enforced	Posted Speed Limit Enforced at Other Times	Date the Camera System was Activated	Date the Camera System was Deactivated	Latitude	Longitude	Location
Deerfield Beach Middle School	Middle	RSFL0593	EB	06:30-15:15, 06:48-07:45, 14:48-15:15	15	35	5/15/2025	Active	26.305107	-80.096025	600 Block EB SE 10th Street @ Deerfield Beach Middle, Deerfield Beach
Deerfield Beach Middle School	Middle	RSFL0594	WB	06:30-15:15, 06:48-07:45, 14:48-15:15	15	35	5/15/2025	Active	26.304905	-80.097162	600 Block WB SE 10th Street @ Deerfield Beach Middle, Deerfield Beach
Tedder Elementary	Elementary	RSFL0595	NB	07:18-14:45, 07:18-08:15, 14:18-14:45	15	25	5/15/2025	Active	26.280989	-80.123206	4000 Block NB NE 2nd Avenue @ Tedder Elementary, Deerfield Beach
Tedder Elementary	Elementary	RSFL0596	SB	07:18-14:45, 07:18-08:15, 14:18-14:45	15	25	5/15/2025	Active	26.280485	-80.12312	4100 Block SB NE 2nd Avenue @ Tedder Elementary, Deerfield Beach
Deerfield Beach High School	High	RSFL0603	EB	06:43-15:10, 06:43-07:40, 14:43-15:10	15	25	5/15/2025	Active	26.297284	-80.118562	900 Block EB SW 15th Street @ Deerfield Beach High, Deerfield Beach
Deerfield Beach High School	High	RSFL0604	WB	06:43-15:10, 06:43-07:40, 14:43-15:10	15	25	5/15/2025	Active	26.297377	-80.116315	900 Block WB SW 15th Street @ Deerfield Beach High, Deerfield Beach
Deerfield Beach Middle School	Middle	RSFL0605	NB	06:30-15:15, 06:48-07:45, 14:48-15:15	15	30	5/15/2025	Active	26.310096	-80.099575	600 Block NB SE 2nd Avenue @ Deerfield Beach Middle, Deerfield Beach
Deerfield Beach Middle School	Middle	RSFL0606	SB	06:30-15:15, 06:48-07:45, 14:48-15:15	15	30	5/15/2025	Active	26.310096	-80.099575	600 Block SB SE 2nd Avenue @ Deerfield Beach Middle, Deerfield Beach

Payment Summary - Speed

From: 05/15/2025

To: 09/03/2025

Florida, Deerfield Beach

Over/Short	\$400.00
Hearings	\$680.00
Public Safety Initiative	\$182,338.00
FL Dept of Revenue	\$93,640.00
FDLE Training	\$14,046.00
County School District	\$56,184.00
Crossing Guard	\$23,410.00
RedSpeed	\$98,182.00
Total	\$468,880.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-460

Agenda Date: 9/15/2025

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, re-ranking the responsive firms to RFP No. 25-010 for building services; approving the award of RFP No. 25-010 to _____; authorizing execution of an agreement with _____, to provide building services for a three-year term with two additional one-year renewal terms; 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

Since at least 2015, the City of Deerfield has outsourced the operations of the Building Department. The City has an agreement with Calvin Giordano & Associates, Inc., ("CGA"), which expires on September 30, 2025. To ensure that the City's building services continue beyond September 2025, the City issued Request For Proposal No. 25-010 to obtain proposals from firms to provide building department services within the administrative structure of the City.

The City's Purchasing and Contract Division (the "Division") advertised Request for Proposal #25-010 (the "RFP") on March 14, 2025, with a deadline for submittals by April 30, 2025. The City received two proposals that were opened on April 30, 2025, and were reviewed by the Division to ensure both bid proposals met the RFP requirements. The evaluation committee held its meeting on June 10, 2025, to score the responses based on the weighted criteria stated in the RFP. The RFP specified that compensation would be based on a revenue share basis. Following the scoring by the Evaluation Committee, the Committee, by unanimous vote, recommended that CGA be awarded the contract to provide the required building services.

The Division confirmed with CGA that compensation would be based on a revenue share split of 25/75, in which the City retains 25% of the building services revenue for the first \$3,000,000.00 collected to defray the City's costs in its role in enforcement of the Florida Building Code and CGA receives 75%; and for such revenues collected in excess of \$3,000,000.00, the City retains 10% and CGA receives 90%.

Current Activity

At the July 8, 2025 City Commission Meeting, the City Commission voted to send the ranking/evaluation back to the Evaluation Committee pursuant to Sec. 38-116(1)g.(7) of the City Code to conduct further evaluations, including oral presentations from both proposers, consistent with the requirements of the RFP. On July 22, 2025, the Evaluation Committee reconvened and heard oral

presentations by both proposers. After presentations and questions from the Committee, the Committee re-ranked both proposers and Calvin Giordano and Associates, Inc. was determined by the Committee to be the top-ranked proposer.

At the August 19, 2025, City Commission meeting, the City Commission considered the Evaluation Committee's ranking and recommendation and voted, pursuant to Section 38-141 of the City Code, to exercise the City Commission's option to re-rank the responsive firms resulting from the evaluation based on the RFP. Pursuant to City Code Section 38-141, the City Commission has been provided all materials, both written and oral, originally presented to the evaluation committee by the responsive firms for the Commission's review prior to re-ranking.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RE-RANKING THE RESPONSIVE FIRMS TO RFP NO. 25-010 FOR BUILDING SERVICES; APPROVING THE AWARD OF RFP NO. 25-010 TO _____; AUTHORIZING EXECUTION OF AN AGREEMENT WITH _____, TO PROVIDE BUILDING SERVICES FOR A THREE-YEAR TERM WITH TWO ADDITIONAL ONE-YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 25-010 (the “RFP”) to obtain proposals from firms that could provide building department services within the administrative structure of the City pursuant to the terms and conditions specified in the RFP (collectively, the “Services”); and

WHEREAS, the RFP was advertised in the legal notices section of the Broward County designated publicly accessible website on March 14, 2025 and the notice was also sent to 664 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 19 vendors viewed the RFP documents; and

WHEREAS, on April 30, 2025, at 2:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) opened the two proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the Evaluation Committee members independently reviewed and scored the two proposals in accordance with the weighted criteria stated in the RFP prior to the first public evaluation committee meeting; and

WHEREAS, the Evaluation Committee Meeting was held on June 10, 2025 to score the responses based on the weighted criteria stated in the RFP; and

WHEREAS, following the scoring, the Evaluation Committee concluded and was unanimous in their decision to make a recommendation to approve the award of the RFP to Calvin Giordano & Associates, Inc. (“CGA”), and authorize the City Manager to execute an agreement with CGA for the Services; and

WHEREAS, on July 8, 2025, the City Commission considered the Evaluation Committee’s recommendation and voted to send the ranking/evaluation back to the Evaluation Committee, pursuant to City Code Section 38-116(1)(g)(7), to conduct further evaluations consistent with the requirements of the RFP, including oral presentations; and

WHEREAS, on July 22, 2025, the Evaluation Committee reconvened to conduct interviews and oral presentations with both responsive proposers, re-ranked the proposers, and was unanimous in the decision to forward a recommendation of approval to award the RFP to CGA, the top ranked proposer, and authorize the City Manager to execute an agreement with CGA for the Services; and

WHEREAS, on August 19, 2025, the City Commission considered the Evaluation Committee's ranking and recommendation and voted, pursuant to Section 38-141 of the City Code, to exercise the City Commission's option to re-rank the responsive firms resulting from the RFP; and

WHEREAS, the City Commission has been provided and has reviewed all materials, both written and oral, originally presented to the evaluation committee by the responsive firms for the Commission's review prior to re-ranking; and

WHEREAS, following a review of all the materials presented to the evaluation committee, the City Commission has re-ranked the firms responsive to the RFP as follows: 1) _____, 2) _____; and

WHEREAS, compensation for the Services under the Agreement will be based on revenue share in which the City retains ____% of the revenue for the first \$3,000,000.00 of building services revenues collected to defray the City's cost in its role in enforcement of the Florida Building Code and _____ receives ____%, and for such revenues collected in excess of \$3,000,000.00, the City retains ____% and _____ receives ____%.

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 re-ranks the responsive firms to the RFP as follows: 1) _____, 2) _____.

Section 3. The City Commission hereby approves the award of the RFP to _____.

Section 4. The City Manager is hereby authorized to execute an agreement with _____ for the Services, consistent with the terms of the RFP, 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 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Sec. 38-141. Reservation of rights.

- (a) The city commission has full discretion to reject all bids and proposals and to waive minor irregularities in bids and proposals. The city commission, by super majority vote, has the option to re-rank/re-evaluate the shortlisted firms. If the city commission determines by a super majority vote that they wish to re-rank or re-evaluate the shortlisted firms resulting from evaluation based sealed competitive method, all the commissioners must review all materials both written and oral originally presented to the evaluation committee by the short listed firms prior to re-ranking. The vote to award based on the re-ranking may be by simple majority.
- (b) In the event a contractor breaches its contract with the city, and the city terminates the contract, within one year from the date of award of the contract, the city may award the contract to the next highest ranked responsible and responsive firm.

(Ord. No. 2021/006, §§ 2(Exh. A), 3, 5-8-21)