



Regular City Commission Meeting Agenda

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

Mayor Todd Drosky

Vice Mayor Ben Preston

District 1 Commissioner Michael Hudak

District 3 Commissioner Daniel Shanetzky

District 4 Commissioner Tom Plaut

Tuesday

December 2, 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: November 4, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniformed Employees' Retirement Plan Meeting Minutes

Attachment: August 11, 2025

Education Advisory Board Meeting Minutes

Attachment: September 3, 2025

Charter Review Board Meeting Minutes

Attachment: October 16, 2025, October 27, 2025

African American Heritage Board Meeting Minutes

Attachment: October 9, 2025

Hillsboro Inlet District Meeting Minutes

Attachment: October 13, 2025

Community Appearance Board Meeting Minutes

Attachment: October 8, 2025, October 22, 2025

APPROVAL OF THE AGENDA

December 2, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84485151461?pwd=EWDKmpo5KthwWKCtHkFzighWZwRiHw.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 844 8515 1461#

Participant ID: #

Passcode: 031861#

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

PRESENTATIONS

- 1. Presentation of ceremonial checks by Richard Waltzer, Florida Inland Navigation District Commissioner, to the City of Deerfield Beach for the Sawgrass to Seagrass Center Project and Broward County for the Deerfield Island Park Enhancements Project.**

Sponsor: Department of Parks & Recreation & Department of Economic Development

PUBLIC HEARINGS - SECOND READING

2. **P.H. 2025-010: ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTIONS 2-377 "CODE ENFORCEMENT CITATION PROCEDURES" AND 2-378 "SCHEDULE OF CIVIL PENALTIES" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO ESTABLISH THE PROCESS AND PENALTIES FOR ENFORCEMENT OF SNIPE SIGN VIOLATIONS AND OTHER CODE VIOLATIONS RELATED TO TEMPORARY SIGNS BEING INSTALLED IN THE PUBLIC RIGHTS-OF-WAY OR ON CITY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Mayor Drosky

Attachment: Snipe Sign Violations

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

- 3. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with the Town of Hillsboro Beach for fire and emergency medical services for a one-year term with four, one year renewal options; authorizing the City Manager to execute the Interlocal Agreement; providing for severability, 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: Office of the City Manager

Attachment: Town of Hillsboro Beach ILA

- 4. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a seventh work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for professional engineering services for post-construction physical and biological monitoring services in an amount not to exceed \$207,664.63 for the City's 50% share of the cost; providing for execution and an effective date. (Funds from Account #399-300-340-3701-000-53700-506530 - CIP - Infrastructure - Joint Beach Renourishment)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Municipal Services

Attachment: Coastal Protection Engineering, LLC

- 5. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled James McCully vs. City of Deerfield Beach; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #106-100-131-1902-000-51900-503770 - General Liability Legal)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: James Mccully Settlement

6. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Odette Henry vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #106-100-131-1902-000-51900-503770 - General Liability Legal)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Odette Henry Settlement

7. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Jacobs Engineering Group, Inc. to provide professional engineering services related to the preparation of the 10-year water facilities supply plan in an amount not to exceed \$157,417.00; 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: Jacobs Engineering Group, Inc.

8. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with WGI, Inc. to provide professional engineering construction administration services related to the Pioneer Park Pier No. 5 Dock Replacement Project in an amount not to exceed \$66,376.95; providing for execution and an effective date. (Funds from multiple accounts)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: WGI, Inc.

- 9. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Second Amendment to the construction contract with Layne Christensen Company for the rehabilitation of the Floridan Aquifer Raw Water Wells Project to extend the substantial completion date for the project to June 1, 2026, and the final completion date to July 1, 2026; 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 Environmental Services

Attachment: Layne Christensen Company

- 10. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the Deep Injection Well Project at the West Water Treatment Plant in an amount not to exceed \$65,284.00; providing for execution and an effective date. (Funds from Account #413-300-360-3603-000-53600-506530 - Utilities Capital/CIP Infrastructure)**

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: Hazen and Sawyer, P.C.

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, December 16, 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, November 4, 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 7:02 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

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

Also Present:

City Manager Rodney Brimlow
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - October 7, 2025

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

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Firefighters Pension Board Meeting Minutes - August 18, 2025
Community Redevelopment Agency Meeting Minutes - August 26, 2025
Charter Review Board Meeting Minutes - September 18, 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

November 4, 2025

APPROVAL OF CITY COMMISSION AGENDA - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve the agenda as amended, adding a presentation regarding the SE 8th Avenue Drainage Project. Voice Vote:

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

Nays: 0

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Richard "Rusty" Sievers, Emergency Management Coordinator, on his retirement.

Mayor Drosky presented the certificate to Mr. Sievers in recognition of his retirement.

Rodney Brimlow, City Manager, provided a brief overview of Mr. Sievers tenure. Thereafter, he thanked him for everything he's done for the City.

PRESENTATIONS

2. Presentation regarding the SE 8th Avenue Drainage Project.

Eric Power, Deputy City Manager, highlighted a PowerPoint presentation. Further, he said on October 26, 2025, South Florida experienced a record-breaking flood event that lasted for several hours, leaving many cities flooded. He explained that the average rainfall in October is 4.7 inches, whereby, the City received double that, 8.20 inches, within about two hours; flood levels were the highest on SE 8th Avenue and Johnny McKeithen Park area. Unfortunately, there was no previous notice of a severe rain event forecasted and the flood flash warning was not issued until after 11:15 p.m. Additionally, the forecast projected that three to five inches had already fallen with the possibility of one or two more inches, so the max projected was seven inches, and the City received over eight. Mr. Power outlined the recurring flooding events since 2009 with more than five inches of rainfall: December 18, 2009 - 5.63; June 7, 2017 - 7.52; November 9, 2020 - 5.49; and June 6, 2022 - 6.66. Thereafter, photographs of the rain event were displayed, which depicted that the rain event affected the entire city in some way, i.e. abandoned vehicles, power outages, street light outages, flooding.

Continuing, Mr. Power explained that Deerfield Beach Gardens was platted in 1957, whereby, SE 8th Avenue receives the most severe flooding as it is the lowest point of the subdivision. The substantial completion of the stormwater drainage improvements occurred on September 26, 2025, with final completion set for October 23, 2025; however, staff is still working on closing out a number of outstanding items. Thereafter, a map was displayed outlining the various impacted areas. Mr. Power stated that the flood analysis determined that the drainage system was overwhelmed, whereas, the storm was designed for a 6.5-foot flood elevation, but on October 26, 2025 there was a 7.5-foot flood elevation, equating to a 25-year storm. Thereafter, various photographs of the area were displayed.

Furthermore, Mr. Power outlined the various flood designations. He explained that the base elevation is supposed to be nine feet; notwithstanding, there are three homes on SE 8th Avenue that are the lowest point in the area at 6.11 feet, 5.67 feet, and 5.91 feet, whereby, the October 26, 2025 flood event was 7.22 feet, impacting roads, driveways, garages, and living areas. Mr. Power reiterated that FEMA requires a flood base elevation of nine feet, whereby, the SE 8th Avenue area has street elevations of 4 to 6.5 feet, and lies within the flood risk zone AE. On October 26th, there was a high precipitation storm that equated to a 25-year storm, whereby, the SE 8th Avenue Drainage Project was designed for a 10-year storm. Further, he said the storm coincided with the hightide, which overwhelmed the drainage system. Mr. Power stated that the flood elevation was up to 7.22 feet and the water receded within approximately four hours. Lastly, he said city staff is completing the evaluation of the project, expediting the Phase 2 analysis, evaluating state and federal resources to help with flood proofing alternatives, and looking into increasing the drainage improvement project area to the north.

Commissioner Hudak stated that although the City Manager is going to rectify the situation, he expressed concerns with the lack of response and attention to the afterhours emergency number, as we must be

PRESENTATIONS - CONTINUED

be proactive. Further, he said the City Manager is committed to the evaluation of this project to ensure that it was properly completed, and if it was not the City will look into legal ramifications. He stated that he spoke to many of the residents and understands their frustrations, and wishes something better could have been done. Thereafter, he thanked city staff for their efforts, and encouraged the residents to contact him or the City Manager to express their frustrations and concerns. Commissioner Hudak said the City Manager is looking into financial assistance, i.e. claims process, for those having to rent Airbnb's. Lastly, he thanked those for attending last night and this evening, and assured them that the City is doing everything to rectify the situation.

Commissioner Shanetzky commented on a conversation he had with Boca Raton's Director of Public Works, whereby, they had minimal damage due to investing in 10 to 15 miles of swale areas and trees; therefore, he recommended that the City look into doing the same. Further, he suggested reaching out to MWI and adding pumps to the area, so water can be pumped to Little Harbor. Commissioner Shanetzky said the emergency response line in Boca Raton went directly to 911 and staff was on the ground the evening of the flood event. Lastly, he spoke in support of looking into financial assistance for those families who are displaced.

Commissioner Plaut commented on the October 26th rain event, as well as conversations he had with the residents on SE 8th Avenue. Thereafter, he spoke in support of the independent study that will be conducted to review the project.

Vice Mayor Preston spoke in support of the meeting last night, as it allowed the residents to share their feelings and concerns. Thereafter, he briefly commented on the October 26th rain event, and stated that if issues continue to occur after the event, then the City must be prepared to alleviate the strain on those affected, i.e. reserving pumps, adding cameras into the system, and find ways to ensure that this does not occur again.

Mayor Drosky thanked those for attending last night and this evening, as their concerns and frustrations are warranted and although SE 8th Avenue is the main topic of discussion, the entire city was affected. Further, he said city staff is cognizant and aware of the issues, and working diligently to find the answers, so everyone can be properly informed as to why this occurred. Mayor Drosky encouraged those who want to stay abreast of the situation to provide their e-mail addresses to city staff. He stated that along with the suggestions made by his colleagues, he would like to look into using the Shady Tree Program to plant trees within the swales. Thereafter, he opened the public hearing.

Rodney Brimlow, City Manager, stated that an update will be provided by city staff at the November 18th regular city commission meeting. Further, he encouraged everyone to continue e-mailing city staff as their concerns and inquiries are being provided to the independent contractor who is looking into the engineering of the project.

The below individuals commented and/or expressed concerns and frustrations regarding the flooding event that occurred on October 26, 2025:

James McGeary, 1442 SE 6th Street, Deerfield Beach.
Howard Noland, 325 SE 3rd Terrace, Deerfield Beach.
Martha Henry, 441 NW 1st Terrace, Deerfield Beach.
Thomas Noland, 406 SE 8th Avenue, Deerfield Beach.
Roger Freitag, 418 SE 2nd Street, Deerfield Beach.
David Evanosky, 514 SE 7th Avenue, Deerfield Beach.
Jameika Ricks, 414 SW 2nd Street, Deerfield Beach.
Terry Scott, 180 SW 3rd Avenue, Deerfield Beach.
Maureen Kenny, 615 SE 7th Avenue, Deerfield Beach.
Greg Jones, 325 SE 8th Avenue, Deerfield Beach.
April Bolowich, 899 NE 4th Street, Deerfield Beach.
Katy Freitag, 418 SE 2nd Street, Deerfield Beach.
Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach.
John Slattery, 1455 SE 5th Place, Deerfield Beach.
Dan Herz, 330 SE 19th Avenue, Deerfield Beach.

PRESENTATIONS - CONTINUED

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach.
Joseph Cummings, 267 Oakridge P, Deerfield Beach.
Carrie Hellenbrecht, 884 NW 47th Street, Deerfield Beach.

Mayor Drosky closed the public hearing. Thereafter, he again thanked everyone for coming out and expressing their concerns.

Commissioner Hudak thanked everyone for attending. Further, he said the City must improve on the post event process, whereby, the rain stopped and the water was stagnant for four hours. Thereafter, he stated that the meeting being held on Thursday is not a city event, but a private event exclusive to District 1 residents only.

Commissioner Shanetzky reiterated his stance on the City investing in a pump system and the establishment of an emergency response system.

Vice Mayor Preston commented on the flooding in District 2, whereby, staff will ensure the residents are notified once solutions are established.

PUBLIC HEARINGS - SECOND READING

3. **P.H. 2025-003: ORDINANCE 2025/012 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; APPROVING DEPARTMENTAL BUDGET TRANSFERS WITHIN THE GENERAL FUND AND REDUCING APPROPRIATIONS TO THE 2018 CONSTRUCTION REVENUE BOND FUND BY \$4,685,443, AS SET FORTH IN EXHIBIT "A"; APPROVING REDUCING APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BY \$10,000 AND PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO THE SHIP GRANT FUND IN THE AMOUNT OF \$10,000, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

There was no discussion amongst the Commission.

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

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Item 3, adopted Ordinance 2025/012. Roll Call:

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

PUBLIC COMMENT

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, requested that the Mayor contact him directly. Thereafter, he commented on permeable space.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, stated that the costs for the State of the City are exorbitant; therefore, she asked if a separate one can be established.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commended George Sullivan, Operations Manager, for his efforts with a damaged sign on Hillsboro Boulevard.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said he is hosting the private event being held on Thursday and due to space limitations, it is only being offered to District 1 residents. Thereafter, he commented on why he's hosting the event.

PUBLIC COMMENT - CONTINUED

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, commented on his interactions with the Broward Sheriff's Office (BSO). Thereafter, he said all city services should be brought inhouse, so people can be held accountable for their actions. Lastly, he commented on the hardships being put on developers.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Commissioner Shanetzky spoke in support of Item 5.

Mayor Drosky opened the public hearing on Items 4 - 6; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Hudak, seconded by Commissioner Shanetzky, to approve Items 4 - 6 in concert. Roll Call:

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

- 4. Resolution 2025/192 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the carry forward of funding in the amount of \$108,401.56 from the 2025 fiscal year budget tree preservation fund account to the 2026 fiscal year budget tree preservation fund account; providing for implementation and an effective date.**
- 5. Resolution 2025/193 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Work Authorization with Jacobs Engineering Group, Inc., to provide continuing engineering operations and administrative consulting support services at the West Water Treatment Plant for an additional 90-day period in an amount not to exceed \$138,404.00; providing for implementation and an effective date. (Funds from Account #401-300-360-3602-000-53600-503099 - Utilities Fund/Other Professional Services)**
- 6. Resolution 2025/194 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a work authorization with M.C. Harry & Associates, Inc. to provide professional architectural and engineering services for the beach restroom renovations project in an amount not to exceed \$100,358.00; providing for an effective date. (Funds from Account #399-100-360-1901-000-51900-506530 - Capital Projects Construction)**

DEPARTMENTAL BUSINESS

- 7. Consideration and determination regarding the appeal filed by Calvin, Giordano & Associates, Inc. concerning the Protest Committee's determination to deny the Protest related to the award of Request for Proposal 25-010 - Building Services.**

Anthony Soroka, City Attorney, provided a brief history of the events that have transpired thus far. Thereafter, he outlined the procedures for this evening.

Henny Shomar, Tripp Scott, representing Calvin, Giordano & Associates, Inc. (CGA), highlighted a brief PowerPoint presentation. He explained that the award to CAP Government, Inc. (CAP) was improper because the City did not adhere to the stated selection criteria outlined in the RFP, lacked key information regarding the relative positions, capabilities, and resources of CAP vs. CGA, was misinformed regarding CAP's performance, and had a desired outcome. He outlined the weighted criteria and stated that the evaluation committee ranked CGA higher than CAP twice. Thereafter, he displayed various photographs of the committee's score sheets. Further, the City Commission overruled the committee's evaluations, so they believe review is warranted because the Commission improperly based its decision on a misunderstanding of "David vs. Goliath," improperly considered certain information about CGA in its evaluation, and demonstrated a desire to achieve a particular outcome rather than use the RFP's selection criteria. Thereafter, he commented on statements made by the Commission at the September 15, 2025 commission meeting.

DEPARTMENTAL BUSINESS - CONTINUED

Continuing, Mr. Shomar provided a brief overview of CAP, whereby, building departments are a small portion of CAP/Bureau Veritas' business. The evaluation committee consistently noted CAP's deficiencies, which included the small pool of BORA certified staff, sharing key individuals, and back-up staff not present. Further, he said CAP has been making offers to current CGA employees assigned in Deerfield Beach, which is concerning due to comments made by the Commission regarding the need for change; although CAP is much bigger than CGA, it is less equipped to handle the City's building services.

Matthew Cosley, Chief Operations Officer, explained that CGA is a mid-sized, U.S. based company, well-resourced in its own right. Further, he said CGA derives 75% of its total revenue from the delivery of municipal building department services, is focused on the expedition of code compliance projects, has a large pool of BORA certified staff, and has adequate full-time staff with clearly stated positions, plus sufficient back-up staff. Thereafter, he commented on the issues surrounding the Century Village permit, which fell on the applicant, not CGA, as well as the delay in the implementation of the electronic plan review. Although the price/fee proposal was the smallest weighted criteria and CGA ranked lower, the proposal is a flat percentage of fees, CGA has never charged Deerfield Beach hourly for any services, and there are no hidden fees or surprises.

Mr. Shomar stated that while the Commission has broad discretion, decisions regarding the contents of an RFP must withstand scrutiny to ensure they are not made in an arbitrary or capricious manner. Further, he said it is the hope that the Commission reconsider their decision, whereas, the evaluation committee got it right twice.

Mark Stempler, Becker & Poliakoff, representing CAP Government, Inc. (CAP), said they are not here to re-evaluate the proposals or to hear a new oral presentation, which differs from the one previously given. Further, he said the City Commission must determine if CGA's appeal has merit, whereby, there is no legal or factual justification for this appeal, and it must be denied. Thereafter, he commented on the protest committee meeting, whereby, the protest by CGA was denied unanimously, and suggested that the Commission do the same. Mr. Stempler said CGA's appeal is with merit, whereas the City followed the procurement procedure to the letter of the law in evaluating the proposals and ranking CAP above CGA. Additionally, the City Commission's ranking and approval was made hours after consideration and was the result of a thorough and reasoned selection process, all done on record. The City Commission awarded more evaluation points to CAP than CGA, then approved the ranking, whereby, there was nothing arbitrary or capricious about it. Furthermore, the alleged sunshine law violation is baseless, whereby, CGA is misinterpreting the law, which he explained.

Continuing, Mr. Stempler stated that for CGA's appeal to have merit, the Commission would have to conclude that its decision to rank CAP first was made arbitrarily or capriciously, which is untrue, as the Commission followed the proposal criteria. Thereafter, he briefly outlined the process that took place. Further, he said CGA takes issue with the scope of the evaluation criteria, which should have been brought up during the RFP process. Additionally, CGA's proposal focused on its experience with the City, but now they are stating that it was unfairly considered when the proposals were evaluated. Mr. Stempler stated that the City Commission spent hours evaluating the proposals, which is the exact opposite of arbitrary or capricious. He said the City Commission exhibited thought and reason, and the comments demonstrated the foundations of the determination in the rankings. He said there is no reason to overturn the appeal and CGA has not raised a meritorious ground for it. When comparing CAP's proposal to CGA's, CAP provides a potential of up to \$150,000/annually of additional revenue, which is significant.

Carlos Penin, CAP President, stated that they are not here to present any new information; nonetheless, if the Commission has questions, they will be happy to answer them.

Mr. Stempler said the appeal is without merit and the City followed the Code and procedures, whereby, there was nothing arbitrary or capricious about the process; therefore, CAP requests for CGA's appeal to be denied.

Mr. Shomar said no new information was presented this evening, whereby, all information was previously provided. Thereafter, he commented on the events that have transpired thus far, as well as comments made during the September 15th commission meeting. Further, he stated that the Commission should consider the appeal, as the information relied upon and the resulting decision were driven by an agenda,

DEPARTMENTAL BUSINESS - CONTINUED

for change, which the facts do not support. Lastly, he stated that if the proposed change results in selecting an entity with less experience while relying on the same employees to provide the same services, then what exactly is the change the Commission is pushing.

Mayor Drosky opened the public hearing.

Donald Anderson, 400 Fairway Drive, Suite 106, Deerfield Beach, spoke in support of CGA.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, spoke in support of the change.

David Evanosky, 514 SE 7th Avenue, Deerfield Beach, said regardless of who is chosen, Deerfield Beach must implement an online permitting process.

Joe Cummings, 267 Oakridge P, Deerfield Beach, agreed that the Century Village main gate issue was not caused by CGA; nonetheless, he spoke in support of the change.

Justin Shiff, 180 SW 3rd Street, Pompano Beach, spoke in support of CGA.

Kevin Malek, CEO of Pharos Biosciences, 740 S. Powerline Road, Deerfield Beach, spoke in support of CGA and recommended putting it back out to bid.

Greg Havlusch, 907 SE 13th Street, Deerfield Beach, spoke in support of change.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in support of change.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of change.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in support of CGA. Thereafter, he expressed concerns with CAP, as he does not believe they have the staffing to support Deerfield Beach. Lastly, he stated that regardless of the outcome, he hopes it ends this evening.

John Slattery, 1455 SE 5th Place, Deerfield Beach, spoke in support of change.

Mayor Drosky closed the public hearing.

Mr. Soroka stated that per state law the item was open to public comment prior to take official action; nonetheless, he reminded the Commission that their determination should be based on the arguments presented by the firms, as well as all the evidence in the record, to include the backup information.

Commissioner Hudak expressed concerns with the Commission's decision being completely based on emotions and not on the vendor's capacity and ability, whereby, CGA is ten times the size of CAP. Additionally, CGA provides 45 full-time onsite employees exclusively to Deerfield Beach five days a week, whereby, CAP's proposal identified 15 full-time employees, two for each discipline, who are not exclusive to Deerfield Beach. Further, he said CAP will need 24-hour notification for onsite inspectors, whereby, CGA provides full-time daily onsite inspectors. Thereafter, he continued outlining CAP's deficiencies. Although he agreed that online permitting should be implemented, the delay does not fall on CGA; once leadership within the City's IT Department changed, the roadblocks were quickly eliminated. Thereafter, he commented on the number of permits issued, which does not equate to the number of complaints heard, and delays caused by other factors, i.e. contractors. Commissioner Hudak said this decision is about which organization can best serve the residents and businesses, and unfortunately, this Commission did not consider the facts when scoring, but relied on their emotions from the failed digital permitting project, negative feedback during their campaigns, and frustrations over the Century Village front gate. Lastly, he said although CGA is not perfect, their proposal has the ability to serve the City more efficiently.

Mayor Drosky reminded the Commission that the decision tonight is to be based on the appeal filed by CGA, which consists of 1) whether the Commission's decision was arbitrary or capricious and 2) if the Sunshine Law was violated, neither of which occurred in his opinion. Thereafter, he continued to express concerns with the basis of the appeal.

DEPARTMENTAL BUSINESS - CONTINUED

Vice Mayor Preston believes the Commission's decision was arbitrary or capricious due to the reference of David vs. Goliath, as it changed the conversation and narrative and can be viewed as a measure of misconduct; therefore, he believes there is merit to the appeal.

Commissioner Plaut provided a brief overview of the process, which he believes was done according to the City's policies and procedures; therefore, he supports the Protest's Committee's decision.

Thereafter, discussion ensued regarding CGA's appeal.

**MOTION was made by Commissioner Plaut, seconded by Commissioner Shanetzky, to deny CGA's appeal.
Roll Call:**

Yeas: 3 - Commissioner Plaut, Commissioner Shanetzky, and Mayor Drosky
Nays: 2 - Commissioner Hudak & Vice Mayor Preston

There was a brief recess from 10:19 p.m. to 10:23 p.m.

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - *None.*

CITY MANAGER - *None.*

CITY COMMISSION BUSINESS

8. Discussion regarding the selection of a voting delegate to the National League of Cities 2025 City Summit from November 20 - 22, 2025.

There was a brief discussion to select Commissioner Hudak as the voting delegate and Commissioner Plaut as the first alternate for the National League of Cities.

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

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

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

9. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending Resolution 2018/014 relating to rules of procedure for commission meetings to require a majority vote of the City Commission to extend city commission meetings past midnight; providing for conflicts and an effective date. (Deferred from October 21, 2025)

The Resolution was read by title only.

Commissioner Hudak said this will not require the meetings to end at midnight, but allow the Commission an opportunity to decide whether or not to continue past midnight.

Commissioner Shanetzky spoke in opposition to the Resolution as the Commission has the ability to table an item. Thereafter, he continued to speak in opposition to the Resolution.

Vice Mayor Preston said although Commissioner Hudak's recommendation is well intended, he agreed with Commissioner Shanetzky.

CITY COMMISSION BUSINESS - CONTINUED

Mayor Drosky opened the public hearing.

The following individuals spoke in opposition to Item 9:

Katy Freitag, 418 SE 2nd Street, Deerfield Beach.
John Slattery, 1455 SE 5th Place, Deerfield Beach.

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Plaut, seconded by Commissioner Shanetzky, to deny Item 9.

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

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

City Events - Commissioner Hudak said the Historical Society will host George was Here on Friday, November 7th from 6:00 p.m. to 9:00 p.m. and Saturday, November 8th from 1:00 p.m. to 8:00 p.m. at the Tigner Center. Further, the Public Safety Workshops will be held on Thursday, November 13th at 11:00 a.m. and 7:00 p.m. at the West Community Center, Saturday, November 15th at 11:00 a.m. in the Commission Chambers, and Monday, November 17th at 11:00 a.m. and 7:00 p.m. at the Tigner Center. Lastly, he encouraged everyone to attend.

COMMISSIONER SHANETZKY**DISTRICT 3**

District 3 - Commissioner Shanetzky provided various updates on ongoing projects and events throughout his district. Thereafter, he advised that Century Village will provide a bus shuttle to Century Village residents for the November 13th Public Safety Workshop.

SW 10th Street - Commissioner Shanetzky provided an update on the project.

Federal Government Shutdown - Commissioner Shanetzky briefly commented on the shutdown. Thereafter, he made a motion urging the U.S. Congress and President of the United States to ensure the immediate and full restoration of all federal government services and funding following the passage of the federal budget for fiscal year 2026.

Mayor Drosky opened the public hearing.

Joe Cummings, 267 Oakridge P, Deerfield Beach, stated that the President of the United States has nothing to do with the budget.

Mayor Drosky closed the public hearing. Further, he said although the motion is well intended, he spoke in opposition to the motion, as it puts a target on the City.

Commissioner Plaut asked for clarification on the motion.

Commissioner Shanetzky stated that although he knows nothing will get done, approving this resolution will make a statement.

Vice Mayor Preston spoke in support of the Resolution, as this commission must stand up for what is right.

MOTION was made by Commissioner Shanetzky, seconded by Vice Mayor Preston, urging the U.S. Congress and President of the United States to ensure the immediate and full restoration of all federal government services and funding following the passage of the federal budget for fiscal year 2026.

Yeas: 2 - Commissioner Shanetzky & Vice Mayor Preston
Nays: 3 - Commissioner Hudak, Commissioner Plaut, and Mayor Drosky

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Community Cares - Commissioner Shanetzky said the City has over \$30 million in reserves; therefore, he made a motion to donate \$20,000 to Deerfield Beach Community Cares and Nina's Place.

Thereafter, discussion ensued regarding the process for adding items to an agenda.

Commissioner Shanetzky made a motion, but it died due to lack of a second.

BSO Negotiations - In response to Commissioner Shanetzky's question, Anthony Soroka, City Attorney, replied that he's had discussions with BSO's legal counsel about the form of the agreement. Additionally, a meeting with BSO's command staff is scheduled for the middle of November.

City Hall - In response to Commissioner Shanetzky's question, Rodney Brimlow, City Manager, replied that the color palette came from the Community Appearance Board and was needed due to the construction from the HMGP Grant.

COMMISSIONER PLAUT**DISTRICT 4**

City Hall - Commissioner Plaut said new doors and windows were installed, so painting was necessary. Further, he received the color scheme from city staff prior to the building being painted.

Thank You - Commissioner Plaut thanked city staff for their efforts this year during all the Centennial events.

Tax and Finance Committee - Commissioner Plaut commented on meetings he's attended.

VICE MAYOR PRESTON**DISTRICT 2**

Breast Cancer Walk - Vice Mayor Preston said the event was a huge success, and recommended hosting similar events in the future.

Accolades - Vice Mayor Preston said there was a scheduling issue with a developer, whereby, they scheduled the meeting at the Bernard Adams Municipal Complex. Thereafter, he thanked Hillary Silverstone, Sustainability Coordinator, for her efforts. Additionally, he thanked all Deerfield Beach employees as their efforts do not go unnoticed and he's extremely appreciative.

MAYOR DROSKY

City Staff Recognition - Mayor Drosky agreed with Vice Mayor Preston, and recommended that employees be recognized at commission meetings.

Renaming of Broward County - Mayor Drosky received a phone call from a county commissioner who would like Deerfield Beach's stance on the proposed renaming of Broward County to Lauderdale County; therefore, he asked his colleagues for their opinion, as a response must be provided prior to the next commission meeting. Although he would be amenable to changing Broward County to another name, he disagreed with Lauderdale County.

After a brief discussion, it was the consensus of the Commission to keep the name as Broward County in lieu of Lauderdale County.

Business & Leadership Night - Mayor Drosky said the event will take place Thursday, November 6th at 6:00 p.m. at JM. Thereafter, he encouraged all to attend.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to adjourn the meeting at 11:23 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

Heather Montemayor, CMC, City Clerk

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

Monday, August 11, 2025 – 1:00 PM

TRUSTEES PRESENT: Valerie Hackett
Najaim Musto
David Evoy

TRUSTEES ABSENT: Lee Magnuson

OTHERS PRESENT: Scott Owens, Graystone Consulting
David Robinson, Sugarman & Susskind
Greg Abend, Foster & Foster
Dan Hurst, Member of the Public

1. **Call to Order** – Valerie Hackett called the meeting to order at 1:12 PM.
2. **Roll Call** – Greg Abend took roll call noting that Lee Magnuson was absent and confirmed quorum.
3. **Approval of Minutes**
 - a. May 12, 2025, quarterly meeting

The May 12, 2025, quarterly meeting minutes were approved as presented, upon motion by David Evoy and second by Najaim Musto; motion carried 3-0.

4. **Old Business** – None.
5. **New Business**
 - a. Proposed 2026 meeting dates
 - i. Greg Abend presented the proposed dates.
 - ii. Scott Owens asked that they be sent to him before being finalized.
 - b. Update on trustee terms
 - i. Greg Abend noted that as per the City Ordinance the upcoming election for Najaim Musto's seat would be done by the City Clerk's Office.
6. **Reports**
 - a. Graystone Consulting, Scott Owens, Investment Consultant
 - i. Quarterly report as of June 30, 2025
 1. Scott Owens updated the Board on the quarters returns noting Sawgrass's performance.
 2. Scott Owens noted that low employment and the possibility that the Federal Reserve would lower rates was stimulating the economy.
 3. David Envoy asked if the tech bubble in the late 90's early 2000's could occur again.

4. Scott Owens noted that the tech industry was much better established, and it was unlikely.
5. Further discussion was held regarding Artificial Intelligence (AI).
6. Scott Owens covered the returns. Total fund gross returns for the quarter were 5.78%, compared to the policy index of 5.98%. The 1, 3, 5, and 10-year trailing total fund gross returns were 8.35%, 9.93%, 8.80%, and 7.04%, respectively. Since inception (4/1/2011), the total fund gross returns were 7.59% compared to the policy index of 7.53%.
7. The market value of assets as of June 30, 2025, was \$51,183,232.
8. Scott Owens reviewed the plan allocations.
9. Scott Owens detailed the plans individual manager performance noting Sawgrass's risk vs. return.
10. David Evoy asked if Sawgrass would take less losses than Wedge in a bear market.
11. Scott Owens noted that Wedge also did a good job in protecting on the downside, but Sawgrass was better.
12. David Robinson asked if Sawgrass was functioning as it should.
13. Scott Owens noted that they were doing better than expected.
14. David Robinson asked what the consultant's recommendation was.
15. Scott Owens noted that he was trying to gauge the appetite of the Board.
16. Valerie Hackett noted that she was not comfortable with adding more risk considering how volatile the market had been recently.
17. Scott Owens noted that the plan was in compliance.

The Board voted to approve the quarterly investment report ending June 30, 2025, as presented, upon motion by David Evoy and second by Najaim Musto; motion carried 3-0.

7. Public Comments

- a. Dan Hurst inquired about the open seats on the Board and discussed the plan's investment strategies.

8. Reports (continued)

- a. Sugarman, Susskind, Braswell & Herrera, David Robinson, Board Attorney
 - i. David Robinson introduced himself noting his background with the firm.
 - ii. David Robinson reminded trustees to ensure their Form 1 had been completed.

9. Consent Agenda

- a. Paid invoices for ratification
 - i. Warrants #10 and #11
- b. New invoices for payment approval
 - i. None
- c. Fund activity report for the period May 6, 2025, through August 4, 2025

The consent agenda was approved as presented, upon motion by Valerie Hackett and second by David Evoy; motion carried 3-0.

The consent agenda was approved as presented, upon motion by Valerie Hackett and second by David Evoy; motion carried 3-0.

10. Staff Reports, Discussion, & Action

- a. Foster & Foster, Greg Abend, Plan Administrator
 - i. Transition update
 - 1. Greg Abend noted that a few minor things had come up since the last meeting, like updating the W-9.

The Board voted to approve Valerie Hackett to sign the W-9, upon motion by Valerie Hackett and second by David Evoy; motion carried 3-0.

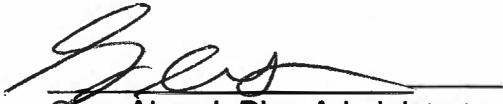
- ii. Educational opportunities
 - 1. Greg Abend covered the educational opportunities.

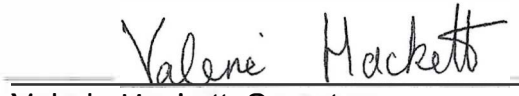
11. Adjournment – The meeting adjourned at 2:24 PM.

12. Next Meeting – November 10, 2025, at 1:00 PM

Respectfully Submitted By:

Approved By:


Greg Abend, Plan Administrator


Valerie Hackett, Secretary

Date Approved by the Pension Board:



Education Advisory Board (EAB)
Meeting Minutes
Wednesday, September 3, 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
 Marc Gave, District 3

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 May 12, 2025, meeting minutes. The MOTION was carried unanimously.

Presentation

Michelle Griffiths, Principal at Deerfield Beach Elementary.

- Deerfield Beach Elementary is currently a C school.
- They are obtaining more resources from the Broward County School District to assist with academics to try and raise the school grade to B.
- Their enrollment is down by 45 students.

Board Discussion

A. EAB Meeting Calendar

Mr. Salas reminded the board that meetings are on the first Wednesday of each month.

Mr. Gave asked the board to reschedule the meeting in October due to Yom Kippur.

The board agreed to reschedule for October 8, 2025.

B. EAB Housekeeping

Mr. Salas referred to board to the copy of the Education Advisory Board Rules and Regulations, City Ordinance No. 2021/005.

The board discussed various options our community can offer teachers.

C. Super Reader Event at Deerfield Beach Elementary

Mr. Salas asked the board if they would like to participate in the Super Reader event on Friday, October 24, 2025.

D. Block Party Debrief

Mr. Salas advised the board that we gave out 1500 backpacks, we gave out shoes and provided kids with haircuts. He would like to have the event indoors next year, if possible.

E. Deerfield Beach School Grades

Mr. Salas advised of the current school grades.

- Deerfield Beach High – A
- Deerfield Beach Middle – C
- Deerfield Beach Elementary – C
- Deerfield Park Elementary – B
- Park Ridge Elementary – C
- Tedder Elementary – C
- Quite Waters Elementary – B

F. Tutoring Opportunities

Mr. Salas stated that we are still going to engage in schools and tutoring opportunities.

- TutorMate
- Junior Achievement

G. EAB Initiatives

Mr. Salas advised the board to meet with their respective Commissioner and school principals regularly to ensure we are engaged and report back to the board. He would like the board to keep their pulse on the schools and see about ways they can help.

H. Guest Speaker Series

Mr. Salas asked the board who they would like to come and speak/present at the board meetings.

Ms. Fulmore–Tigner asked if the school guidance counselors and community partners can come in to give insight into what is going on with students and advise how the board can assist.

Mr. Lubin asked the board if they could try and get corporate sponsorships.

I. Poster Contest

Mr. Salas asked the board if we could ask the schools and students to participate in the poster contest and have their artwork displayed on shirts for Pioneer Days events.

Ms. Fulmore–Tigner asked if there was any other event besides Pioneer Day that a student could submit artwork for.

Mr. Salas advised that he is open to other events where students can submit a poster. The City will then use them for its shirts for the event.

Ms. Fulmore–Tigner stated that students used to paint murals in the community and this could be used as an art project or contest.

J. Subsidized Housing for School Board Employees

Mr. Salas asked Mr. Lubin to provide an update about subsidized housing for school board employees.. Mr. Lubin advised the board that Pompano Beach had approved to have subsidized housing. He has been in communication with Nora Rupert's office about housing for teachers.

K. Incentives for Teachers at Deerfield Beach Schools

Mr. Salas asked the board to try and reach out to the business community to see if they can offer any incentives for teachers.

Staff Updates

Mr. Salas stated that the City is participating in the First Day of School Event at all elementary schools.

Mr. Salas stated that he is seeking volunteers at the NE Focal Point at Braithwaite Center for Active Aging.

Board Updates

Deerfield Park Elementary – VACANT

Park Ridge Elementary – Ms. Fulmore–Tigner is assigned to this school.

Quiet Waters Elementary - Ms. Plaut didn't have any updates.

Deerfield Beach Elementary – Chair Lubin attended Math Night on March 19. They are going to have a PTA Fundraiser Event at Chuck E. Cheese from 3 pm – 9 pm.

Deerfield Beach Middle - Chair Lubin stated he attended the SAC and reported they missed being a B school by 3 points. They scored high in Math testing. He attended the Peggy Noland naming of the pool.

Deerfield Beach High School – Ms. Fulmore–Tigner is assigned to this school.

Tedder Elementary - Ms. Wyatt and Mr. Salas are assigned to this school. No updates at this time.

Board voting on Vice Chair

Ms. Plaut nominated Ms. Fulmore–Tigner to be Vice Chair of EAB.

Ms. Fulmore–Tigner nominated Ms. Plaut.

MOTION was made to nominate Ms. Fulmore–Tigner to the Education Advisory Board as Vice Chair. The MOTION was carried unanimously.

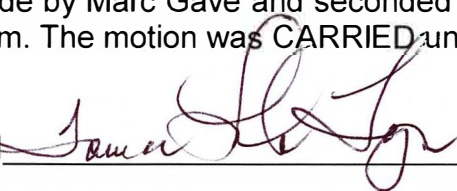
Comments from the Public

Raihaana Ali, a city resident, Deerfield Beach Community Fair is September 13, 2025, at Zion Lutheran from 10 am – 2 pm. Deerfield Beach High and Middle School food distribution is continuing.

Adjournment

MOTION was made by Marc Gave and seconded by Janice Fulmore-Tigner to adjourn the meeting at 7:04 pm. The motion was CARRIED unanimously.

Minutes approved



Date 05 Nov 2025

**CHARTER REVIEW BOARD
CITY OF DEERFIELD BEACH, FLORIDA
October 16, 2025
MEETING MINUTES**

A regular meeting of the Charter Review Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 6:36 p.m. in the City Commission Chambers by Chair Noland.

ROLL CALL

Present: Ms. Battle, Alternate
Ms. Hathaway, Alternate
Ms. Heck, Alternate
Mr. Medina, Alternate
Ms. Pascar
Vice Chair Ellington
Chair Noland

Also Present: Rodney Brimlow, City Manager
Anthony Soroka, City Attorney
Heather Montemayor, City Clerk

Absent: Mr. Bodewig
Ms. Chisholm
Ms. Diaz, Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE MINUTES

September 18, 2025

Vice Chair Ellington made a motion, seconded by Mr. Medina to approve the September 18, 2025 minutes as submitted. The motion carried unanimously.

APPROVAL OF THE AGENDA

October 16, 2025

Ms. Pascar made a motion, seconded by Ms. Heck to approve the October 16, 2025 agenda as submitted. The motion carried unanimously.

GENERAL ITEMS**A. Old Business****Discussion regarding map for Article II. Corporate Limits.**

After a brief discussion, it was the consensus of the Board to approve the proposed map.

Follow up review and discussion regarding Article III. Legislative.

Anthony Soroka, City Attorney, provided a brief overview of the recommendations made for Section 3.02(1)(2).

Vice Chair Ellington explained that she researched other governmental entities and found that the average residential requirement is six to twelve months.

Thereafter, discussion ensued regarding the residential requirement.

Mr. Medina recommended changing live to reside to keep the language consistent.

Chair Noland opened the public hearing.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, spoke in support of the two-year requirement, but recommended that it be a city-wide requirement, not district.

Maria LoRicco, 1551 SE 12th Street, Deerfield Beach, spoke in opposition to the two-year requirement.

Karen Shelly, 190 Durham D, Deerfield Beach, spoke in opposition to the two-year requirement.

Julie Rodriguez, 150 SE 7th Street, Deerfield Beach, spoke in support of the two-year term, and stated that they should live within their district.

Chair Noland closed the public hearing.

In response to Mr. Medina's question, Chair Noland replied that this change would not affect the current commission.

Ms. Pascas made a motion, seconded by Vice Chair Ellington to recommend a two-year city and district residential requirement prior to qualifying. The motion passed unanimously.

Mr. Soroka stated that language regarding online advertisement has been added to Section 3.03.

There were no objections.

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

Mr. Soroka provided a brief overview of the recommended changes in Section 3.04(1) regarding the March 2009 references. Additionally, he outlined the changes made to Section 3.04(2), whereby, 90 days was replaced with “within the time period provided by state law.”

There were no objections.

Thereafter, discussion ensued regarding moving the election from March to November.

Chair Noland opened the public hearing.

Janet Castrogiovanni, 1523 E. Hillsboro Blvd., Deerfield Beach, spoke in support of moving the election to November.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, spoke in support of moving the election to November. Thereafter, she suggested moving municipal government up on the ballot, should it be changed to November.

In response to Mr. Medina’s question, Heather Montemayor, City Clerk, replied that the cost for the last election was \$125,000, which was citywide.

Maria LoRicco, 1551 SE 12th Street, Deerfield Beach, spoke in support of moving the election to November.

Ms. Battle spoke in support of keeping the election in March, and requesting that it be advertised better.

Julie Rodriguez, 150 SE 7th Street, Deerfield Beach, spoke in support of moving the election to November.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, provided the Board with a handout. Thereafter, he spoke in support of moving the election to November and commented on a survey that was conducted regarding moving the election from March to November.

Chair Noland suggested that this handout be provided to the Commission with the Board’s final recommendation.

April Bolowich, 899 NE 4th Street, Deerfield Beach, spoke in support of moving the election to November.

Susan Silwanicz, 13 SW 11th Court, Deerfield Beach, spoke in support of moving the election to November.

Karen Shelly, 190 Durham D, Deerfield Beach, spoke in support of moving the election to November.

Chair Noland closed the public hearing.

Ms. Pascas spoke in support of moving the election from March to November.

Vice Chair Ellington expressed concerns with Mr. Herz publishing her work e-mail address, and asked that information be sent to her personal contact information. Additionally, she stated that the handout lists her as the Chair, but she's the Vice Chair. Further, she agreed with Ms. Battle, whereby, the education portion of the election must increase.

Ms. Pascas agreed that the community must be more educated on the March election.

After a brief discussion, Rodney Brimlow, City Manager, reminded the Board that City's elections are held in odd numbered years; therefore, if the election was moved to November, terms would either be shortened by four months or extended 20 months.

In response to Mr. Medina's question, Mr. Brimlow replied that the cost of the election is 1/50th of 1% of the City's budget.

After a lengthy discussion regarding moving the election from March to November, it was the consensus of the Board to have staff provide the statistics for the voter turnout.

Mr. Soroka stated that he's seen term dates extend, not shortened when election dates are changed; nonetheless, he wants to research further.

Chair Noland reopened the public hearing.

April Bolowich, 899 NE 4th Street, Deerfield Beach, asked why terms cannot overlap, i.e. have two commissioners in each district for a four-month period.

Chair Noland closed the public hearing.

After a brief discussion, it was the consensus of the Board to not make any changes to Section 3.04(3).

B. New Business

Discussion regarding a potential presentation from a ULI consultant.

In response to board member questions, Rodney Brimlow, City Manager, stated that there is not a timeframe for the Board to complete their review.

Vice Chair Ellington suggested bringing in the Urban Land Institute (ULI) or Redevelopment Management Associates (RMA) to assist with Article XI.

In response to Chair Noland's question, Mr. Brimlow replied that the Board can make this recommendation to the City Commission.

In response to Chair Noland's question, Vice Chair Ellington replied that the ULI advised that their smallest package is \$25,000. Thereafter, she commented on other cities utilizing the ULI during their charter review.

In response to Mr. Medina's question, Mr. Brimlow replied that once approved, it would be a six-to-eight-week process.

Thereafter, discussion ensued regarding bringing in a consultant to assist with Article XI.

Vice Chair Ellington stated that the ULI cannot attend the November 20th board meeting, so she requested to change the meeting or schedule a special meeting.

In response to Chair Noland's question, Vice Chair Ellington replied that both consultants will make their presentations at no cost.

In response to various board member questions, Mr. Soroka replied that although the members cannot speak to each other, they are able to speak to their elected official.

Vice Chair Ellington stated that she will work with city staff and coordinate with the consultants; however, she reiterated that the ULI cannot attend the November 20th board meeting.

Chair Noland opened the public hearing

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, suggested that an RFP be done since city funds are being utilized.

Chair Noland closed the public hearing.

In response to board member questions, Mr. Soroka clarified that the commission will ultimately make the decision to approve the expenditure. If approved, the City's Procurement Code would have to be followed, which he briefly outlined.

Vice Chair Ellington expressed concerns with the RFP process, as it is a lengthy process; nonetheless, she urged anyone with other recommendations to reach out to her or her colleagues.

After a brief discussion, it was the consensus of the Board to schedule a special meeting on October 27th, October 30th or November 3rd to have the ULI and RMA make presentations to the Board.

C. Discussion regarding potential adjustments to the Charter Review Board's proposed schedule.

Vice Chair Ellington said she does not want to start debating Article XI now, but would like her colleagues to begin reviewing Article XI, so they understand how the ULI or RMA can assist.

Anthony Soroka, City Attorney, stated that on November 20th, discussion will begin with Section 3.05.

PUBLIC INPUT

There was no public input.

ADJOURNMENT

Ms. Pascar made a motion, seconded by Ms. Heck to adjourn the meeting at 8:33 p.m. The motion CARRIED by unanimous vote.

PEGGY NOLAND, CHAIR

**CHARTER REVIEW BOARD
CITY OF DEERFIELD BEACH, FLORIDA
October 27, 2025
SPECIAL MEETING MINUTES**

A special meeting of the Charter Review Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 6:38 p.m. in the City Commission Chambers by Chair Noland.

ROLL CALL

Present: Ms. Chisholm
Ms. Diaz, Alternate
Ms. Pascar
Vice Chair Ellington
Chair Noland

Also Present: Eric Power, Deputy City Manager
Anthony Soroka, City Attorney
Heather Montemayor, City Clerk

Absent: Mr. Bodewig
Ms. Battle, Alternate
Ms. Hathaway, Alternate
Ms. Heck, Alternate
Mr. Medina, Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA

October 27, 2025

Vice Chair Ellington made a motion, seconded by Ms. Pascar to approve the October 27, 2025 agenda as submitted. The motion carried unanimously.

GENERAL ITEMS

B. New Business

Presentation by land use consultants and discussion and potential action regarding a recommendation to the City Commission regarding the Board's use of a land use consultant.

Nelson Stabile, Principal, Integra Chair of Mission Advancement, ULI Southeast Florida/Caribbean, provided a brief overview of the ULI, whereby, their mission is to assist communities with fostering responsible development.

Julie Medley, Executive Director, ULI Southeast Florida/Caribbean, highlighted a brief PowerPoint presentation, which included past engagements the ULI has had with Deerfield Beach. Ms. Medley explained that the ULI will put together a Technical Assistance Panel (TAP), which is comprised of six to seven real estate professionals, who are not current stakeholders of the City. She said the panel selection can be project based, i.e. Article XI of the City Charter; nonetheless, the ULI would need the City to prepare and provide the background information. Further, the panel is held over the course of two days, with the final report being submitted four to five days after, at a cost of \$25,000.

In response to Chair Noland's question, Ms. Medley replied that whatever area the Board decides upon would be their geographical focus.

Anthony Soroka, City Attorney, stated that Section 11.01 of the City Charter is specific to the area between the Intracoastal and Atlantic Ocean.

In response to various board member questions, Ms. Medley recommended hosting the meetings in a community facility, not commission chambers, so its more of an educational experience. Further, she recommended that a survey be completed by the residents, so the panelist has a better understanding of what residents want to see in the future. She stated that the survey questions are chosen by the Board/City, but recommended only having a few. Thereafter, she provided a brief overview of the timeline for the TAP, and recommended the \$25,000 TAP, as it has worked very well in the past for Deerfield Beach. She said the ULI would need one to two city staff contacts, who would act as the liaison.

In response to Chair Noland's question, Mr. Soroka replied that a cost would not need to be specified, whereby, the Board would only need to recommend the hiring of the ULI or another consultant.

In response to Vice Chair Ellington's comments, Mr. Soroka provided a brief overview of the Procurement Code. Thereafter, he suggested that the Board discuss what exactly they want the ULI or consultant to review and provide guidance on, so the Commission has a better understanding of what they are considering. Lastly, he explained that Section 11.01 of the Charter is the land development regulations that govern development on the beach, Section 11.02 addresses the protection of the parking areas on the beach, and Article VII pertains to voting requirements.

Vice Chair Ellington stated that she tried to get in touch with the Redevelopment Management Associates (RMA), but to no avail; nonetheless, she will continue to reach out. Thereafter, she thanked the ULI for their attendance.

Thereafter, Ms. Medley continued entertaining questions posed by the Board.

Eric Swanson, Director, StarCap Group LLC Governance Committee Member, ULI Southeast Florida/Caribbean, stated that there is no greater purpose for a ULI member than to serve as a TAP panelist, as it allows them to give back to the community. Further, he recommended that the Board and anyone else involved be very specific in their questions.

In response to Vice Chair Ellington's question, Mr. Stabile replied that in order to receive buy-in from business owners there will have to be ways to make investments attractive in a responsible manner. Thereafter, he briefly commented on changes made to Wilton Manors.

Ms. Medley stated that once the vision for Deerfield Beach is established, investors will get excited about investing.

Thereafter, Ms. Medley continued entertaining questions posed by the Board.

In response to board member questions, Eric Power, Deputy City Manager, replied that the point of contact would be someone from the Planning & Development Services Department.

Chair Noland opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in support of the ULI. Thereafter, he recommended that the Board provide them with more specific direction. Lastly, he recommended that the ULI incorporate the Live Local Act into their research.

Chair Noland closed the public hearing.

Thereafter, discussion ensued regarding the timeline, as well as the scope of services.

Motion was made by Vice Chair Ellington, seconded by Ms. Diaz to recommend hiring the ULI to guide the Board with Article XI of the Charter.

In response to Vice Chair Ellington's question, Mr. Soroka replied that he, along with city staff will work with the City Manager on adding their item to an upcoming agenda.

PUBLIC INPUT

There was no public input.

ADJOURNMENT

Ms. Pascar made a motion, seconded by Ms. Chisholm to adjourn the meeting at 8:12 p.m. The motion CARRIED by unanimous vote.

PEGGY NOLAND, CHAIR



**City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Thursday, October 09, 2025
Johnny L. Tigner Center | 445 SW 2nd Street**

CALL TO ORDER/ROLL CALL

Chair Strowbridge called the meeting to order on the above date at 6:35 p.m.

Present: Chair Strowbridge
Mr. Hill
Ms. Ffolkes - *tardy*
Ms. McMillon

Absent: Ms. Ferreiro (alternate)
Ms. Rolle (alternate)
Vice Chair Mitchell

Also Present: Vernon Neeley, Community Engagement & Special Events Coordinator
Jessica King, Manager I of Special Events
Greg Warner, Director of Parks and Recreation
Milton Collins, City Attorney's Office

COMMENTS FROM THE PUBLIC

NONE.

Approval of September 11, 2025, Minutes

MOTION was made by Ms. McMillon, seconded by Mr. Hill, to approve the minutes as submitted. The motion PASSED unanimously.

OLD BUSINESS

In response to Chair Strowbridge's comment, Vernon Neeley, Community Engagement & Special Events Coordinator, stated that every event will have a mission statement, whereby, the MLK Day theme was previously voted on and this evening the Board will discuss and vote on the theme for the Black Heritage Banquet.

In response to board member questions, Mr. Neeley replied that he will follow up with the time frame of MLK Day, as well as the logistics of the show and report back at the next meeting.

NEW BUSINESS

Vernon Neeley, Community Engagement & Special Events Coordinator, provided a brief overview of upcoming events for the month of October and November.

Thereafter, discussion ensued regarding MLK Day.

Mr. Neeley presented the Board with three different logos created for the event that would be included in flyers, promos, applications, etc.

MOTION was made by Ms. McMillon, seconded by Mr. Hill, to move forward with Option 2, which features a navy background with clouds and emphasizes the importance of the words displayed. The motion PASSED unanimously.

Thereafter, discussion ensued regarding the selection of musical talent for MLK Day.

Mr. Neeley provided soundbites and video clips of several bands, including the band previously suggested by the Board.

In response to board member questions, Mr. Neeley replied that one band would be selected to perform for the entire event. Thereafter, the bands were presented, which included Pan Paradise, FM Band, The Fusion Band, Remix Band, and the ReaXtion Band.

MOTION was made by Ms. McMillon, seconded by Ms. Ffolkes, to select the FM Band to perform at the MLK Day Celebration. The motion PASSED unanimously.

Mr. Neeley commented on the MLK Day parade applications with the current award categories and suggested merging “Best Youth Group” and “Best School Entry” into a new category titled “Youth Involvement.” He also proposed adding a new category, “Crowd Pleaser.”

Thereafter, discussion ensued regarding the proposed award categories.

MOTION was made by Ms. McMillon, seconded by Mr. Hill, to approve six award categories for the 2026 MLK Day Celebration: Crowd Favorite, Youth Involvement, Best Civic Group, Best Church Entry, Best Marching Band, and Most Creative The motion PASSED unanimously.

Mr. Neeley provided a brief overview of the MLK Day Parade application process, which will move to an online platform to simplify submissions and provide automatic copies for both applicants and staff. Thereafter, he presented the venue options for the 2026 Black Heritage Banquet, whereby, after staff’s review, it was determined that the Johnny L. Tigner Center remains the best option both logistically and financially.

MOTION was made by Ms. McMillon, seconded by Ms. Ffolkes, to select the Johnny L. Tigner Center as the venue for the 2026 Black Heritage Banquet. The motion PASSED unanimously.

Thereafter, Mr. Neeley presented several logo options based on the two theme concepts discussed at the previous meeting.

The Board reviewed the logos and agreed that staff will revise both the circular and linear versions in black and gold, with a more legible script, to present at the next meeting.

MOTION was made by Ms. McMillon, seconded by Mr. Hill, to move forward with the theme "Strength in our Stories, Power in our Presence" in black and gold, for the 2026 Black Heritage Banquet. YEAS: Mr. Hill, Ms. McMillon, and Chair Strowbridge. NAYS: Ms. Ffolkes. Motion PASSED by a 3 - 1 vote.

Thereafter, the Board and staff discussed the creation of a youth scholarship award to be presented at the Black Heritage Banquet.

Greg Warner, Director of Parks and Recreation, recommended that the Board pursue sponsorships to fund the scholarship.

Mr. Neeley suggested establishing a minimum donation amount and creating a formal sponsorship letter, which will be presented to the Board for their review at the next meeting.

BOARD MEMBER REPORTS

Ms. McMillon thanked staff for a productive meeting.

Chair Strowbridge also thanked Mr. Neeley. Thereafter, she asked for clarification on the budget increases for MLK Day and Juneteenth.

Thereafter, there was a brief discussion regarding both event budgets.

COMMENTS FROM THE ATTORNEY

NONE.

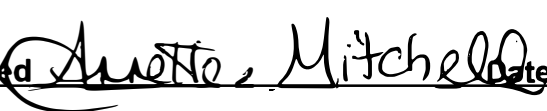
NEXT MEETING

Chair Strowbridge stated that the next meeting will be held on Thursday, November 13, 2025 at the Johnny L. Tigner Center at 6:30 p.m.

ADJOURNMENT

MOTION was made by Ms. McMillon, seconded by Mr. Hill, to adjourn the meeting at 7:37 p.m. The motion PASSED unanimously.

Minutes Approved

 Date Nov. 13, 2025

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, October 13, 2025
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

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

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Robert Andrews, District Accountant
Kimberly Longo, District Secretary
Zak Bedell, Foth Environment and Infrastructure, LLC (via
Zoom)
Ben Gross, Project Coastal Engineer, Foth Environmental
and Infrastructure, LLC

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

APPROVAL OF MINUTES: A Motion to approve the September 15, 2025 Regular Meeting Minutes was made by Vice Chair Gore and seconded by Commissioner Loesel.

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

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

A Motion to approve the September 15, 2025 First Budget Meeting Minutes was made by Vice Chair Gore and seconded by Commissioner Campbell.

Chair Denise Bryan
Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Tyler Chappell

Commissioner Randy Strauss
Commissioner Robert O'Neill
Commissioner Tom Campbell

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

A Motion to approve the September 22, 2025 Second Budget Meeting Minutes was made by Commissioner Loesel and seconded by Vice Chair Gore.

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

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

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Vice Chair Gore and seconded by Commissioner Chappell for approval of all outstanding bills in the amount of \$80,960.37. The bills were reviewed and discussed in detail.

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

The Motion to approve the outstanding bills in the amount of \$80,960.37 was approved unanimously. (7-0)

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

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

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

INLET STATUS REPORT: Captain Draughon presented the Inlet depth chart which depicted eight (8') feet controlling depth shoreward and four (4') feet controlling depth shoreward. There was 39 hours dredging time, resulting in about 17,550 yd ³ of sand bypassed to Pompano Beach.

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

1. Replaced hydraulic hoses;
2. Repairs to the safety railings;
3. Installed a new electrical main power box for the auxiliary engine (safer to turn the power on and off);
4. Chipping and painting on the crane, added new coating; and
5. Winch wire and ladder wire on the dredge, replaced

Captain Draughon advised the Board that the crew is running the bulldozer but the sand gets washed away. It is a constant battle of weather and tides.

He also advised that the crew threw some drain rock on the parking lot to help with the standing water.

The crew has also been doing lots of dredging and bypassing. Captain Draughon also provided an explanation of clearing sand from channel.

PUBLIC COMMENTS: None.

OLD BUSINESS

UPDATE REGARDING DEP AND USACOE PERMIT APPLICATIONS: Ben Gross of Foth Environment and Infrastructure, LLC advised the Board that there are no substantial updates with DEP and that the District authorized a 90 day waiver for the issuance of the sand bypass/maintenance permit.

Mr. Gross advised regarding the ACOE permit, the consultation with the National Marine Fisheries is still ongoing and advised that the shutdown is causing delay.

Mr. Gross advised that the final assessment was issued. The total cost to be approved by the State is \$1,200,00.00 for the 2026-2027 fiscal year.

UPDATE REGARDING DREDGE CONTRACT NEGOTIATIONS: Attorney Tolces advised the Board that the District did receive comments back from Ellicott relating to the specifications of the dredge. He advised that some of the items of the specifications were modified in the RFP process and there were a few more points. Attorney Tolces asked Captain Draughon to review and asked him to advise which ones are okay to be modified.

AMENDMENT TO AGENDA: Vice Chair Gore made a motion to for an amendment to the agenda and seconded by Commissioner Losel to discuss having a Resolution on the November agenda to provide for an economic incentive payment to District employees.

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

The Motion to amend the agenda to discuss having a Resolution on the November agenda to provide for an economic incentive payment to District employees was approved unanimously. (7-0)

NEW BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces advised the Board that the millage rate and budget was submitted.

Attorney Tolces also advised that the Pollution Liability insurance renewal with Risk Strategies in the amount of \$2,580.00 was renewed

Attorney Tolces advised the Board that he has a conflict and cannot attend the November 17, 2025 meeting and stated that attorney Debra Reese can attend in his place. Chair Bryan stated that attorney Reese can attend the meeting for attorney Tolces.

COMMISSIONER COMMENTS: Chair Bryan advised that the Beach and Shores Conference is November 5, 2025 at the Coral Ridge Yacht Club for who is interested in attending.

ADJOURNMENT: Motion was made by Commissioner Chappell to adjourn the meeting and seconded by Commissioner Strauss. The meeting was adjourned at 6:52 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
October 8, 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
James Giasullo, Jr., Alternate
Jack Hugentugler
Jason Leet
Scott Mulheron
Joseph Cummings, Chair

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

Absent: Janelle Richards, Vice Chair, Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Ms. Fink to approve the September 10, 2025 meeting minutes. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7217 Taco Bell
3780 W. Hillsboro Blvd
Paint Change**

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

Anthony Barchanowicz, representing the applicant, explained that the proposed changes include a paint change, white and beige, which will match the surrounding shopping center. Additionally, the trim of the building will be purple.

Chair Cummings spoke in support of the project.

In response to Mr. Hugentugler's question, Mr. Barchanowicz replied that there will be no changes to the tile roof.

Mr. Hugentugler made a motion, seconded by Mr. Mulheron to approve Item #7217 as submitted. The motion CARRIED by unanimous vote.

**#7216 Seaside Center
2060 – 2084 NE 2nd Street
Paint Change**

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

Thereafter, he provided a brief overview of the item.

Van Anastasiou, representing the applicant, explained that the proposal includes a paint change, which was done without board approval. Upon receipt of a code enforcement notice, the applicant submitted a building permit.

Mr. Mantell said the applicant proposed one color to the north façade due to the extensive amount of glass and windows in the front of the building. Further, he stated that the far east façade will have a 15% band on the top, which will be a reflection of the roof color Tradewind.

Ms. Fink made a motion, seconded by Mr. Leet to approve Item #7216 as submitted. The motion CARRIED by unanimous vote.

**#7218 Sample Plaza Landscape Improvements
3750 – 3774 NE 3rd Avenue
Minor Site Plan**

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

Karen Bucci, representing the applicant, explained that the proposed changes include landscape improvements to address deficiencies from a code violation, whereby, no changes will be made to the building.

In response to Mr. Hugentugler's question, the landscape improvements were made utilizing the City's Landscape Development Code which is more stringent than Broward County's.

Mr. Hugentugler made a motion, seconded by Mr. Mulheron to approve Item #7218 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach Assistant City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said the next meeting will be held on October 22, 2025.

New Employee - Mr. Mantell introduced Laurie Harari, Senior Planner.

Mr. Hugentugler made a motion, seconded by Mr. Mulheron to adjourn the meeting at 7:12 p.m. The motion CARRIED by unanimous vote.

Joseph Cummings, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
October 22, 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 7:04 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Cummings.

Roll Call:

Present: Jason Leet
Scott Mulheron
Joseph Cummings, Chair

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

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

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES OF PREVIOUS MEETING

None.

NEW & DEFERRED ITEMS

**#7220 DB 2151 Landscape Project
2151 W Hillsboro Blvd
Minor Site Plan**

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

Aron Mandel, representing the applicant, explained that the proposed changes include landscape improvements to address deficiencies from a code violation, whereby, no changes will be made to the building.

In response to Chair Cummings' question, Emily Cortez, Planner I, replied that the plans are in compliance with the notice of violation.

Thereafter, there was a brief discussion regarding the uneven sidewalk needing improvement.

Mr. Leet made a motion, seconded by Mr. Mulheron to approve Item #7220 as submitted. The motion CARRIED by unanimous vote.

Thereafter, there was a brief discussion regarding the specific requirements needed prior to applications being presented to the Board, as well as recommendations the Board can make to applicants prior to final approval.

Comments by Deerfield Beach Assistant City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

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

Mr. Leet said he will be unable to attend the next meeting.

Mr. Leet made a motion, seconded by Mr. Mulheron to adjourn the meeting at 7:14 p.m. The motion CARRIED by unanimous vote.

Joseph Cummings, Chair
Community Appearance Board



Regular City Commission Meeting - December 2, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, December 2, 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 December 2, 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 December 2, 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 December 2, 2025.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84485151461?pwd=EWdKmpo5KthwWKCkHkFzighWZwRiHw.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: 844 8515 1461#, Participant ID: #, Passcode: 031861#

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 December 2, 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. 2025-585

Agenda Date: 12/2/2025

Status: PUBLIC HEARINGS -
SECOND READING

In Control: City Commission

Title

P.H. 2025-010: ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTIONS 2-377 "CODE ENFORCEMENT CITATION PROCEDURES" AND 2-378 "SCHEDULE OF CIVIL PENALTIES" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO ESTABLISH THE PROCESS AND PENALTIES FOR ENFORCEMENT OF SNIPE SIGN VIOLATIONS AND OTHER CODE VIOLATIONS RELATED TO TEMPORARY SIGNS BEING INSTALLED IN THE PUBLIC RIGHTS-OF-WAY OR ON CITY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's Code of Ordinances currently addresses general code enforcement matters under Chapter 2, Article VI, including the general penalty for violating provisions of the Code where no specific penalty is provided.

Snipe Signs are defined in the City's Land Development Code to mean "a sign of any material, including paper, cardboard, wood and metal, when tacked, nailed or attached in any way to trees, telephone poles, utility poles, stakes, fences, the ground or other objects."

Snipe signs, which are often placed on utility poles, in medians, and in other public rights-of-way, create a visual clutter and can pose safety concerns. Snipe Signs are currently prohibited from being installed under the City's Land Development Code. Additionally, other temporary signs are prohibited from being placed, erected or maintained in the public right-of-way or on any public property.

Current Activity

The City's code enforcement staff spends a considerable amount of time removing a significant amount of prohibited snipe signs and temporary signs from the City's rights-of-way and other City property. However, traditional code enforcement procedures and penalties have not effectively deterred violators from continuing to place illegal snipe signs and temporary signs in the public rights-of-way or on public property.

The proposed Ordinance amends Section 2-377 of Article VI, "Code Enforcement," of Chapter 2, "Administration," of the City Code of Ordinances to establish a defined process and additional enforcement mechanisms for the enforcement of snipe sign and temporary sign violations, including the issuance of civil citations and notices to appear in court to violators. The amendment provides

that the person in violation of the snipe sign prohibition (or installing other temporary signs in the public rights-of-way) shall be presumed to be the person, business entity, or organization whose name or other identifying information is displayed in the sign's text or illustrations, and that person shall be presumed to be the person, business, entity, or organization who ordered, directed, or otherwise allowed the snipe sign or temporary sign to be placed in the public right-of-way, on public property or within the City. The Ordinance includes increased penalties for subsequent violations and requires a mandatory court appearance upon the issuance of a fourth violation (and for each subsequent violation thereafter). Additionally, the Ordinance amends the schedule of civil penalties set forth in Section 2-378 to address the proposed enhanced enforcement and penalty process.

The Ordinance aims to strengthen enforcement of and compliance with the City's aesthetic and safety standards regarding snipe signs and temporary signage, and to deter repeat violations.

Following approval of the Ordinance on First Reading, the Ordinance has been amended to: (1) provide the ability for a code enforcement officer to issue a warning if the code enforcement officer determines that a snipe sign or temporary sign violation is the first violation by the violator and there are mitigating circumstances with respect to the violation, and (2) clarify the ability to contest such violations by requesting a hearing within 15 days of receipt of the citation.

ORDINANCE NO. 2025/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTIONS 2-377 “CODE ENFORCEMENT CITATION PROCEDURES” AND 2-378 “SCHEDULE OF CIVIL PENALTIES” OF ARTICLE VI “CODE ENFORCEMENT” OF CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE OF ORDINANCES TO ESTABLISH THE PROCESS AND PENALTIES FOR ENFORCEMENT OF SNIPE SIGN VIOLATIONS AND OTHER CODE VIOLATIONS RELATED TO TEMPORARY SIGNS BEING INSTALLED IN THE PUBLIC RIGHTS-OF-WAY OR ON CITY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Article IV of Chapter 2 of the City Code of Ordinances (the “City Code”) establishes the Code Enforcement Procedures, Process and Penalties for violations of the City Code; and

WHEREAS, Section 102-7 of the City’s Land Development Code specifically prohibits and makes it unlawful for a person, business or person in charge of a business to: (i) erect, attach or place; (ii) cause to be erected, attached or placed; or (iii) permit or suffer to be erected, attached or placed; or (iv) permit or suffer to continue to be as erected, attached, or placed (except as to certain nonconforming signs within the limitations set forth in this section) within the City certain signs enumerated in Code Section 102-7, including Snipe Signs; and

WHEREAS, the City Code also prohibits temporary signs from being placed, erected, or maintained in the public right-of-way or on any public property; and

WHEREAS, there has been a proliferation of prohibited temporary signs, including snipe signs, being placed within the City rights-of-way and on City property, and such signs cause traffic hazards, unsightly clutter on or near City-owned infrastructure, are an overall nuisance and detract from the aesthetics of the City; and

WHEREAS, the City’s Code Enforcement Division disposed of many thousands of such signs within the last year and the City’s traditional code enforcement process has not effectively deterred violators from continuing to violate the City Code relating to snipe signs and temporary signs; and

WHEREAS, in order to strengthen enforcement of snipe sign and temporary sign code violations and hold the responsible businesses and individuals accountable for violating the City Code, the City Commission desires to amend Sections 2-377 “Code enforcement citation procedures” and Section 2-378 “Schedule of Civil Penalties” of the City Code to enhance the City’s enforcement and penalties process for snipe sign and temporary sign code violations.

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

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

Section 2. Section 2-377 “Code Enforcement Citation Procedures” of Chapter 2 “Administration,” Article VI “Code Enforcement” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 2 ADMINISTRATION

ARTICLE IV. – CODE ENFORCEMENT

* * *

Sec. 2-377.- Code enforcement citation procedures.

(b) Citation procedure.

(2) (a) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a city code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be not more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, the code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer shall not be required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare, if a repeat violation is found or if the violation is irreparable or irreversible.

(b) Snipe Sign and Temporary Sign Violations.

- (1) For a violation of city code Section 102-7 relating to prohibited snipe signs or a violation of Section 102-12 relating to temporary signs being prohibited from being installed in the public rights-of-way or on other public property, the person in violation of these sections shall be presumed to be the person, business entity, or organization whose name or other identifying information is displayed in the sign’s text or illustrations, and that person shall be presumed to be the person, business, entity, or organization who ordered, directed, or otherwise allowed the snipe sign or temporary sign to be place in the public right-of-way, on public property or within the

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~striketrough~~. Grey shading reflects changes from First Reading.

City. This presumption may be rebutted by competent substantial evidence to the contrary.

- (2) A code enforcement officer may issue a notice to appear in court or a civil citation with a fine to the person, business entity, or organization the code officer believes to be in violation of Section 102-7 relating to prohibited snipe signs or in violation of Section 102-12 relating to temporary signs being prohibited from being installed in the public rights-of-way or on other public property, for each sign in violation, in the amounts set forth in subsection (c) below. A notice to appear shall be issued by the code officer and a Court appearance shall be mandatory for the fourth violation of such code violations by the same person, business entity, or organization (and for all subsequent violations after the fourth violation). In the event a mandatory court appearance is required, the citation or notice to appear must clearly inform the violator of such mandatory appearance. Violators required to appear in court under this subsection shall not have the option of paying the civil penalty to avoid such Court appearance.

- (5) A citation issued shall be subject to contest before county court or the special magistrate, as may be provided by city code and applicable law.

(c) *Penalties.*

- (5) Penalties relating to snipe sign and temporary sign violations pursuant to subsection (b)(2)(b) above shall be as follows for each violation:

(a) First violation	\$100.00
(b) Second violation	\$200.00
(c) Third violation	\$300.00
(d) Fourth violation and all subsequent violations	\$500.00

Notwithstanding the above penalties, if the code enforcement officer determines that a snipe sign or temporary sign violation is the first violation by the violator and there are mitigating circumstances with respect to the violation, the code enforcement officer may issue a warning in lieu of a written citation.

A violator may pay the applicable civil penalty amounts above and the costs of removal and disposal of the violator's signs within 15 days of the date of receiving the citation. If the person cited makes timely payment of the penalty, he or she shall be deemed to have admitted the civil infraction and to have waived his or her right to a hearing on the issue of the commission of the violation.

1. If a violator fails to pay the civil penalty within 15 calendar days of receipt of the citation, and fails to request a hearing to contest the citation within such 15 day

period, an additional amount of \$25 shall be assessed as a late fee for each citation that remains unpaid after the initial 15 day period.

2. If a violator fails to pay the civil penalty within the time allowed, or request a hearing to contest the citation, or fails to appear in court or at a code enforcement hearing to contest the citation when a hearing has been requested, the person shall be deemed to have waived his or her right to contest the citation and, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty, not to exceed \$500 per violation.

Section 3. Section 2-378 “Schedule of Civil Penalties” of Chapter 2 “Administration,” Article VI “Code Enforcement” of the City Code of Ordinances is hereby amended to read as follows:

Chapter 2 ADMIMISTRATION

ARTICLE IV. – CODE ENFORCEMENT

* * *

Sec. 2-378. - Schedule of civil penalties.

(a) The following City Code provisions are enforceable pursuant to the procedures described in this division and violators of such provisions shall be subject to the following penalties when enforced pursuant to this division:

Section	Description	Penalty
Sec. 2-1(c)	City seal and city logo:	
	First violation	\$250.00
	Second violation	\$500.00
Sec. 2-453	City authorization required for use of rights-of-way	\$250.00
Sec. 2-453	Placement and maintenance of communications facilities	\$250.00
Chapter 2, Article X	Lobbyist Registration Requirements	\$500.00
Sec. 2-541	Permit required for special events	\$250.00
Sec. 6-32	Alcoholic Beverage Establishments Sales Hours	\$500.00
Sec. 6-33	Alcoholic Beverage Establishments Noise	\$500.00
Sec. 6-35(a)	Private Clubs Hours of Operation	\$500.00
Chapter 10	Animals	\$250.00
Sec. 14-2	Holiday displays on city property	\$250.00

Section	Description	Penalty
Chapter 34, Article V	Florida Friendly Fertilizer Use	\$250.00
Sec. 46-4	Fishing from Bridges	\$100.00
Sec. 46-13	Trees, bushes and shrubs—Encroaching on public right-of-way	\$200.00
Sec. 46-14	Trees, bushes and shrubs—Encroaching on property of others	\$200.00
Sec. 46-26	Placement of Handbills	\$200.00
Sec. 46-27	Shopping Cart Removal	\$200.00
Sec. 46-31	Open Burning	\$500.00
Chapter 58	Solid Waste	\$200.00
Sec. 62-27	Engineering and Utility Improvements	\$250.00
Chapter 70, Article IV	Water Conservation	\$200.00
Sec. 70-192	Engineering & Utility Improvements	\$250.00
Chapter 98	Land Development Regulations	\$250.00
Chapter 102	Signs <u>(except as otherwise provided in Section 2-377(b)(2)(b) of the City Code)</u>	\$200.00

(b) Any violation of the City Code enforced pursuant to the procedures set forth in this division that is not provided for above or elsewhere within this Division 3 shall be assessed a civil penalty of \$100.00.

Section 4. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. That this Ordinance shall take effect immediately upon adoption on second reading.

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

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

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

BUSINESS IMPACT ESTIMATE¹

Meeting Date: December 2, 2025

Agenda Item No. 2

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

The City of Deerfield Beach's Code of Ordinances addresses general code enforcement matters under Chapter 2, Article VI, including the general penalty for violating provisions of the Code where no specific penalty is provided.

Snipe Signs are defined in the City's Land Development Code to mean "a sign of any material, including paper, cardboard, wood and metal, when tacked, nailed or attached in any way to trees, telephone poles, utility poles, stakes, fences, the ground or other objects." Snipe signs, which are often placed on utility poles, in medians, and in other public rights-of-way, create visual clutter and can pose safety concerns. Snipe signs are currently prohibited from being installed under the City's Land Development Code. Additionally, temporary signs are prohibited from being placed, erected or maintained in the public right of way or on any public property.

The proposed ordinance amends Section 2-377 of Article VI, "Code Enforcement" of Chapter 2, "Administration" of the City Code of Ordinance to establish a defined process and additional enforcement mechanisms for the enforcement of snipe sign and temporary sign violations, including the issuance of civil citations and notices to appear in court to violators. The proposed ordinance provides that a person in violation of the snipe sign prohibition (or installing other temporary signs in the public rights-of-way) shall be presumed to be the person, business entity, or organization whose name or other identifying information displayed in the sign's text or illustrations, and that person shall be presumed to be the person, business entity, or organization who ordered, directed, or otherwise allowed the snipe sign or temporary sign to be placed in the public right-of-way or on public property within the City. The proposed ordinance includes increased penalties for subsequent violation and requires a mandatory court appearance upon the issuance of a 4th violation(and for each subsequent violation). Further, the proposed ordinance amends the schedule of civil penalties set forth in Section 2-278 to address the proposed enhanced enforcement and penalty process.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: Unknown at this time. Dependent upon business violating the City's Ordinance.
- b. New Charges/Fees on Businesses Impacted: none
- c. Estimate of Regulatory Costs: Unknown at this time.

Good Faith Estimate of Number of Businesses Likely Impacted: Unknown at this time.

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

-
4. Ordinances required to implement a contract/agreement;
 5. Emergency ordinances;
 6. Ordinances relating to procurement;
 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).
 - e. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-535

Agenda Date: 12/2/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with the Town of Hillsboro Beach for fire and emergency medical services for a one-year term with four, one year renewal options; authorizing the City Manager to execute the Interlocal Agreement; providing for severability, 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 Town of Hillsboro Beach (the "Town") presently does not maintain a fire and emergency medical services department with firefighting and emergency medical equipment and personnel. Section 163.01, Florida Statutes, authorizes governmental entities to enter into interlocal agreements to provide for aid and assistance, such as for fire and emergency medical services. For several years, the City of Deerfield Beach (the "City") has provided fire and emergency medical services (the "Services") to the Town through an interlocal agreement.

The City currently receives Fire and Emergency Medical Services pursuant to the transition provisions of a contract with the Broward Sheriff's Office ("BSO").

The City currently has the capacity to service the Town through the BSO Contract during the transition period or through a new BSO contract.

Current Activity

The City and the Town desire to enter into an interlocal agreement for the City to provide the Services to the Town for a one year term (Oct. 1, 2025 - Sept. 30, 2026), with four, one year renewal options. City staff has negotiated the Interlocal Agreement with the Town with compensation to the City in the amount of \$1,087,127.64 for Fiscal Year 2026. If the Interlocal Agreement is renewed by the parties, the annual compensation (Annual Service Fee) for future fiscal years shall be an amount equal to 2.75% of the City's total budgeted cost of providing Fire Rescue Services.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF HILLSBORO BEACH FOR FIRE AND EMERGENCY MEDICAL SERVICES FOR A ONE YEAR TERM WITH FOUR, ONE YEAR RENEWAL OPTIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the Town of Hillsboro Beach (the “Town”) presently does not maintain a fire and emergency medical services department with firefighting and emergency medical equipment and personnel; and

WHEREAS, the City of Deerfield Beach (the “City”) currently receives fire and emergency medical services pursuant to the transition provisions of a contract with the Broward Sheriff’s Office (the “BSO Contract”); and

WHEREAS, Section 163.01, Florida Statutes, authorizes governmental entities to enter into interlocal agreements to provide for aid and assistance, such as for fire and emergency medical services; and

WHEREAS, for several years, the City has provided fire and emergency medical services (the “Services”) to the Town through an interlocal agreement; and

WHEREAS, the City currently, through the BSO Contract during the transition period or through a new BSO contract, has the capacity to service Hillsboro Beach; and

WHEREAS, the Town and the City desire to enter into an interlocal agreement, attached as Exhibit “1”, for a one year term, with four, one year renewal options, for the City to provide Services to the Town (the “Interlocal Agreement”); and

WHEREAS, recognizing that the facilities are owned by the City and that the Services to be provided to the Town are being paid for by the City, the Town has agreed to compensate the City for the Services to the Town in the amount of \$1,087,127.64 for Fiscal Year 2026; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Interlocal Agreement with the Town, attached as Exhibit “1”, for the provision of the Services to the Town.

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

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

Section 2. The City Commission hereby approves the Interlocal Agreement with the Town, attached as Exhibit “1”, for the provision of the Services to the Town.

Section 3. The City Manager is hereby authorized to execute the Interlocal Agreement with the Town, attached as Exhibit “1”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. 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 ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**INTERLOCAL SERVICE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH AND
THE TOWN OF HILLSBORO BEACH**

THIS AGREEMENT (“Agreement”) is entered into as of the 1st day of October 2025, by and between the CITY OF DEERFIELD BEACH, FLORIDA, a Florida municipal corporation, (the “CITY”) and the TOWN OF HILLSBORO BEACH, FLORIDA, a Florida municipal corporation (the “TOWN”).

WITNESSETH

WHEREAS, the Town of Hillsboro Beach presently does not maintain a Fire and Emergency Medical Services Department with firefighting and emergency medical equipment and personnel; and

WHEREAS, for several years, the City of Deerfield Beach has provided Fire and Emergency Medical Services to the Town of Hillsboro Beach through interlocal agreement; and

WHEREAS, the City of Deerfield Beach currently receives Fire and Emergency Medical Services pursuant to the transition provisions of a contract with the Broward Sheriff's Office (“BSO”), which is attached as Exhibit A (the “BSO Contract”); and

WHEREAS, the Town of Hillsboro Beach acknowledges that BSO provided a notice of termination of the BSO Contract with an effective termination date of September 30, 2025, and, subject to Section 15 of the BSO Contract, in the event of termination of the BSO Contract and in the further event that the CITY is unable to provide the same level of service through its own fire rescue force at the time of such termination, the then pending term of the BSO Contract shall be deemed automatically extended for a period of 24 months or until CITY is capable of rendering such Fire Rescue Services, whichever occurs sooner (the “Transition Period”); and

WHEREAS, during the Transition Period, the CITY is currently evaluating the CITY’s options regarding the provision of future Fire Rescue Services, including but not limited to negotiating a new contract with BSO for Fire Rescue Services (a “New BSO Contract”) or providing Fire Rescue Services through a CITY fire department or regional fire services provider to be created (either is a “City Fire Department”); and

WHEREAS, the parties agree that Deerfield Beach currently, through the BSO Contract during the Transition Period or through a New BSO Contract, has the capacity to service Hillsboro Beach; and

WHEREAS, Hillsboro Beach understands that, while the Transition Period of the BSO Contract is in effect or if a New BSO Contract is executed, BSO will provide the services described herein from the same facilities that are owned and operated by the City of Deerfield Beach, and through comparable equipment for which the City of Deerfield Beach is responsible to provide and to the same extent provided by the BSO Contract or New BSO Contract, as applicable; and

WHEREAS, the Town of Hillsboro Beach is prepared to compensate the City of Deerfield Beach for these services recognizing that the facilities are owned by the City of Deerfield Beach and that the services from BSO during the Transition Period are being paid for by the City of Deerfield Beach; and

WHEREAS, in order to protect the health, safety and welfare of all residents of the Town of Hillsboro Beach, it is deemed mutually advantageous to enter into this Agreement, providing for fire and emergency medical services within the municipal boundaries of the Town of Hillsboro Beach from City of Deerfield Beach facilities; and

WHEREAS, Section 163.01, Florida Statutes, authorizes execution of interlocal agreements to provide for such aid and assistance; and

WHEREAS, the Town of Hillsboro Beach acknowledges that it is familiar with the Transition Period, the services to be provided under the BSO Contract during the Transition Period and the CITY fire facilities to be used, and finds BSO to be capable of providing the necessary fire and emergency services to the Town of Hillsboro Beach during the Transition Period or during the term of a New BSO Contract.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto, as follows:

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

2. *Fire and Emergency Services.* The City of Deerfield Beach, through and to the extent provided by the BSO Contract during the Transition Period, or through and to the extent provided by BSO under an executed New BSO Contract, or through a City Fire Department, shall provide the following services to the Town of Hillsboro Beach (collectively, the "Fire Services"):

- A. Fire Suppression.
- B. Heavy Rescue and Associated Extrication.
- C. Basic and Advanced Life Support Pre-Hospital Emergency Medical Services, including transportation to medical facilities.
- D. Public Fire Safety Education.
- E. Fire Prevention and Life Safety Inspections in all occupancies other than one and two family residences.
- F. Fire Code and Life Safety plans examination and review for building permits for occupancies and structures other than one and two family dwellings.
- G. Initial Hazardous Materials Incident Response and Scene Control.

3. *Response to Emergency Calls.* During the Transition Period or the term of an executed New BSO Contract and in the event BSO is notified by the appropriate officials in the Town of Hillsboro Beach or by the public through the Broward County Consolidated Dispatch System of the existence of a fire or other emergency, including the need for emergency medical services, within the municipal boundaries of the Town of Hillsboro Beach, BSO shall supply such emergency equipment and personnel as are then reasonably available to the City of Deerfield Beach in the same manner as provided to the citizens of Deerfield Beach through the BSO Contract or New BSO Contract, as applicable. The final and ultimate determination as to whether a particular notification gives rise to a life threatening or emergency situation shall solely be the policy determination of the BSO personnel operating the fire and emergency facilities in the City of Deerfield Beach under the BSO Contract or New BSO Contract, as applicable.

During the Term of this Agreement in the event the CITY is providing the Fire Services through a City Fire Department and in the event the City Fire Department is notified by the appropriate officials in the Town of Hillsboro Beach or by the public through the Broward County Consolidated Dispatch System of the existence of a fire or other emergency, including the need for emergency medical services, within the municipal boundaries of the Town of Hillsboro Beach, the CITY shall supply such emergency equipment and personnel as are then reasonably available to the City of Deerfield Beach in the same manner as provided to the citizens of Deerfield Beach through the City Fire Department. The final and ultimate determination as to whether a particular notification gives rise to a life threatening or emergency situation shall solely be the policy determination of the City Fire Department personnel operating the fire and emergency facilities in the City of Deerfield Beach.

4. *Provision of Services.* This Agreement shall not be construed to impose any obligation, duty or responsibility whatsoever on the City of Deerfield Beach to provide any specific types, kinds or numbers of emergency personnel or apparatus at any fire station of the City of Deerfield Beach, or at any emergency scene with the Town of Hillsboro Beach within a specific time frame. BSO or the CITY, as applicable, will dispatch and assign the closest, appropriately staffed and available vehicle(s) to emergencies within the Town of Hillsboro Beach. It is acknowledged that during the Transition Period all services described herein will be provided by BSO pursuant to the BSO Contract and to the extent provided by the BSO Contract. It is acknowledged that in the event the CITY and BSO execute a New BSO Contract during the Term of this Agreement, all services described herein will be provided by BSO pursuant to the New BSO Contract and to the extent provided by the New BSO Contract. It is acknowledged that in the event the CITY creates a New Fire Department during the Term of this Agreement that is capable of providing the Fire Services to the Town, all services described herein will be provided by the City Fire Department pursuant to the City Fire Department's emergency response procedures and protocols.

5. *Fire Safety Standards and Inspections.* The Town of Hillsboro Beach acknowledges its responsibility under Section 633.025, Florida Statutes, as amended, concerning minimum Fire Safety Standards. The City of Deerfield Beach, either through the BSO Contract during the Transition Period, through an executed New BSO Contract, or through the City Fire Department, will conduct all necessary or mandatory fire safety inspections and inform the Town Management of the Town of Hillsboro Beach of any fire safety matters that require correction. The Town of

Hillsboro Beach shall enforce all applicable fire safety standards in a timely manner and shall report the abatement and disposition of the reported violations to the City of Deerfield Beach. The City of Deerfield Beach, either through the BSO Contract during the Transition Period, through an executed New BSO Contract, or through the City Fire Department, will provide all necessary technical assistance to the Town of Hillsboro Beach in order to facilitate this process.

6. *Fire Chief.* During the Transition Period or in the event that the CITY and BSO execute a New BSO Contract, the BSO Fire Chief of the City of the Deerfield Beach Fire District (the “BSO Fire Chief”) shall have full and complete authority through the normal chain of command over the operation of BSO Fire personnel, vehicles and equipment while in the Town of Hillsboro Beach. In the event the City creates a City Fire Department that is capable of providing Fire Services to the TOWN, the Fire Chief of the City of Deerfield Beach (“City Fire Chief”) shall have full and complete authority through the normal chain of command over the operation of City Fire personnel, vehicles and equipment while in the Town of Hillsboro Beach.

7. *No Interference.* The Town of Hillsboro Beach officials, employees and citizens and residents shall not interfere with the direction, management and deployment of the BSO Fire Department or the City Fire Department (if created), or their personnel or equipment at any time during firefighting or other emergency situations.

8. *Complaints and Disputes.* All suggestions or complaints concerning services provided under this Agreement shall be directed in writing to the attention of the BSO Fire Chief or City Fire Chief, as applicable, with a copy to the City of Deerfield Beach City Manager for proper administrative remedy and/or response, as the case may be. In the event the Town of Hillsboro Beach has a dispute with respect to the City of Deerfield Beach's performance hereunder, the Town of Hillsboro Beach, by its governing body, Mayor, Manager or other appropriate municipal official shall forward a summary of the disputed matter to the BSO Fire Chief or City Fire Chief, as applicable, and the Deerfield Beach City Manager. The parties agree to work cooperatively to resolve all disputes arising from this Agreement.

9. *Simultaneous Calls and Emergencies.* The parties further understand and agree that a possibility exists that the BSO district fire personnel or equipment at the Deerfield Beach BSO District (or, if Fire Services are provided by a City Fire Department, the City Fire Department personnel or equipment at the CITY Fire Department) may receive simultaneous calls for separate accidents, fires and other public safety problems. In the event of a simultaneous occurrence of emergencies in the City of Deerfield Beach, and the Town of Hillsboro Beach, the judgment of the BSO District Fire Chief of the City of Deerfield Beach (or, if Fire Services are provided by a City Fire Department, the City Fire Chief), or the senior Fire Department Officer on duty at the time, as to which call should receive first priority response, shall be binding upon the parties hereto and shall control actions of both parties hereto. If BSO (or, if Fire Services are provided by a City Fire Department, the City) cannot respond to a call for assistance from the Town of Hillsboro Beach due to multiple calls and/or alarms in progress the caller from the Town of Hillsboro Beach will be so advised and all reasonable efforts will then be made by BSO (or, if Fire Services are provided by a City Fire Department, the City) to arrange for a suitable response from another agency or jurisdiction cooperating with the City of Deerfield Beach through various mutual aid agreements in effect at the time. The City and the Town shall cooperate in good faith with one another and BSO in the coordination of emergency operations.

10. *Fire Hydrants.* The Town of Hillsboro Beach shall inspect annually all fire hydrants within its corporate limits to verify their satisfactory operation and function and agrees to repair or cause to be repaired all hydrants, branch valves, and sectional valves within the municipal water distribution system that could affect fire suppression operations. It is further understood that all fire hydrant threads shall conform with those used by the City of Deerfield Beach, and non-conforming threads, if any, shall be changed without delay at the expense of the Town of Hillsboro Beach. Inoperative fire hydrants, valves, etc. within the municipal distribution system shall be repaired without delay, but in no case later than thirty (30) days following discovery of any deficiency. Fire hydrants which are placed out of service shall be immediately reported to BSO Fire or the City Fire Department, as applicable, at the City of Deerfield Beach. Immediate notice shall also be given to BSO Fire or the City Fire Department, as applicable, when said fire hydrants are returned to service.

11. *Road Closures.* The Town of Hillsboro Beach shall report all street and road closures and openings immediately to the BSO Fire Chief or City Fire Chief, as applicable, or their respective designees.

12. *Exemptions and Benefits.* All exemptions from ordinance and rules, and all pension, insurance, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents or employees of BSO or the City of Deerfield Beach, when performing their respective functions within the territorial limits of the City of Deerfield Beach, Florida, shall apply to them to the same degree, manner and extent while engaged in the performance of any of their functions and duties within the Town of Hillsboro Beach.

13. *Hazardous Materials Incident Control Costs.* In the event certain supplies and consumables, such as chemical absorbents, hazardous materials vapor suppressants, chemical testing agents and hazardous materials recovery containers, are used by BSO or the CITY in the performance of emergency duties pertaining to hazardous materials incident control in the corporate limits of the Town of Hillsboro Beach, and only if BSO or the CITY is unable to recover the cost of such expenses and the City of Deerfield Beach is charged with such expenses, the Town of Hillsboro Beach shall reimburse the City for such expenses within 30 days of receipt of the supporting documentation.

14. *Chapter 175 Proceeds.* The Town of Hillsboro Beach hereby assigns any and all Chapter 175 insurance proceeds for the Fire Pension Plan to the City of Deerfield Beach and recognizes and agrees that said funds should be due and payable to the City for providing these services to the Town of Hillsboro Beach.

15. *Term.* The initial term of this Agreement is from October 1, 2025 to September 30, 2026 (the "Term"). The Term of this Agreement may be extended by mutual written agreement of the parties for four successive one year terms thereafter. The Town may terminate this Agreement upon six months prior written notice to the City, except as otherwise provided in Section 21. The City may terminate this Agreement upon six months prior written notice to the Town.

16. *Annual Service Fee; Annual Service Fee Adjustments.*

16.1 *Annual Service Fee.* During the Term of this Agreement, the Town of Hillsboro Beach agrees to pay an Annual Service Fee to the City of Deerfield Beach for the service provided for in this Agreement. The Town of Hillsboro Beach shall pay to the City of Deerfield Beach a base Annual Service Fee of **\$1,087,127.64** for the fiscal year that runs from October 1, 2025 to September 30, 2026 ("Fiscal Year 2026"). The first quarterly payment of the Annual Service Fee shall be made fifteen (15) business days after the Agreement has been executed by both parties. Successive payments shall be made to the City quarterly on the first business day of each quarter thereafter (January 1st, April 1st, July 1st, and October 1st).

16.2 The Annual Service Fee for Fiscal Year 2026 is based on the fee the City of Deerfield Beach pays to BSO for the provision of fire prevention, fire suppression, emergency medical services and related services as provided in the BSO Fire Rescue annual consideration. The payment of the Annual Service Fee in accordance with this Agreement entitles the Town of Hillsboro Beach and its residents access to the fire department services and programs provided for under this Agreement. Extraordinary events or unusual demands for services requiring personnel and/or equipment to be stationed within the corporate limits of the Town of Hillsboro Beach shall be billed separately by the City of Deerfield Beach to the Town of Hillsboro Beach based on the actual costs to provide these services. It is understood that the Town of Hillsboro Beach residents shall be billed (and the City of Deerfield Beach shall retain the proceeds) for emergency medical services rendered in the Town of Hillsboro Beach in the same manner and at the same rates as City of Deerfield Beach residents.

16.3 *Annual Service Fee Adjustments.*

16.3.1 BSO Provided Services. In the event that the Transition Period is still in effect as of October 1, 2026 or the City and BSO execute a New BSO Contract effective prior to or as of October 1, 2026, commencing on October 1, 2026 (the second year of this Agreement), and for each year thereafter if a New BSO Contract is executed, the Annual Service Fee shall be increased by an amount equal to the annual percentage increase of the BSO Contract price, or New BSO Contract price, as applicable, paid by the City of Deerfield Beach to BSO. For example, if the BSO Contract price during the Transition Period, or the New BSO Contract price, increases by 5% from the prior year price, then the Annual Service Fee due from Hillsboro Beach shall be increased by 5% from the prior year Annual Service Fee. The City shall provide the Town of Hillsboro Beach with notice of the Annual Service Fee Adjustment no later than the July 1st prior to the commencement of the next contract year.

16.3.2 City Fire Department. In the event that the CITY creates a City Fire Department and the TOWN does not terminate this Agreement as provided for in Section 21, commencing on October 1 of the year that the CITY commences providing the Fire Services to Hillsboro Beach through a City Fire Department, and for each year thereafter, the Annual Service Fee shall be an amount equal to 2.75% of the CITY's total budgeted cost of providing Fire Rescue Services. The City shall provide the Town of Hillsboro Beach with notice of the Annual Service Fee Adjustment no later than the July 1st prior to the commencement of the next contract year.

17. *Notices.* All notifications of claims shall be provided in writing to the respective Town Manager and City Manager of the parties hereto. This does not apply to notifications of necessity for supplying of emergency services that are the subject of this Agreement.

19. *Entire Agreement.* This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may only be amended or modified in writing and executed by all parties to this Agreement.

20. *Indemnification/Sovereign Immunity.* To the extent permitted by law, the Town of Hillsboro Beach and the City of Deerfield Beach do hereby agree to defend, indemnify and hold the other harmless for any and all causes of action, liability, judgment, or other costs imposed pursuant to a claim or court proceeding, related to the performance by either party under this Agreement. Nothing herein shall serve to waive either party's sovereign immunity.

21. *Transition Period/Transition to City Fire Department.* The CITY agrees to provide written notice to the TOWN as soon as practicable regarding the occurrence of any of the following events: termination or expiration of the Transition Period, any New BSO Contract executed between the CITY and BSO, and the establishment of a City Fire Department. In the event a City Fire Department is established that is capable of providing the Fire Services to the TOWN, the CITY shall provide written notice to the TOWN (the "City Fire Department Notice") of the date when the CITY is able to provide Fire Services to the TOWN through the City Fire Department (the "Commencement Date"), and this Agreement shall continue with the understanding that the City Fire Department will provide the Fire Services to the TOWN under this Agreement beginning with the Commencement Date, unless the TOWN provides written notice of termination of this Agreement within 30 days of the TOWN's receipt of the City Fire Department Notice, in which case this Agreement shall terminate upon the termination or expiration of the Transition Period.

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**INTERLOCAL SERVICE AGREEMENT BETWEEN THE CITY OF DEERFIELD
BEACH AND THE TOWN OF HILLSBORO BEACH FOR FIRE PROTECTION,
PREVENTION AND EMERGENCY MEDICAL SERVICES**

IN WITNESS WHEREOF, the parties hereto caused these presents to be signed by their
duly authorized officers on this _____ day of _____, 2025.

CITY OF DEERFIELD BEACH

By: _____
TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

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

ANTHONY SOROKA, CITY ATTORNEY

TOWN OF HILLSBORO BEACH

By: _____
DAWN MILLER, MAYOR

ATTEST:

By: _____
SHERRY HENDERSON, TOWN CLERK

APPROVED AS TO FORM:

D.J. DOODY, TOWN ATTORNEY

EXHIBIT “A”
BSO CONTRACT

DRAFT



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-350

Agenda Date: 12/2/2025

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 seventh work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for professional engineering services for post-construction physical and biological monitoring services in an amount not to exceed \$207,664.63 for the City's 50% share of the cost; providing for execution and an effective date. (Funds from Account #399-300-340-3701-000-53700-506530 - CIP - Infrastructure - Joint Beach Renourishment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$207,664.63

Account Name: CIP - Infrastructure - Joint Beach Renourishment

Account Number: 399-300-340-3701-000-53700-506530

Current Activity

On October 8, 2020, the City of Deerfield Beach (the "City") and the Town of Hillsboro Beach (the "Town") entered into a settlement agreement to settle litigation between the Town and the City. The City and Town jointly issued RFQ #21-15-JW for Beach Renourishment Coastal Engineering Services and the RFQ was awarded to Coastal Protection Engineering, LLC ("Coastal") for beach renourishment coastal engineering services (the "Services"). Coastal has been performing the Services since 2021.

The U.S. Army Corps of Engineer permit requires physical and biological monitoring services during the winter and summer, and a post construction juvenile sea turtle survey. Staff requested a proposal from Coastal to support the City and Town in continuing to conduct the required physical and biological monitoring services and continue the permitting process pursuant to the Settlement Agreement between the City and the Town. The tasks for this phase of the project include winter and summer Physical and Biological monitoring, including a post-construction juvenile sea turtle survey. Under Task 4, the consultants will continue permitting for the next beach renourishment project for the City and Town beaches currently planned for the 2027/2028 construction season. Finally, this proposal will also provide Intergovernmental Coordination and Support that will assist the City in securing 50% reimbursement from the State's Local Government Funding Request (LGFR) grant program.

Recommendation

Staff recommends that the City Commission approve and authorize execution of the Seventh Work

Authorization with Coastal Protection Engineering, LLC, for permit required monitoring services and permit application submittals.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SEVENTH WORK AUTHORIZATION WITH COASTAL PROTECTION ENGINEERING, LLC AND THE TOWN OF HILLSBORO BEACH FOR PROFESSIONAL ENGINEERING SERVICES FOR POST CONSTRUCTION PHYSICAL AND BIOLOGICAL MONITORING SERVICES IN AN AMOUNT NOT TO EXCEED \$207,664.63 FOR THE CITY’S 50% SHARE OF THE COST; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, on October 8, 2020, the City of Deerfield Beach (the “City”) and the Town of Hillsboro Beach (the “Town”) entered into a settlement agreement to settle the litigation between the Town and City (the “Settlement Agreement”); and

WHEREAS, the City of Deerfield Beach (the “City”) and the Town of Hillsboro Beach (the “Town”) jointly issued Request for Qualifications #21-15-JW (the “RFQ”) for Beach Nourishment Coastal Engineering Services (the “Services”), which was advertised in the legal notices section of the Sun-Sentinel on January 15, 2021; and

WHEREAS, on April 6, 2021, pursuant to the RFQ, the City and Town entered into an agreement with Coastal Protection Engineering, LLC (“Coastal Protection”) for beach renourishment coastal engineering services (the “Agreement”); and

WHEREAS, on April 15, 2021, the City, Town, and Coastal Protection entered into a work authorization for Phase I services for the beach renourishment project; and

WHEREAS, the Settlement Agreement calls for semi-annual beach conditions surveys, which may be used to document storm impacts if the project area is to be affected by a Tropical Storm or Hurricane that results in a declared disaster; and

WHEREAS, on May 17, 2022, the City Commission approved the Second Work Authorization for physical monitoring of the Settlement Agreement project area in an amount not to exceed \$29,938.50 for the City’s share of the cost for the services, and the City, Town and Coastal Protection thereafter entered into the Second Work Authorization; and

WHEREAS, on January 24, 2023, the City Commission approved the Third Work Authorization for Phase II Construction Phase Services for the beach renourishment project (the “Project”) for a lump sum fee of \$366,927.50, to be split 50/50 between the City and Town (\$183,463.70 each); and

WHEREAS, on June 6, 2023, the City Commission approved the Fourth Work Authorization for post construction biological monitoring services in an amount not to exceed \$39,427.20 for the City’s 50% share of the cost for the services, and the City, Town and Coastal Protection thereafter entered into the Fourth Work Authorization; and

WHEREAS, on October 17 2023, the City Commission approved the Fifth Work Authorization for preliminary engineering services for project design and post-construction biological monitoring services in an amount not to exceed \$231,986.15 for the City's 50% share of the cost for the services, and the City, Town and Coastal Protection thereafter entered into the Fifth Work Authorization; and

WHEREAS, on December 17, 2024, the City Commission approved the Sixth Work Authorization for post construction physical and biological monitoring and permitting services in an amount not to exceed \$179,871.40 for the City's 50% share of the cost of the services, and the City, Town and Coastal Protection thereafter entered into the Sixth Work Authorization; and

WHEREAS, the U.S. Army Corps of Engineer permit (the "Permit") requires the physical and biological monitoring services during the winter and summer, and a post-construction juvenile sea turtle survey (the "Monitoring Phase"); and

WHEREAS, in accordance with the Settlement Agreement, the next joint beach renourishment project is planned for the 2027/2028 construction season, which requires the continuation of the permitting process with County, State and Federal permitting agencies (the "Permitting Phase"); and

WHEREAS, Coastal Protection provided a proposal to the City and Town for the Monitoring Phase and the Permitting Phase for a lump sum fee of \$415,329.26 to be split 50/50 between the City and Town (\$207,664.63 each); and

WHEREAS, the City desires to issue a seventh work authorization to Coastal Protection under the terms of the Agreement and the proposal attached as Exhibit "A" to the Work Authorization in an amount not to exceed \$207,664.23 for the City's 50% share of the cost for the Monitoring Phase and Permitting Phase Services (the "Work Authorization"); and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Coastal Protection, attached as Exhibit "1", (the "Seventh Work Authorization") in an amount not to exceed \$207,664.23 for the City's 50% share of the cost of the Monitoring Phase and Permitting Phase Services.

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

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

Section 2. The City Commission hereby approves the Seventh Work Authorization with Coastal Protection, attached as Exhibit "1", for the Monitoring Phase and Permitting Phase Services in an amount not to exceed \$207,664.23 for the City's 50% share of the cost.

Section 3. The Mayor and City Manager are hereby authorized to execute the Seventh Work Authorization with Coastal Protection, attached as Exhibit “1” consistent with the terms of the Agreement, 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

SEVENTH WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH, THE TOWN OF HILLSBORO BEACH AND COASTAL PROTECTION ENGINEERING, LLC FOR PHYSICAL AND BIOLOGICAL MONITORING, SURVEYING AND PERMITTING SERVICES

This Work Authorization (the “Work Authorization”) is entered into this ____ day of _____, 2025, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, (hereinafter referred to as “City”), the Town of Hillsboro Beach, Florida, with its principal business address located at 1210 Hillsboro Mile, Hillsboro Beach, FL 33062, (hereinafter referred to as “Town”), and Coastal Protection Engineering, LLC, a Florida limited liability company with its business address located at 5301 N. Federal Highway, Suite 335, Boca Raton, FL 33487, hereinafter referred to as “Consultant”.

RECITALS

WHEREAS, Consultant is a pre-qualified Consultant of the City and Town pursuant to RFQ No. 21-15-JW and the Continuing Contract between the City, Town and Consultant, dated April 15, 2021 (the “Continuing Contract”); and

WHEREAS, the City, the Town and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of the Continuing Contract and this Work Authorization.

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

SECTION 1
SCOPE OF SERVICES

Consultant agrees to perform certain professional services for the City and Town, as specifically described in the scope of services attached as Exhibit “A” to this Work Authorization, which by this reference is incorporated into this Work Authorization in its entirety, (the “Services”) during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

In consideration for the Services to be performed by Consultant, the City and Town agree to pay Consultant in an amount not-to-exceed **\$415,329.26** as further detailed in Exhibit “A.” Compensation due to the Consultant shall be invoiced and payable as provided in the Continuing Contract. In the event of City’s and Town’s termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City and Town shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City’s and Town’s termination of this Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until completion of the Services (the “Term”), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

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

SECTION 5
CONTINUING CONTRACT TERMS AND CONDITIONS

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, Town 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 6
INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City or Town. 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 and Town's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7
INDEMNIFICATION / HOLD HARMLESS CLAUSE

In Consultant's performance of Services under this Work Authorization, Consultant shall indemnify, defend and hold harmless the City and Town, and the respective officers, employees, agents and instrumentalities, to the full extent provided for in the Continuing Contract.

SECTION 8
INSURANCE AND BONDING

8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.

- 8.2 This Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the City and Town with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9

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 and Town, 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 and Town.

SECTION 10

MISCELLANEOUS

Consultant shall, without additional expense to the City or Town, 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 11

AUDIT AND INSPECTION RIGHTS

- 11.1 The City and Town 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.
- 11.2 The City and Town may, at reasonable times during the term hereof, perform such inspections, as the City and Town 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 and the Continuing Contract. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's and Town's representatives.

SECTION 12

AMENDMENTS AND ASSIGNMENT

- 12.1 This Work Authorization together with the Continuing Contract constitutes the entire agreement between Consultant, City and Town 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 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.

- 12.2 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.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City and Town, which may be withheld or conditioned in the City's and Town's sole discretion.

SECTION 13

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Article 10.12 of the Continuing Contract.

SECTION 14

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 15

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 16

NON-DISCRIMINATION

Consultant represents and warrants to the City and the Town 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 17
PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City and Town contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and Town 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 and Town.

SECTION 18
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 19
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 20
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 21
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.

SEVENTH WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH, THE TOWN OF HILLSBORO BEACH AND COASTAL PROTECTION ENGINEERING, LLC FOR PHYSICAL AND BIOLOGICAL MONITORING, SURVEYING AND PERMITTING SERVICES

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

ATTEST:

Heather Montemayor, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

By: _____
Todd Drosky, Mayor

This ____ day of _____, 2025.

TOWN

THE TOWN OF HILLSBORO BEACH

Attest:

City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Hillsboro Beach only:

Donald J. Doody, Town Attorney

By: _____

This ____ day _____, 2025.

CONSULTANT

COASTAL PROTECTION ENGINEERING,
LLC, a Florida corporation

By: _____
Name: _____
Title: _____

This ____ day of _____, 2025.

EXHIBIT A
SCOPE OF SERVICES



COASTAL PROTECTION ENGINEERING

5301 N. FEDERAL HWY, SUITE 335
BOCA RATON, FL 33487
561-565-5100

November 12, 2025

Sent Via Email

Patrick Bardes
Coastal & Waterway Coordinator
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

Mac Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Re: RFQ # 21-15-JW - Proposal to Conduct 2025/2026 Physical Monitoring, 2026 Biological Monitoring, Permit Processing, Intergovernmental Coordination, and Funding Support

Dear Mr. Bardes and Mr. Serda:

This proposal is being provided in response to your request for Coastal Protection Engineering LLC (CPE) to conduct professional coastal services for the City of Deerfield Beach (Deerfield) and Town of Hillsboro Beach (Hillsboro) under the Contract approved pursuant to RFQ #21-15-JW. Post-construction physical and biological monitoring will be conducted in compliance with project permits, and the monitoring data and accompanying reports will be submitted to Deerfield, Hillsboro, and the regulatory agencies as required by permit. Additionally, the processing of permit applications to county, state, and federal regulatory agencies will be completed according to the attached Scope of Work (Exhibit A) and the related conditions of the Settlement Agreement.

The total cost for these services is to be provided for a lump sum fee of \$415,329.26 as detailed in the attached Fee Proposal (Exhibit B) to be invoiced monthly based on percent complete by task. CPE will perform these services in accordance with the Rate Schedule and Terms and Conditions of the governing Contract dated April 6, 2021. We respectfully request that each municipality provide a written Notice to Proceed or corresponding Purchase Order for CPE to commence work in their respective amounts of \$207,664.63 to reflect the equal share of Soft Costs per the Settlement Agreement. Likewise, we will arrange our invoices to each municipality accordingly.

Thank you for the opportunity to continue to serve Deerfield and Hillsboro. If you have any questions, please feel free to contact me directly at 904-806-7098.

Sincerely,

Dylan Nestler, P.E.
Coastal Engineer
Coastal Protection Engineering LLC
Mobile: 904-806-7098
dnestler@coastalprotectioneng.com

cc: Chad Grecsek, City of Deerfield Beach
Thomas Pierro, P.E., BC.CE. CPE
Stacy Buck, CPE



Exhibit A – Scope of Services

Task 1: 2025/2026 Physical Monitoring of Deerfield and Hillsboro Beaches

This task includes the services to conduct physical monitoring surveys to satisfy semi-annual beach condition survey requirements of the Settlement Agreement and post-construction survey requirements in Florida Department of Environmental Protection (FDEP) and Broward County (County) permits. All survey work will be conducted by CPE's survey subconsultant Morgan & Eklund, Inc. (M&E) under the direct supervision of a licensed Florida Professional Surveyor and Mapper and will be in accordance with 5J-17 F.A.C. and the March 2014 BBCS Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100.

Winter 2025 Physical Monitoring Survey

In winter 2025, beach profile surveys will be conducted to document beach conditions throughout the project area. Thirty-nine beach profiles from the northern County line (R-1) to the Hillsboro Inlet (R-24) will be collected to satisfy post-construction permit requirements for the 2023 and 2025 beach nourishment projects and to satisfy the semi-annual survey requirements of the Settlement Agreement. All profiles will be full profiles extending from the landward side of upland vegetation to approximately 3,000' offshore, beyond the depth of closure (approximately -20' NAVD).

Should the beach be impacted by a tropical storm or hurricane that results in a declared disaster during the 2025 storm season, the data may also serve as a post-storm condition survey in support of state and/or federal disaster relief claims.

A beach conditions report consisting of shoreline and volume changes by monitoring reach, plotted beach profiles, ASCII XYZ files, control tabulation, and survey certification will serve as the deliverable for this task. CPE will be available to present and discuss beach conditions at a Deerfield and/or Hillsboro Commission meeting at Deerfield or Hillsboro's request.

Summer 2026 Physical Monitoring Survey

In summer 2026, beach profile surveys will be conducted to document beach conditions throughout the project area. FDEP Permit No. 0289706-001-JC and Broward County permit DF14-1082 require post-construction beach surveys for physical monitoring of the beach nourishment project. Thirty-nine beach profiles from the northern County line to the Hillsboro Inlet will be collected to satisfy post-construction permit requirements for the 2023 and 2025 beach nourishment projects and to satisfy the semi-annual survey requirements of the Settlement Agreement. All profiles will be full profiles extending from the landward side of upland vegetation to approximately 3,000' offshore, beyond the depth of closure (approximately -20' NAVD).

A physical monitoring report consisting of shoreline and volume changes by profile between the relevant monitoring surveys, discussion of project performance, plotted beach profiles, ASCII XYZ files, control

tabulation, and survey certification will serve as the deliverable. While this data will be available as a pre-storm survey for a potential declared disaster, any storm impact coordination, assessments, or reporting are not included in this scope. CPE will be available to present and discuss the results of the physical monitoring report at a Deerfield and Hillsboro Commission meeting at Deerfield or Hillsboro's request.

Task 2: Winter 2026 Biological Monitoring

The FDEP permit (0289706-015-JN) specifies that when sand is placed within the authorized template between R-5 and R-12+400, the Biological Monitoring Plan approved on July 29, 2010, shall be implemented. The 2010 Biological Monitoring Plan developed for the Hillsboro/Deerfield Beach project requires pre- and post-construction biological monitoring adjacent to the project area to monitor for potential secondary impacts to nearshore natural hardbottom. The permit-required tasks described herein include the Post-Construction III Juvenile Sea Turtle Survey and 6-Month Post-Construction Hardbottom Edge Mapping. These surveys will be conducted in winter 2026.

Post-Construction III Juvenile Sea Turtle Survey

Juvenile sea turtle monitoring is designed to estimate the juvenile sea turtle utilization of nearshore hardbottom in the vicinity of the project before and after construction. The monitoring involves towed divers observing the nearshore hardbottom and documenting the presence of juvenile sea turtles. Two shore-parallel transects will be established between R-3 and R-15. The nearshore hardbottom in this area is 200 to 300 feet wide. In the areas where the hardbottom is 300 to 600 feet wide, one additional diver tow will be conducted along the centerline of the hardbottom in a north south direction.

The transect lines will be based on the mapped boundaries of the nearshore hardbottom and will be pre-plotted in a HYPACK navigation and hydrographic surveying system. Two in-water divers will be towed approximately 8 meters behind the boat, which will be moving at a slow speed. The divers will visually scan the area and report the sea turtle sightings to on-vessel personnel, who will then mark a DGPS location fix for that site. The species of each juvenile sea turtle observed, location, as well as the behavior observed (swimming, resting, or feeding) will be recorded.

All recorded turtle sightings will be plotted onto a recent aerial of the area to create a map. A report will be provided that compares pre- and post-construction observations. The report will detail any notes regarding species and behavior observed during the surveys.

6-Month Post-Construction Nearshore Hardbottom Edge Mapping

The nearshore hardbottom edge will be mapped by divers from R-1 to R-13. The nearshore hardbottom edge is defined as the western border of exposed hardbottom areas, or the position of the landward most visible border between sand and hardbottom defined by emergent biota, ignoring isolated mobile rubble in the midst of sand. A two-person dive team will follow the nearshore edge while towing a buoy with a survey-grade DGPS, which transmits continuous positions to HYPACK hydrographic survey software on board the survey vessel. The divers will follow the inshore contour of the hardbottom-sand interface.

The position of the 6-Month Post-Construction Hardbottom Edge will be provided as an ESRI feature class and will be presented in the report with the post-construction III turtle results.

Task 3: Summer 2026 Biological Monitoring

The permit-required tasks described below comply with the FDEP-approved Biological Monitoring Plan for 1-Year Post-Construction Nearshore Hardbottom Biological Monitoring tasks. This includes nearshore hardbottom edge mapping, transect monitoring, juvenile sea turtle surveys, and production of a biological monitoring report. These tasks will be conducted in summer 2026.

1-Year Post-Construction Nearshore Hardbottom Edge Mapping

The nearshore hardbottom edge will be mapped by divers from R-1 to R-13. The nearshore hardbottom edge is defined as the western border of exposed hardbottom areas, or the position of the landward most visible border between sand and hardbottom defined by emergent biota, ignoring isolated mobile rubble in the midst of sand. A two-person dive team will follow the nearshore edge while towing a buoy with a survey-grade DGPS, which transmits continuous positions to HYPACK hydrographic survey software on board the survey vessel. The divers will follow the inshore contour of the hardbottom-sand interface.

The position of the 1-Year Post-Construction Hardbottom Edge will be provided as an ESRI feature class and will be presented in the 1-Year Post-Construction Biological Monitoring Report.

1-Year Post-Construction Nearshore Hardbottom Transect Monitoring

Ten transects were established during the 2010 baseline survey between R-1 and R-15. These transects will be monitored during the 1-Year Post-Construction biological monitoring event for the 2025 nourishment project. The transects extend east for 150 meters or until 5 meters west of the east edge of the hardbottom, whichever is less. Pins were previously installed every 10 meters. If a pin cannot be found, it will be re-installed during monitoring event when possible.

At each of the 10 nearshore transects, a survey tape will be secured to the pin established at the west end (0 m) of the transect and stretched east to the eastern end of the transect. Biologists will conduct the following assessments at each nearshore transect:

1. Video documentation
2. Interval sediment depth measurements
3. Line-intercept for hardbottom
4. Quadrat assessments

Post-Construction IV Juvenile Sea Turtle Survey

The post-construction IV juvenile sea turtle monitoring will follow the same protocol described above for the post-construction III juvenile sea turtle monitoring. All recorded turtle sightings will be plotted onto a recent aerial of the area to create a map and included in the 1-Year Post-Construction Biological Monitoring Report.

1-Year Post-Construction Biological Monitoring Report

A comprehensive report detailing the findings of the 1-Year Post-Construction Biological Monitoring event will be submitted to the regulatory agencies within 90 days after survey completion. Raw data

will be submitted to FDEP within 60 days of survey completion. The report will compare the pre- vs. post-construction conditions and will include the following components:

- A map with recent aerial photography that includes the project template, the baseline and most recent nearshore hardbottom edge, and transect locations
- Data (tabular and graphical) on sedimentation along the transects
- Comparative analysis of hardbottom exposure and sediment depth
- Quantitative data on major benthic biological components (percent cover)
- Statistical evaluation and comparison of the data collected along the transects presenting changes in community composition/abundance between the baseline and post-construction surveys
- Comparison of sea turtle surveys over time
- Copies of representative photographs and all videos in their original format

Task 4: County, State, and Federal Permit Processing

CPE has been authorized for preparation and submittal of county, state, and federal permit applications under a previous scope of work. Under the scope of work proposed herein, CPE will continue to process the permit applications submitted to Broward County and the Florida Department of Environmental Protection (FDEP), and the permit modification submitted to the U.S. Army Corps of Engineers (USACE) in support of the proposed beach nourishment currently planned for the 2027/2028 construction season.

Upon receipt of a Joint Coastal Permit application for beach nourishment, the FDEP has 90 days to review the information provided and either issue a Notice of Intent for the permit or a Request for Additional Information (RAI). At least one FDEP RAI is to be expected and may include comments from the Florida Fish and Wildlife Conservation Commission (FWC), other State agencies, and the public. The County and the USACE are also likely to request additional information but do not adhere to similar review timeframes. CPE will coordinate continuously with these regulatory agency staff throughout the process as further described below.

Following submittal of the Department of Army (DA) permit modification request for alignment with the project design submitted to FDEP, CPE will coordinate with the applicable federal agencies to support the USACE permitting process. This includes responses to RAIs and coordination with, but not limited to, the USACE, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Services (NMFS), and the public. It is anticipated that coordination will include Section 7 consultation under the Endangered Species Act and consultation under the Magnuson-Stevens Fishery Conservation and Management Act.

Throughout the process, CPE will communicate with the City and Town on progress and provide an opportunity to review requested information and/or responses to the agencies prior to submittal. Coordination may include efforts such as responses to data requests, preparation of maps and plans, and participation in meetings and conference calls to discuss issues raised by the agencies. If multiple RAIs are received, CPE will attempt to consolidate the agencies' RAIs into a single response. In cases where



coordination and response efforts may exceed the level of effort estimated herein, CPE will contact the City and Town to discuss an approach and can develop a supplemental proposal if requested.

The agencies may ask questions regarding the engineering design of the proposed beach renourishment project, and the design may need to be adjusted accordingly to facilitate permit processing. CPE will answer questions based on the engineering justification and attempt to maintain the intended design offered by the proposed beach nourishment template. A comprehensive re-design of the proposed project is not included in the scope of this task; however, adjustments to the fill design are likely to occur as a result of agency feedback, regulatory limitations/restrictions related to natural resources, and other measures that may be required as a result of agency reviews.

The Erosion Control Line (ECL) established in 1998 extends from R-6 in Deerfield Beach to R-13 in Hillsboro Beach. Based on the new beach design, extension of the ECL farther to the north and to the south is likely to be required to accommodate the refined beach design, but the extent will be dependent upon agency review and potential template revisions as noted above. Coordination for extending the ECL began under previous work assignments and will continue into future scopes of work as the timing for establishment of an ECL within the extension area must occur within 6 months of construction per State requirements. CPE will continue to coordinate with the FDEP regarding the development of an ECL where it is not currently established in the proposed project area. Based on that coordination, a future scope of work will be developed for ECL establishment according to the approved fill template.

An updated Biological Monitoring Plan (BMP) is under development in coordination with regulatory agencies. CPE biologists will continue to refine the BMP to align with FDEP's Standard Operating Procedures for Nearshore Hardbottom Monitoring of Beach Nourishment Projects (FDEP, 2016). No field investigations for biological resources are included in this task as those methods and extents will be developed and negotiated with the resource agencies during the permit processing in this scope of work.

The sand sources that have previously been authorized under the county, state, and federal permits include materials from Broward County Borrow Area 1 (BA-1), the Boca Raton Inlet Ebb Shoal, and the following upland sand mines: E.R. Jahna Industries Ortona Mine, the Vulcan Materials Company Witherspoon Mine, Stewart Materials Immokalee Mine, and the Garcia Sand Mine. BA-1 is not authorized in the current federal permit and will need to be added during the permit modification request. Additional sand sources requested in the new permit applications include the Hillsboro Inlet ebb shoal and beach compatible material excavated from within Hillsboro Beach per Town Ordinance Sec. 12-49 (C). As part of this task, questions regarding the additional sand sources will be evaluated and responses will be provided. If required, grab samples from the mines or ebb shoal can be collected and analyzed for typical gradation properties under this task. This task does not include field investigations for geotechnical or geophysical data collection.

It is anticipated that mitigation for potential impacts to nearshore hardbottom may need to be coordinated for this project. The scope of this proposal includes continued mitigation coordination for planning purposes but does not include mitigation design and reef siting. If additional mitigation-related



calculations, coordination, reef design or siting are deemed necessary for permitting, these services may be provided under a supplemental work assignment as part of a future project phase.

It is anticipated that updated listed species surveys (coral, queen conch, etc.) may be requested by federal regulatory and resource agencies during the permitting process. Throughout this process, CPE will coordinate the details of the surveys needed to satisfy the agencies. Similarly, presentation of the benthic resources in proximity to the project area will be based on existing data and does not include in situ biological assessments. The permitting process of this task includes use of desktop data to assess and negotiate the need for additional investigations that the agencies may require. No fieldwork is included in this proposal.

During the course of the permit processing efforts, CPE will be available to support Deerfield and Hillsboro with both scheduled and impromptu meetings or presentations that may arise relating to the nourishment program. This may include, but is not limited to, responding to staff and Commission requests, preparation of memorandums, assembling and analyzing existing documents and information, preparing for and/or participating in conference calls, site visits, meetings and/or presentations, planning, and coordination with county, state, and federal entities as requested up to the limit of effort estimated. It is noted that permitting the project may take up to 2 years of agency review and coordination. CPE will communicate progress to the City and the Town throughout the course of the work.

Task 5: Intergovernmental Coordination & Support

Under this task, CPE will support Deerfield and Hillsboro with intergovernmental coordination and funding support. Intergovernmental coordination may include attendance at commission meetings, conference calls, meetings, presentations, review of technical documents prepared by others, miscellaneous coordination, and staff support for implementation of intergovernmental and local agreements. In pursuit of cost sharing opportunities, CPE will be available to support coordination with potential project partners.

CPE will draft the FY 2027/2028 Local Government Funding Request for Deerfield and Hillsboro review and submittal to the FDEP Beaches Funding Program in summer 2026. We will also assist Deerfield and Hillsboro in their coordination with Broward County, FDEP, and/or FEMA for potential project cost reimbursement or cost sharing opportunities. Professional coastal funding support may include attending conference calls and providing general technical support (i.e., project description, construction details, cost estimates, etc.) at the City or Town's request up to the limit of effort proposed.

Coordination with the City of Boca Raton and the Hillsboro Inlet District, and their consultants, will be continued by CPE to further discussions of regional sand management and other items that may benefit the Settlement Agreement project area. CPE will work with Deerfield's and Hillsboro's appointed representatives to the Hillsboro Inlet District and may attend District or City of Boca Raton meetings and report back to Deerfield and Hillsboro staff on coastal items. Intergovernmental coordination may also include discussions related to sediment budgets, management of material accumulated in the sand trap or inlet channels, and regionalization of future projects.



Exhibit B - Fee Proposal

The Scope of Services presented in Exhibit A will be performed for a lump sum fixed price as shown in the fee estimate below. The work will be invoiced monthly on a percent-complete basis shared equally (50/50) between the City of Deerfield Beach (Deerfield) and Town of Hillsboro Beach (Hillsboro) as “Soft Costs” defined by the Settlement Agreement. The services will be conducted in accordance with the terms and conditions of the Contract between Coastal Protection Engineering LLC (CPE) and Deerfield and Hillsboro dated April 6, 2021.

Please issue the Purchase Order and/or Notice to Proceed in the name of our licensed contracting entity, Coastal Protection Engineering LLC, and reference the contract under which we are performing these services. The approved rates, classifications, and fee estimate build up are presented below. Should the project require additional services not included in this proposal, CPE will coordinate with Deerfield and Hillsboro to amend the scope of services with a mutually agreeable revision. Additional services can be provided under a future phase proposal upon request.



COASTAL PROTECTION ENGINEERING
 5301 N. FEDERAL HWY, SUITE 335
 BOCA RATON, FL 33487
 561-565-5100

City of Deerfield Beach and Town of Hillsboro Beach

RFQ # 21-15-JW - Proposal to Conduct 2025/2026 Physical Monitoring, 2026 Biological Monitoring, Permit Processing, Intergovernmental Coordination, and Funding Support

Fee Proposal – November 12, 2025

Task No.	Description	Task Total	Labor							Materials	Sub-Consultants			
			Principal Engineer (Hours)	Project Manager (Hours)	Senior Coastal Engineer (Hours)	Coastal Engineer (Hours)	Junior Coastal Engineer (Hours)	Senior Marine Biologist (Hours)	Junior Coastal Scientist (Hours)	CAD/GIS (Hours)	SCUBA Equipment & Insurance (Diver/Day)	Moffat & Nichol, Inc. (Direct Costs)	CSA (Direct Costs)	Morgan & Eklund, Inc. (Direct Costs)
1	2025/2026 Physical Monitoring	\$123,281.26	16		28		20					\$45,546.60		\$56,760.00
2	Winter 2025 Biological Monitoring	\$31,650.10		16				52	76	6	6		\$11,791.00	
3	Summer 2026 Biological Monitoring	\$68,781.90		40				80	180	10	10		\$28,529.00	
4	Permit Processing	\$146,376.00	128	166	172	40	8		48	96		\$35,000.00		
5	Intergovernmental Coordination & Funding Support	\$45,240.00	56	56	48		4		16	8		\$10,000.00		
Total =			200	278	248	40	32	132	320	120	16	\$90,546.60	\$40,320.00	\$56,760.00
Rate =			\$256.00	\$166.00	\$166.00	\$125.00	\$100.00	\$152.00	\$95.00	\$90.00	\$60	1.1	1.1	1.1
Cost =			\$51,200.00	\$46,148.00	\$41,168.00	\$5,000.00	\$3,200.00	\$20,064.00	\$30,400.00	\$10,800.00	\$960.00	\$99,601.26	\$44,352.00	\$62,436.00
Total Labor Cost =			\$207,980.00											
Total Materials Cost =			\$960.00											
Total Sub-Consultants Costs =			\$206,389.26											
Total Project Costs =			\$415,329.26											
Coastal Protection Engineering LLC														

Coastal Protection Engineering LLC



COASTAL PROTECTION ENGINEERING

5301 N. FEDERAL HWY, SUITE 335

BOCA RATON, FL 33487

561-565-5100

Rate Schedule for RFQ 21-15-JW **Coastal Protection Engineering LLC** **March 2021**

I. Labor Rates

Labor Classification

Principal Engineer	\$256.00
Principal Coastal Scientist	\$256.00
Program Manager	\$180.00
Project Manager	\$166.00
Senior Coastal Engineer	\$166.00
Senior Marine Geologist	\$166.00
Senior Coastal Scientist	\$163.00
Senior Marine Biologist	\$152.00
Coastal Engineer	\$125.00
Coastal Modeler	\$110.00
Junior Coastal Engineer	\$100.00
Junior Coastal Scientist	\$95.00
CAD / GIS Operator	\$90.00
Engineering Intern / Technician	\$72.00

II. Reimbursable Costs*

Cost Classification

Mileage	\$0.575 / mile
SCUBA Diving	\$60 / diver / day
Equipment	Per Purchase Order
Direct Costs	Per Purchase Order
Sub-Consultants	10% of Cost

**Subject to terms and conditions of Contract and applicable Work Authorization and the following specific exclusions:*

- 1. Travel costs within Broward County to project sites and client offices.*
- 2. Incidental costs for set-up and hosting of conference call or virtual meetings.*
- 3. Miscellaneous contract administration costs such as task order development and negotiations.*



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-608

Agenda Date: 12/2/2025

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 settlement of all claims against the City in the litigation styled James Mccully vs. City of Deerfield Beach; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #106-100-131-1902-000-51900-503770 - General Liability Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$60,000

Account Name: General Liability Legal

Account Number: 106-100-131-1902-000-51900-503770

Background/History

James Mccully ("Mccully") filed a lawsuit against the City of Deerfield Beach styled *James Mccully vs. City of Deerfield Beach*, Case No. CACE-23-008833, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that Mccully slipped and fell on a wet bathroom floor at City Hall arising from a water leak, causing him to suffer injuries to his neck, back, and left shoulder and seek medical treatment, including significant surgery on his lower back. Mccully was transported by ambulance from City Hall on the day of the alleged incident to seek medical treatment and has provided documentation to the City of over \$195,000.00 in medical bills.

Current Activity

A mediation was held with Mccully and Mccully's legal counsel. Mccully is willing to settle all of his claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$60,000.00. The enclosed Resolution approves the settlement of the Lawsuit for the total amount of \$60,000.00, including attorney's fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Mccully against the City or its employees.

Recommendation

Approval.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT OF ALL CLAIMS AGAINST THE CITY IN THE LITIGATION STYLED *JAMES MCCULLY VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, James McCully (“McCully”) filed a lawsuit against the City of Deerfield Beach styled *James McCully vs. City of Deerfield Beach*, Case No. CACE-23-008833, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that McCully slipped and fell on a wet bathroom floor at City Hall arising from a water leak causing him to suffer injuries to his neck, back, and left shoulder and seek medical treatment, including significant surgery on his lower back; and

WHEREAS, McCully was transported by ambulance from City Hall on the day of the alleged incident to seek medical treatment and has provided documentation to the City of over \$195,000.00 in medical bills; and

WHEREAS, McCully is willing to settle all of his claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$60,000.00; and

WHEREAS, although the City asserts that it was not responsible for McCully’s alleged damages, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$60,000.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by McCully.

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 settlement of the Lawsuit for the total amount of \$60,000.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by McCully against the City or its employees.

Section 3. The appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and to provide for payment as indicated.

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-609

Agenda Date: 12/2/2025

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 settlement of all claims against the City in the litigation styled *Odette Henry vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #106-100-131-1902-000-51900-503770 - General Liability Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$150,000

Account Name: General Liability Legal

Account Number: 106-100-131-1902-000-51900-503770

Background/History

Odette Henry ("Henry") filed a lawsuit against the City of Deerfield Beach styled *Odette Henry vs. City of Deerfield Beach*, Case No. CACE-24-018349, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that a City garbage truck backed up over the hood and windshield of Henry's vehicle while she was operating the vehicle in front of her home, with the vehicle being lodged under the garbage truck and dragged causing her to suffer injuries to her neck and back, and to seek medical treatment, including significant surgery to address a broken vertebrae and wearing a neck brace for six weeks.

Henry has provided documentation to the City of over \$229,000.00 in medical bills.

Current Activity

The City and Henry engaged in Mediation. Henry is willing to settle all of her claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$150,000.00. The enclosed Resolution approves the settlement of the Lawsuit for the total amount of \$150,000.00, including attorney's fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Henry against the City or its employees.

Recommendation

Approval.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT OF ALL CLAIMS AGAINST THE CITY IN THE LITIGATION STYLED *ODETTE HENRY VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Odette Henry (“Henry”) filed a lawsuit against the City of Deerfield Beach styled *Odette Henry vs. City of Deerfield Beach*, Case No. CACE-24-018349, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that a City garbage truck backed up over the hood and windshield of Henry’s vehicle while she was operating the vehicle in front of her home, with the vehicle being lodged under the garbage truck and dragged causing her to suffer injuries to her neck and back, and to seek medical treatment, including significant surgery to address broken vertebrae and wearing a neck brace for six weeks; and

WHEREAS, Henry has provided documentation to the City of over \$229,000.00 in medical bills; and

WHEREAS, Henry is willing to settle all of her claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$150,000.00; and

WHEREAS, although the City asserts that it was not responsible for Henry’s alleged damages, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$150,000.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by Henry.

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 settlement of the Lawsuit for the total amount of \$150,000.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Henry against the City or its employees.

Section 3. The appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and to provide for payment as indicated.

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-560

Agenda Date: 12/2/2025

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 Jacobs Engineering Group, Inc. to provide professional engineering services related to the preparation of the 10-year water facilities supply plan in an amount not to exceed \$157,417.00; 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: \$157,417.00

Account Name: Other Professional Services

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

Background/History

In September 2024, the South Florida Water Management District's Governing Board approved the 2023-2024 Lower East Coast Water Supply Plan Update (2024 LEC Plan Update). The LEC Planning area encompasses all of Broward, Miami-Dade and Palm Beach counties, most of Monroe County, and portions of Hendry and Collier counties. The Plan contains an assessment of projected water demands through 2045.

Each local government within the LEC Planning Area is required by Section 163.3177(6)(c)4., Florida Statutes, to update its Water Supply Facilities Work Plan (Work Plan) within 18 months of the Governing Board's approval (by March 24, 2026). The Work Plan must cover at least a 10-year planning period, identify alternative and traditional water supply projects, conservation efforts, and reuse activities needed to meet the projected future demands.

Current Activity

In accordance to the City's master CCNA continuing services contract dated April 12, 2021, city staff reviewed the qualifications submitted by the City's CCNA continuing contractors and determined Jacobs Engineering Group, Inc. ("Jacobs") was the most qualified firm for this type of project. Staff requested and received a scope of services proposal from Jacobs as it relates to the Consultant assisting with updating the City's Water Supply Facilities Work Plan.

The Consultant will prepare the 10-Year Water Supply Facilities Work Plan (the "Work Plan") in accordance with Chapter 163, Florida Statutes, for the City's Comprehensive Plan Amendment submittal to the state.

In addition, the Consultant will provide professional services as described in this section to complete the City's Water Supply Facilities Work Plan in accordance with Florida Statutes Chapter 163, Part II traditional water supply projects, conservation, and reuse initiatives and other projects to meet the needs identified in the regional water supply plan.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve a Work Authorization with Jacobs Engineering Group, Inc. for Professional Engineering Services related to the 10-year Water Facilities Supply Plan under the Master CCNA Contract pursuant to RFQ#21-11-IG, in an amount not to exceed \$157,417.00.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A WORK
AUTHORIZATION WITH JACOBS ENGINEERING GROUP, INC. TO
PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO
THE PREPARATION OF THE 10 YEAR WATER FACILITIES SUPPLY
PLAN IN AN AMOUNT NOT TO EXCEED \$157,417.00; PROVIDING
FOR EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, in September 2024, the South Florida Water Management District (the “District”) approved the 2023-2024 Lower East Coast Water Supply Plan Update (the “LEC Plan”); and

WHEREAS, the Lower East Coast Water Supply area includes Palm Beach, Broward, Miami-Dade and parts of Monroe, Collier and Hendry Counties; and

WHEREAS, the LEC Plan was developed to assess projected water demands and potential sources of water for the period from 2021 to 2045, and is used by local governments, water users and utilities to update and modify local comprehensive plans, facility work plans, and ordinances; and

WHEREAS, in accordance with Section 163.3177(6)(c), Florida Statutes, the City’s Comprehensive Plan includes a general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element (the “Water Supply Element”); and

WHEREAS, Section 163.3117(6)(c)4., Florida Statutes, provides that the Water Supply Element identify such alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs identified in Section 373.709(2)(a), Florida Statutes, within the City’s jurisdiction and include a work plan, covering at least a 10 year planning period, for building public, private and regional water supply facilities, including development of alternative water supplies, which are identified in the element as necessary to serve existing and new development; and

WHEREAS, Section 163.3177(6)(c)4., Florida Statutes, further requires that within 18 months of the District approving an updated regional water supply plan, the City must update its Water Facilities Supply Plan (the “WSP”); and

WHEREAS, City staff desires to have the WSP prepared and updated consistent with the statutory requirements and the LEC Plan; and

WHEREAS, in order to update the WSP, staff desires to retain a firm to prepare the WSP consistent with the District’s LEC Plan and the statutory requirements; 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 architectural and engineering services on an as needed basis, including a continuing contract with Jacobs Engineering Group, Inc. (“Jacobs”) 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 Jacobs is the most qualified firm for the required engineering services for the preparation of the WSP (the “Services”); and

WHEREAS, the Department requested a proposal from Jacobs for the required Services and negotiated a project scope and fee in an amount not to exceed \$157,417.00, 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 Jacobs 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 \$157,417.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Jacobs, attached as Exhibit “1”, (the “Work Authorization”) in an amount not to exceed \$157,417.00 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 Jacobs, attached as Exhibit “1”, for professional engineering services for the preparation of the WSP in an amount not to exceed \$157,417.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Jacobs, 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 JACOBS
ENGINEERING GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES
RELATED TO THE 10 YEAR WATER FACILITIES SUPPLY PLAN**

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 Jacobs Engineering Group, 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 \$157,417.00 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 Article 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 Agreement, 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

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

Witnesses:

Signature

Signature

CONSULTANT

By: _____
Signature

Print Name: David Ashman

Title: Vice President



EXHIBIT A SCOPE OF SERVICES

INTRODUCTION

The City of Deerfield Beach has requested the Consultant assist with updating the City's Water Supply Facilities Work Plan. The Consultant will prepare the 10-Year Water Supply Facilities Work Plan in accordance with Chapter 163 of the Florida Statutes for the CITY's Comprehensive Plan Amendment submittal to the Department of Community Affairs (DCA). Chapter 163 of the Florida Statutes requires each local government to address in its comprehensive plan the water supply sources necessary to meet and achieve the existing and projected water demands for the established planning period considering the South Florida Water Management District's (SFMWD) Lower East Coast Water Supply Plan Update which was recently completed and adopted on September 12th, 2024 by the SFWMD. The Consultant will update the CITY's Work Plan for the 10-Year planning period to include alternative and traditional water supply projects, conservation, and reuse initiatives and other projects to meet the needs identified in the regional water supply plan.

DETAILED SCOPE OF WORK

The Consultant will provide professional services as described in this section to complete the CITY's Water Supply Facilities Work Plan in accordance with Florida Statutes Chapter 164, Part II. The Consultant will coordinate with CITY staff, collect and review data, and prepare a draft Water Supply Facilities Work Plan, and prepare a final Work Plan.

The services to be provided are as follows:

Task 1. Project Management

The Consultant will prepare for and conduct a project kick-off meeting with the project team and CITY staff. The meeting will be a virtual (via MS Teams) meeting attended by the Project Manager and two (2) Project Engineers. The Consultant will prepare for and attend up to two (2) progress meetings with CITY staff to discuss overall project status. The Consultant will prepare meeting agendas and deliver meeting minutes after each meeting.

Task 2. Data Collection and Review

The Consultant, to the extent possible, will use future population projections along with the associated water demands that were developed by the Consultant to support the planning, permitting, and design of the proposed water treatment plant (WTP) improvements planned under the Anion Exchange Treatment Upgrades project for the WTP (City Resolution No. 2023/214; PO # 240224). However, it is assumed that updated information will be required for the Water Supply Facilities Plan Update. The Consultant will collect data and review information required for updating the Work Plan.

It is assumed that the CITY will provide the data required for the Work Plan, which will include but is not limited to the following:

- Latest update of CITY utility geographic information system (GIS) geodatabase files related to potable water
- Most current version of Consumptive Use Permit for the WTP.
- Past 5 years historical potable water production data and monthly metered potable water consumption data in Microsoft Excel spreadsheet format.
- Current CITY Capital Improvement Plan.

Consultant will conduct a project kickoff meeting with representatives from the CITY's Environmental Services Department and CITY's Planning Department to identify project goals, project schedule milestones, level of service standards, conservation strategies and projected future needs. Consultant will provide a List of Required Data to be provided by others (e.g., conservation, reuse practices, Sustainability Action Plan (SAP) Goals, Objectives and Policies (GOPs), and ordinances/regulations).

Consultant will utilize the Water Supply projections which were developed by the Consultant under a separate contract. It is assumed that these projections will not require an update. Consultant will assess the current water sources and evaluate if these sources are adequate to meet the projected demands as presented in CUP modification.

Task 3. Infrastructure and Capital Improvements Elements

Consultant will review the permits associated with each water supply facility to compare the permit limitations on facility capacity with the future demands from each facility. The Consultant will provide a written summary describing the status of consumptive use permitting efforts as part of the Work Plan.

Consultant will coordinate with the City to review and evaluate additional water supply sources has been considered by the City to meet projected shortfalls. Consultant will incorporate Alternative Water Supply (AWS) sources in the Work Plan by working closely with the CITY, following the previously developed Water Supply Plan for the City. These sources will be within the constraints of CUP modification. Consultant will develop a schedule for implementing the AWS Projects and summarize in tabular format the amount of treated water deficiencies and treated water supply potentially available by implementing the AWS Projects.

Consultant will analyze and describe the capital improvements needed for current and future water supply needs. Consultant will identify any major Capital Improvements required but not funded by the City of Deerfield Beach. Consultant will incorporate the five (5) year CIP funding plan provided by the CITY into the Work Plan. Consultant will also incorporate funding recommendations identified by the CITY for committed funds for the first three (3) years of the CIP into the Work Plan. Consultant will schedule and attend one (1) meeting with representatives from the CITY's Environmental Services Department to discuss the CIP funding availability.

Task 4. 10-Year Water Supply Facilities Work Plan

Consultant will prepare a Draft and Final 10-Year Water Supply Facilities Work Plan generally following the document titled, "A Guide for Local Governments in Preparing Water Supply Comprehensive Plan Amendments and Water Supply Facility Work Plans", Florida Department of Community Affairs Division of Community Planning, September 2007. Consultant will attend one (1) meeting with the CITY to review the document and receive comments.

Task 5. Water Treatment Plant Operations Support

Consultant will designate a full-time Operations Consultant to serve as Interim Water Plant Superintendent for 12 weeks. The Operations Consultant will be a licensed Water Treatment Plant Operator, licensed in the State of Florida and will complete the following duties:

- Advise and consult with operations and City staff and make recommendations regarding the effective operations.
- Review all required regulatory reporting documents for use by the City.

- Report to the City's designated staff for day-to-day operations of the WTP.
- Follow average work schedule designated as 5-days per week at 8 hours per day.
- Support in identifying needs for the development of a maintenance plan.
- Support plant operations and maintenance, permit compliance, laboratory procedures, and process controls.
- Assess existing documentation, management systems, and training programs.
- Provide oversight on existing operating systems and develop recommendations for operating existing lime softening, nanofiltration, and reverse osmosis treatment processes. Provide direction and guidance to existing WTP operations and maintenance staff.

SCHEDULE

The project will start with the NTP from the CITY. The intended submittal time of each deliverable is included in the table below and is governed by the timing of and progress made by the selected contractor and is outside the control of Consultant. The anticipated total duration of this work authorization is **12 weeks**.

Task	Time from NTP
Task 1. Project Management	12 Weeks
Task 2. Data Collection and Review	4 Weeks
Task 3. Infrastructure and Capital Improvements Elements	12 Weeks
Task 4. 10-Year Water Supply Facilities Work Plan	12 Weeks
Task 5. Water Treatment Plant Operations Support	12 Weeks

COMPENSATION

Additional services over and beyond those defined in the scope above will be subject to additional compensation to be mutually agreed upon by both CITY and CONSULTANT.

Assumptions:

- Consultant will submit one (1) electronic *.PDF version of the draft meeting notes for each meeting attended within five (5) working days from the meeting date.
- Consultant will submit one (1) electronic *.PDF version to the City.
- Consultant will submit one (1) electronic *.PDF version and three (3) bound copies of the Final Work Plan to the City's Utility Department.
- Preparation of the final Work Plan incorporating the City's minor editorial comments is within the services however, any requested modifications of the Draft Work Plan that require re-analysis or the generation of new exhibits is not included as part of this Project Agreement.
- Funding analysis and service rate analysis/evaluations will not be conducted under this scope of services.
- City will assign a project manager who will be Consultant counterpart.
- Consultant will reasonably rely upon the accuracy and completeness of the information/data provided by City or third parties, without independent verification.
- Consultant will not be responsible for the following items, beyond providing consultation, analysis, recommendations, and support:
 - Execution of permit or regulatory reporting, or compliance reportable sampling and

- compliance data management.
 - Direct management of personnel issues, staff assignments, union grievances, or imposing disciplinary actions. Human Resources and primary administration of WTP staff will be maintained by the City. The CITY will remain the primary supervisor as it relates to personnel benefits, compensation, and other performance-based items. Consultant will advise the CITY's project representative if an individual employee is or is not performing the job functions as it pertains to their role and will report their attendance records.
 - Direct management of plant safety programs and/or drug or alcohol policy management.
 - The water distribution system, metering and utility locating will continue to be managed separately by the City. Consultant will coordinate with the distribution manager as required for daily activities.
- City will provide all equipment and access needed to perform the scope of work, including but not limited to a desk, computer, internet, network access, logins, and badges.
- Consultant consultation, review, configuration, or study (as applicable) of CITY's software, hardware, products or systems (collectively "The System") in no way makes JEG responsible for the performance, operation or security of the System. JEG makes no warranty, whether expressed or implied, as to the viability or performance of the System. Additionally, JEG cannot and does not provide any representation, warranty or guarantee that its services will ensure the System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. CITY is solely responsible for the security of the System and JEG's services do not in any way relieve CITY of any responsibility for the protection, firewalling and/or overall security of the System. Consultant shall have no responsibility or liability for the security of the System.

Task	Engineer 7	Engineer 5	Engineer 4	Engineer 3	Technician 5	Technician 4	Senior Admin Support	Admin Support	Subtotal Hours (-)	Subtotal (\$)	Expenses Task (\$)	Subtotal Task (\$)
<i>Hourly Rate</i>	\$242.00	\$193.00	\$144.00	\$111.00	\$111.00	\$87.00	\$87.00	\$77.00				
Task 1 – Project Management	4	8	48	8	8	0	0	8	84	\$11,816.00	\$ -	\$11,816.00
Task 2 – Data Collection and Review	4	16	60	28	0	0	4	4	116	\$16,460.00	\$ -	\$16,460.00
Task 3 – Infrastructure and Capital Improvements Elements	8	5	40	40	0	0	4	0	97	\$13,449.00	\$ -	\$13,449.00
Task 4 – 10-Year Water Supply Facilities Work Plan	8	16	200	40	0	0	16	0	280	\$39,656.00	\$ 750.00	\$40,406.00
Task 5 – WTP Operations Support	16	8	480						504	\$74,536.00	\$ 750.00	\$75,286
<i>Subtotal</i>	40	53	828	116	0	0	24	12	1,081	\$155,917.00	\$ 1,500	\$157,417



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-562

Agenda Date: 12/2/2025

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 WGI, Inc. to provide professional engineering construction administration services related to the Pioneer Park Pier No. 5 Dock Replacement Project in an amount not to exceed \$66,376.95; providing for execution and an effective date. (Funds from multiple accounts)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$ 66,376.95

Account Name: CIP Infrastructure

Account Number: 399-700-360-1901-000-57200-506530

Secondary Account Name: Other Professional Services

Secondary Account Number: 100-100-360-1901-000-51900-503099

Tertiary Account Name: Other Contractual Services

Tertiary Account Number: 100-100-360-1901-000-51900-503299

Background/History

The docking structure at Pioneer Park, 222 NE 2nd Avenue, Deerfield Beach, FL 33441, is composed of five piers, labeled 1 through 5. Pier 1 is a floating dock, and piers 3 through 5 are fixed docks. Due to the deterioration of the piles and decking, it was determined that the entire dock should be replaced. Piers 1 through 4 were reconstructed in FY2022.

On June 6, 2023, the City Commission approved a work authorization with WGI, Inc. to provide professional engineering design services to replace the existing Pioneer Park Pier 5 and its fishing dock, in an amount not to exceed \$84,690.00. Subsequent to the design, the City issued ITBC No. 25-031 seeking a qualified contractor for the Pioneer Park Pier No. 5 Dock Replacement Project (the "Project"). On October 7, 2025, the City Commission approved the award of ITBC No. 25-031 to Brothers' Construction, Inc.

Current Activity

The Department of Environmental Services has determined that in order to monitor the construction of the Project, it is necessary to obtain construction administration services. Pursuant to Request for Qualifications #2021-11-IG 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 contract with WGI, Inc. dated April 12, 2021 and renewed through April

11, 2026 (the "Continuing Contract"). WGI provided the engineering services for the Project and the Department determined that WGI is the most qualified firm for the required services. City staff requested a proposal from WGI. City staff desires to issue a Work Authorization to WGI under the terms and conditions of the continuing contract and WGI's proposal in an amount not to exceed \$66,476.95.

Recommendation

It is recommended that the City Commission approve the attached Work Authorization with WGI Inc. for an amount not to exceed \$66,376.95 for the required services.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A WORK
AUTHORIZATION WITH WGI, INC. TO PROVIDE PROFESSIONAL
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES
RELATED TO THE PIONEER PARK PIER NO. 5 DOCK
REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED
\$66,376.95; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, on June 6, 2023, the City Commission adopted Resolution No. 2023/101 approving a Work Authorization with WGI, Inc. to provide professional engineering services related to the Pioneer Park Pier & Fishing Dock Replacement Project (the “Project”) consisting of the structural design of Pier 5; and

WHEREAS, on October 7, 2025, the City Commission adopted Resolution No. 2025/176 approving the award of ITBC No. 25-041 for construction of the Project to Brothers’ Construction, Inc.; and

WHEREAS, the Department of Environmental Services (the “Department”) has determined that in order to monitor the construction of Project, it is necessary to obtain construction administrative services; and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG 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 WGI, Inc. (“WGI”) dated April 12, 2021 and renewed through April 11, 2026 (the “Continuing Contract”); and

WHEREAS, WGI provided the engineering services for the Project, and the Department determined WGI is the most qualified firm to provide construction administration services for the Project; and

WHEREAS, the Department requested a proposal from WGI for the construction administration services and negotiated a project scope and fee in an amount not to exceed \$66,376.95, 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 WGI under the terms and conditions of the Continuing Contract for the construction administration services (the “Services”) set forth in Exhibit “A” to the Work Authorization, attached as Exhibit “1”, (the “Work Authorization”) in an amount not to exceed \$66,376.95; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with WGI, attached as Exhibit “1”, in an amount not to exceed \$66,376.95 for the Services for the Project.

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

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

Section 2. The City Commission hereby approves the Work Authorization with WGI, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$66,376.95.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with WGI, 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 WGI INC. FOR PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATIVE SERVICES RELATED TO THE PIONEER PARK PIER 5 AND FISHING DOCK REPLACEMENT

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 WGI, Inc. a Florida 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 \$66,376.95 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

Heather Montemayor, City Clerk

Date: _____, 2025.

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

Anthony C. Soroka, City Attorney

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND WGI INC. FOR
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES RELATED TO THE
PIER 5 AND FISHING DOCK REPLACEMENT

Attest:

Corporate Secretary

Witnesses:

Signature

Signature

CONSULTANT

By: 
Signature

Print Name: JEFFREY BERGMANN

Title: DIRECTOR, SPECIALTY STRUCTURES

Date: NOVEMBER 10, 2025.

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EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide the following professional engineering construction administrative services for the Pier 5 Fishing Dock Replacement Project and oversee the construction contract between the City and Brothers' Construction, Inc. ("Contractor"), in accordance with said contract and as set forth below:

PROJECT UNDERSTANDING

The City of Deerfield Beach is set to replace the existing pier 5 and fishing dock at Pioneer Park. WGI provided the City with construction plans for the pier and fishing dock with an expansion of fire protection on the dock. The City has requested WGI to provide construction phase services.

SCOPE OF SERVICES

- I. Independent Special Inspection Services** **\$14,463.75**
 - 1. WGI will procure the services of an independent Special Inspector (TSFGeo) to observe the placement of the prestressed concrete piles; and
 - 2. WGI will coordinate pile observations and review field reports as part of project certification.

- II. Construction Phase Services** **\$51,913.20**
 - 1. Sign and seal maximum of two (2) sets of plans for the contractor's use in obtaining the building permit. If the WGI structural documents are included as a part of a larger set of construction documents, the plans are to be provided by the CLIENT;
 - 2. Attend preconstruction meeting and up to thirty-six (36) biweekly progress meetings. Progress meetings will be attended both remotely and in-person;
 - 3. Review shop drawings, O&M manuals, test reports, and other relevant submittal data.
 - a. Shop drawings are anticipated to consist of;
 - i. Concrete mix designs
 - ii. Steel reinforcement
 - iii. Wood materials and accessories
 - iv. Prestressed concrete piles
 - v. Steel fasteners
 - vi. Sprinkler plans
 - vii. Pipe and fitting materials
 - viii. Hangers
 - 4. Provide interpretation of plans and specifications. Assist with review of contractor's proposals for any changes of work. WGI will review Contractor submitted pay applications and provide recommendation on payment per the Engineers Joint Contract Documents Committee Contractor's Application for Payment;
 - 5. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. Level of effort shall be that required to provide certification of

project completion and conformance with plans and specifications as they relate to the structural design elements. Site observation will be completed at least once per month of construction activities;

6. Participate in Substantial Completion and Final Completion walk-throughs for the project. Provide CLIENT input and assistance in generating Punch List items for the project using ProCore;
7. Provide project certifications of the observed portions and components of the work;
8. Construction administration services will be completed using Procore: Construction Software; and
9. Prepare Record Drawings for the project based on red-lined drawings provided by the Contractor. One (1) hard copy and one (1) electronic copy (PDF and AutoCAD versions) of Record Drawings shall be provided to the CLIENT.

Summary of Fees

I.	Independent Special Inspection Services	\$ 14,463.75
II.	Construction Phase Services	\$ 51,913.20
Total Fees		\$66,376.95

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. Consultant's Administrative duties as set forth in the Construction Contract between City and Contractor for the Project dated October 7, 2025.
2. Construction services are highly dependent on the Contractor selected to perform the work. The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of the work, or structural design and re-engineering to correct poor construction workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by the Contractor for work which will be covered such as underground foundations, reinforcing within concrete forms to be cast, driven or cast piles, or structural steel covered by finishes or other substrates. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit;
3. Contractor to provide minimum 24-hour notice of any site visit;
4. Field work hours are limited to Monday thru Friday, 8:00am to 5:00PM;
5. Construction scope modifications will require an amendment to this contract. WGI will submit a separate proposal for those services; and
6. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-582

Agenda Date: 12/2/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Second Amendment to the construction contract with Layne Christensen Company for the rehabilitation of the Floridan Aquifer Raw Water Wells Project to extend the substantial completion date for the project to June 1, 2026, and the final completion date to July 1, 2026; 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

Fiscal Impact

Costs: None

Account Name: CIP Infrastructure

Account Number: 413-300-360-3602-000-53600-506530

Background/History

On June 20, 2023, the City Commission approved Resolution 2023/116, approving the award for Invitation to Bid #23-15-BA for the rehabilitation of Floridan Aquifer raw water wells FA-1 and FA-2, by authorizing the execution of an agreement with Layne Christensen Company (the "Contractor") for an amount not to exceed \$942,662.07. The City and the Contractor entered into a construction contract dated June 30, 2023 (the "Contract"). Paragraph 4 of the Contract provided that the Contractor was to achieve substantial completion of the Project within 120 calendar days from the issuance of the Notice to Proceed (the "NTP"), and achieve Final Completion of the Project within 160 calendar days from the issuance of the NTP. The City issued the NTP on October 30, 2023.

When the work was initially started on FA-2, a significant amount of sand was noticed to be coming out of this well while pumping. On June 4, 2024, the City Commission adopted Resolution No. 2024/078, approving the execution of a first amendment to the Contract to extend the substantial completion date for the project to November 1, 2024, and the final completion date to November 20, 2024, due to the need to install the additional liners to ensure proper sealing of the wells. Until the situation of well FA-2 was evaluated and a plan to remedy was defined, efforts were concentrated on well FA-1, until its rehab was completed on February 6, 2024. The engineering consultant selected by the City to provide technical assistance for this project, RK&K, worked with TAM, International (the swelling packer products provider) and Layne (the Contractor) to delineate a plan to rehab FA-2 including designing and specifying a liner to be installed inside the well for this purpose. By April 16, 2024, the liner was specified, and the contractor (Layne) provided the City with a proposal. Based on that proposal, no additional funding was required from the City to achieve final completion. The Contractor and TAM International required almost nine months to get the contract terms and

conditions agreed upon by the applicable parties for liner fabrication and installation assistance. Manufacturing of the liner by TAM lasted four additional months. Once the liner was ready, it was shipped out within three weeks from the manufacturer for Layne to install. Due to changes in the Department's management during this time, a request for the additional time extension was not previously submitted to the City Commission to account for these additional delays.

Current Activity

The rehabilitation of well FA-2 finally restarted on May 22, 2025. During this process, the Contractor had difficulty ensuring the liner's packer elements swelled sufficiently to properly attach to the well's (casing) and borehole wall. After consulting with the liner manufacturer, it was recommended to provide additional time to "cure" the liner for up to 270 days after its installation. It is estimated that this process, and the following steps to restore this well to operation, will be completed by July 1, 2026, requiring a total time extension of 585 days from the dates established on Change Order #1. Another factor to consider is that this repair method has never been used for this type of application, and there is no certainty that the condition of this well will be corrected. The Department Executive staff at the time were aware of this and made the business decision to attempt using this method of repair for this asset valued at around \$8 million. No additional costs are being requested by the contractor with this time extension.

The water treatment plant Reverse Osmosis Process is being fed by well FA-1, limiting its production capacity to half its rated capacity of three million gallons per day, maintaining only one of two skids in operation.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve a time extension to Layne Christensen Company for the project to rehab wells FA-1 and FA-2, resulting in a new substantial completion date of June 1, 2026, and final completion date of July 1, 2026.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE CONSTRUCTION CONTRACT WITH LAYNE CHRISTENSEN COMPANY FOR THE REHABILITATION OF THE FLORIDAN AQUIFER RAW WATER WELLS PROJECT TO EXTEND THE SUBSTANTIAL COMPLETION DATE FOR THE PROJECT TO JUNE 1, 2026, AND THE FINAL COMPLETION DATE TO JULY 1, 2026; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and Layne Christensen Company (the “Contractor”) entered into a Construction Contract, dated June 30, 2023, (the “Contract”) for Engineering and Construction Services for the rehabilitation of the Floridan Aquifer Raw Water Wells Project (the “Project”) pursuant to Invitation to Bid #23-15-BA (the “ITB”); and

WHEREAS, Paragraph 4 of the Contract provided that the Contractor was to achieve substantial compliance of the Project within 120 calendar days from the issuance of the Notice to Proceed, and achieve Final Completion of the Project within 160 calendar days from the issuance of the Notice to Proceed; and

WHEREAS, the City issued the Notice to Proceed on October 30, 2023 whereby substantial completion was to be achieved by February 29, 2024, and final completion achieved by March 20, 2024; and

WHEREAS, the rehabilitation of Well FA-1 was completed on February 6, 2024; and

WHEREAS, on June 4, 2024, the City Commission adopted Resolution No. 2024/078 approving the execution of a First Amendment to the Contract to extend the substantial completion date for the Project to November 1, 2024 and the final completion date to November 20, 2024 in order to address the installation of additional liners to ensure proper sealing of the wells and complete the Project; and

WHEREAS, during Project implementation and evaluation of issues with Well FA-2 regarding the significant amount of sand coming out of the well during the pumping process, the City’s engineering consultant coordinated with the Contractor and TAM International, the swelling packer products provider, to delineate a plan for the rehabilitation of Well FA-2, which included design and designated a liner to be installed inside the well to address this issue; and

WHEREAS, based upon the plan and proposal for Well FA-2, no additional funding was required for the Contractor to achieve final completion of the Project, however, the agreement between TAM International and the Contractor related to the liner fabrication and installation assistance took nine months to finalize, and the manufacturing of the liner took an additional four months, with the liner received by the Contractor within three weeks thereafter; and

WHEREAS, the rehabilitation and installation of the liners for Well FA-1 started on May 22, 2025, however, the Contractor had difficulty ensuring the liner's packer elements swelled sufficiently to properly attach to the well's casing and borehole wall; and

WHEREAS, upon further consultation with TAM International, it was recommended that additional time to cure the liner for up to 270 days after its installation was required; and

WHEREAS, the Contractor has continued to perform the services and is requesting an extension of the substantial and final completion dates for the Project with no additional costs to the City associated with such request; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the Second Amendment to the Contract, attached as Exhibit "A", (the "Second Amendment") in order to extend the Substantial Completion date for the Project to June 1, 2026, and Final Completion date for the Project to July 1, 2026; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize execution of the Second Amendment, attached as Exhibit "A".

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

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

Section 2. The City Commission hereby approves the Second Amendment to the Contract with Contractor, attached as Exhibit "A", to extend the Substantial Completion date for the Project to June 1, 2026, and Final Completion date for the Project to July 1, 2026.

Section 3. The City Manager is authorized to execute the Second Amendment, 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 and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**SECOND AMENDMENT TO THE CONSTRUCTION CONTRACT BETWEEN THE
CITY OF DEERFIELD BEACH, FLORIDA AND LAYNE CHRISTENSEN COMPANY
FOR REHABILITATION OF THE FLORIDAN AQUIFER RAW WATER WELLS
PROJECT**

This Second Amendment (the "Amendment") to the Construction Contract, dated June 20, 2023, (the "Contract") is made and entered into this ____ day of 2025, by and between the City of Deerfield Beach, Florida, a municipal corporation in the State of Florida (the "City") and Layne Christensen Company (the "Contractor")(collectively, City and Contractor are the "Parties").

RECITALS

WHEREAS, City and Contractor entered into the Contract for Contractor to provide engineering and construction services for the rehabilitation of the Floridan Aquifer Raw Water Wells Project as set forth in Invitation to Bid No. 23-15-BA (the "Project"); and

WHEREAS, Paragraph 4 of the Contract set forth that the Contractor was to achieve substantial completion of the Project within 120 calendar days from the City's issuance of a Notice to Proceed, and achieve Final Completion of the Project within 160 calendar days of the issuance of the Notice to Proceed; and

WHEREAS, the City issued the required Notice to Proceed on October 30, 2023; and

WHEREAS, since the issuance of the Notice to Proceed, Contractor has been performing the required rehabilitation services, however, in the course of the performing the services, it was discovered that Wells FA1 and FA2 would require additional liners to be installed to complete the services to the Well; and

WHEREAS, due to the need to install the additional liners to ensure proper sealing of the work, the required completion dates were not feasible, and it was determined such dates need to be extended; and

WHEREAS, on June 4, 2024, the City Commission adopted Resolution No. 2024/078 approving the execution of a first amendment to the Contract (the "First Amendment") to extend the substantial completion date for the project to November 1, 2024, and the final completion date to November 20, 2024; and

WHEREAS, during the extended service period, by April 16, 2024, the City's engineering consultant, the Contractor and Tam International (the provider of the liner) coordinated a plan of action for the design, delivery and installation of the additional liner, however, the timeframe for this plan took approximately nine months and delivery of the new liners took an additional three weeks to be shipped and installed by the Contractor; and

WHEREAS, subsequent to the delivery and receipt of the new liners, rehabilitation of Well FA2 was restarted on May 22, 2025, and during this process issues with the liner's packer elements arose, and upon consultation with Tam International, it was recommended that additional time to "cure" the liner was necessary, which would require up to 270 after its installation; and

WHEREAS, the Contractor has continued to perform the services and is requesting an extension of the substantial and final completion dates for the project with no additional costs to the City associated with such request; and

WHEREAS, Section 8.2 of the Agreement allows for the contract time to be extended and Contractor has submitted its request for such extension; and

WHEREAS, the City and Contractor desire to amend the Contract to reflect the new substantial completion and final completion dates for the Project.

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 Contractor do hereby agree as follows:

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

Section 2. Paragraph 4 of the Contract is hereby amended to read as follows:

The Contractor shall complete the Work and shall achieve substantial completion in accordance with the Contract terms and conditions by June 1, 2026, and shall achieve final completion in accordance with the Contract terms and conditions by July 1, 2026 (the "Final Completion Date").

Section 3. The Parties agree that, except as expressly amended in this Amendment, all terms, conditions, and specifications of the Contract, as amended by the First Amendment, shall remain the same and in full force and effect, and shall apply to all work performed by the Contractor for the Project.

Section 4. This Amendment shall be effective upon execution by the Parties.

**SECOND AMENDMENT TO THE CONSTRUCTION CONTRACT BETWEEN THE
CITY OF DEERFIELD BEACH, FLORIDA AND LAYNE CHRISTENSEN COMPANY
FOR REHABILITATION OF THE FLORIDAN AQUIFER RAW WATER WELLS
PROJECT**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized agents and representatives.

CITY

ATTEST:

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

Heather Montemayor, City Clerk

Rodney Brimlow, City Manager

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

Date: _____

Anthony C. Soroka, City Attorney

CONTRACTOR

ATTEST:

Layne Christensen Company

Corporate Secretary

By: _____

Signature

Title: _____

Date: _____



Layne
5741 Zip Drive.
Fort Myers, FL 33909
239-275-1029
Tristan.parslev@gcinc.com
www.layne.com
www.graniteconstruction.com

11/13/2025

John Holdman
Water Treatment Plant Supervisor
City of Deerfield Beach, FL
290 Goolsby Blvd.
Deerfield Beach, FL 33442
954-250-4314

Subject: Letter of Intent to Extend Contract – Resolution No. 2023/116

John:

On behalf of Layne Christensen Company, I am writing to formally express our intent to extend the current contract with the City of Deerfield Beach, executed under Resolution No. 2023/116.

Per the terms of our agreement and in alignment with the City's requirements, we respectfully request to extend the contract period from November 23rd, 2024, through July 1st, 2026. Layne Christensen Company remains committed to delivering the highest quality of service and ensuring that all contractual obligations are met throughout the extended term.

The Contract extension has been requested due to restraints from TAM International in the production of the TAM Liner that had been installed in the well, as well as the new liner needing to sit and swell due to the prior attempts to pull from the well to seat it properly.

Please see the proposed schedule agreed between Layne and RK&K

We value the strong partnership between Layne Christensen Company and the City of Deerfield Beach, and we look forward to continuing to support the City's initiatives under this contract. Please let us know if any additional documentation or approvals are required to finalize this extension.

Thank you for your continued trust in our services.

Best Regards,

Ethan Nieves
Project Manager

Date	Well FA-2	Well FA-1	Contracting (Layne / TAM Intern'l)	Liner Packer
10/30/2023	NTP	NTP		
10/31/2023	On-site: develop sand			
12/19/2023	Stopped development			
01/02/2024		On-site: develop sand		
02/06/2024		Completed development		
				RK&K Conceptual FA-2 Liner/Packer Design
04/17/2024			TAM Approved as Layne Vendor	
01/06/2025			Layne contracted w/ TAM to fabricate the liner/packer	
05/02/2025				TAM – Fabrication of Liner Completed
05/22/2025				Liner on-Site at Well FA-2 and Installed
07/22/2025				Liner Back-off / Liner not seated (see: Memo)
07/24/2025	WAIT ON BOTH LINER PACKER UNITS TO SWELL IN FRESHWATER RINSE			Liner re-set to casing seat
02/15/2026				Planned back-off post-packer swelling
6/1/2025				Complete re-development



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-561

Agenda Date: 12/2/2025

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 Hazen and Sawyer, P.C. to provide professional engineering services related to the Deep Injection Well Project at the West Water Treatment Plant in an amount not to exceed \$65,284.00; providing for execution and an effective date. (Funds from Account #413-300-360-3603-000-53600-506530 - Utilities Capital/CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$65,284.00

Account Name: Utilities Capital/CIP Infrastructure

Account Number: 413-300-360-3603-000-53600-506530

Background/History

The City of Deerfield Beach's Water Treatment plant uses a deep injection well to dispose of the concentrate produced by their membrane-based processes. Currently, the plant has two of these processes in operation; a Reverse Osmosis (RO) plant and a Nano Filtration Plant, with a combined capacity of approximately 16.1 Million Gallons per Day (MGD). With these processes, a fraction (around 20%) of raw water is wasted. This waste known as "concentrate", requires disposal. The normal method of disposing of this concentrate is the plant's deep injection well.

Since January 2025, the injection well has been out of service resulting from clogging. In the meantime, the City has been discharging to the Broward County Wastewater Services collection system under the City's large-user agreement. Monthly concentrate disposal costs are approximately \$30,000. The County has informed the City that the current diversion of concentrate to the wastewater collection system may not exceed 24 months, 9 months of which have elapsed. Under this scenario, in parallel with investigating the source of this clogging and taking actions to prevent recurrence, the rehab of this well and associated piping and appurtenances is needed to meet this deadline.

As part of the initial steps for this project, assistance from this consultant is required for permitting, defining the scope of work, assisting with procurement process, and providing technical support during execution of the work. The cost of this Work Authorization for consulting services is part of the project's costs.

Current Activity

While this injection well remains out of service, the plant is disposing of the concentrate through the City's sanitary sewer collection systems to be later treated by the County's system, but this can only be used as a temporary alternate means of disposal. Hazen and Sawyer is a continuing contractor of the City pursuant to the CCNA (Section 287.055, Fla. Stat.) and RFQ #21-11-IG and was deemed by staff as the most qualified to perform this work. A proposal was received from Hazen and Sawyer for the total amount of \$65,284.00 for the above-mentioned services related to this project.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a Work Authorization with Hazen and Sawyer for Professional Services related to the project, for the concentrate Deep Injection Well (DIW) cleaning, in an amount not to exceed \$65,284.00.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A WORK
AUTHORIZATION WITH HAZEN AND SAWYER, P.C. TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DEEP
INJECTION WELL PROJECT AT THE WEST WATER TREATMENT
PLANT IN AN AMOUNT NOT TO EXCEED \$65,284.00; PROVIDING
FOR EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach’s West Water Treatment Plant (the “Plant”) uses a deep injection well to dispose of the concentrate produced by the membrane-based processes; and

WHEREAS, the Plant has a Reverse Osmosis process and a Nano Filtration process in operation with a combined capacity of approximately 16.1 million gallons per day, and approximately 20% of raw water is waste with these processes; and

WHEREAS, the waste is known as “concentrate”, which requires disposal through the Plant’s deep injection well; and

WHEREAS, the deep injection well has been out of service since January 2025, which has resulted in clogging, and the City has been discharging to the Broward County Wastewater Services collection system (the “County System”) under the City’s large-user agreement, with a monthly concentrate disposal cost of approximately \$30,000.00; and

WHEREAS, Broward County has notified the City that the current diversion to its system may not exceed 24 months, and the City has been discharging to the County System for approximately 9 months; and

WHEREAS, due to the clogging issue with the deep injection well and the limited availability to divert the concentrate to the County System, the Department of Environmental Services (the “Department”) has determined that it is necessary to rehabilitate the well and its associated piping and appurtenances (the “Project”); and

WHEREAS, in order to proceed with the Project it is necessary to retain professional engineering services to assist the City with permitting, defining the scope of work for the rehabilitation of the well, development of the bidding and procurement process, and technical support during the implementation of the work (collectively, the “Services”); and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG 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 Hazen and Sawyer, P.C. (“Hazen”) dated April 12, 2021 and renewed through April 11, 2026 (the “Continuing Contract”); and

WHEREAS, the Department determined that Hazen was the most qualified continuing contractor to perform the Services and requested a proposal from Hazen and negotiated a project scope and fee in an amount not to exceed \$65,284.00, 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 Hazen 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 \$65,284.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Hazen, attached as Exhibit “1”, (the “Work Authorization”) in an amount not to exceed \$65,284.00 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 Hazen, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$65,284.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Hazen, 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 HAZEN AND SAWYER FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WEST WTP INJECTION WELL PROJECT

This Work Authorization is entered into this ____ day of _____, 202__, by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the “City”) and Hazen and Sawyer, P.C. a Florida corporation (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 \$65,284.00 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.

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND HAZEN AND SAWYER FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WEST WTP INJECTION WELL PROJECT

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

Heather Montemayor, City Clerk

Date: _____, 2025.

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

Anthony C. Soroka, City Attorney

CONSULTANT

Attest:

By: _____
Signature

Corporate Secretary

Print Name: _____

Witnesses:

Title: _____

Signature

Date: _____, 2025.

Signature

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional engineering services for the Rehabilitation of Injection Well IW-1 Oversight and Rerating, West Water Treatment Plant Project as follows:

1. PROJECT BACKGROUND

The City owns and operates a Class I Industrial injection well system for disposal of nanofiltration reject, membrane skid pre-flush, and reverse osmosis concentrate at the West Water Treatment Plant under the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Operation Permit 0128648-007-UO/1I, issued November 21, 2024.

The CITY has experienced costly disposal system performance and capacity loss issues over the past 12 years, despite rehabilitation efforts. The injection well was rehabilitated in 2024 by mechanical (tubing brushing and reverse air development) and chemical (acidization with hydrochloric acid) means to remove the buildup of precipitate on the tubing walls. Overall, a 291% percent improvement in injectivity was observed from pre- rehabilitation at 55 gpm/psi to 160 gpm/psi, post-acid. Following rehabilitation in 2024, significant scaling within the well and surface piping reduced the effective diameter of the piping and well tubing, thus increasing the frictional losses leading to a significant reduction in injection capacity. The well was taken out of service in February 2025. The CITY has been discharging to the Broward County Wastewater Services collection system under the City's large-user agreement, not to exceed 24 months. In parallel with the CITY to pursuing near and long-term solutions for injection well disposal capacity and as documented in the *Injection Well System Performance and Recommendations Technical Memorandum*, dated August 8, 2025, the CONSULTANT recommended rehabilitating the injection well for short duration and emergency use, if required to return to service.

CONSULTANT will assist the CITY in preparing an FDEP UIC-approved plan and developing bidding documents, including requirements for tubing brushing, airlift development, and acidization. An initial investigation consisting of geophysical logging and downhole video survey of the injection tubing and open borehole interval will provide information on the current condition of and extent of scaling of the tubing. Brushing and reverse air development will be used to clean and remove loose material from the well tubing and well bore. Acidization chemical treatment will supplement the mechanical development to increase the capacity of the open borehole injection zone. Injectivity testing will be performed to evaluate the background and post-rehabilitation well conditions.

2. SCOPE OF SERVICES:

The following tasks provide professional services to facilitate the initial steps in restoring injection well disposal capacity and mitigating future capacity loss. Services include:

- Task 1 – Injection Well Rehabilitation Design, Permitting and Bid Phase Services
- Task 2 – Field Oversight Services

Task 3 – Reporting and Regulatory Communication

Task 1 – Injection Well Rehabilitation Design, Permitting and Bid Phase Services

CONSULTANT will prepare a rehabilitation plan for FDEP approval and technical design documents (rehabilitation plans and specifications) for advertisement by the CITY.

CONSULTANT will assist the CITY throughout the procurement process on an as-needed basis. Tasks may include:

Prebid/pre-procurement meeting – agenda, coordination, and summary

Addenda and clarifications – as-needed during the procurement process

Evaluation and recommendation (technical only) – following receipt of the bids, in parallel with CITY Purchasing review

Deliverables:

- Draft Rehabilitation Plan for CITY review
- Final Rehabilitation Plan signed and sealed for submittal to FDEP
- Draft Technical Specifications and Drawings for CITY review
- Final Technical Specifications and Drawings for Bid
- Pre-Bid Meeting Agenda and Summary
- Addenda (as needed)

Task 2 – Field Oversight Services

CONSULTANT will provide the following field services to assist the CITY with the rehabilitation and rerating of its Class I injection well IW-1. The proposed initial investigation will consist of the downhole video of the well, a caliper geophysical log and flow log. Rehabilitation activities based on the initial investigation will include casing brushing, airlift development, and acidization. Additionally, the CONSULTANT will assist the CITY with the rerating of IW-1. This task includes:

- Conducting one preconstruction meeting at the CITY with the selected contractor and CITY staff to coordinate scheduling and site logistics.
- Contractor coordination.
- Coordination with the CITY on the source water, flow rate, pumping capacity and data collection for testing.
- Provide qualified on-site observation services, as needed, during rehabilitation activities for up to 24 days of work.
- Field observation during rerate testing. This task includes coordination with FDEP and the CITY to schedule the witnessed testing.

Deliverables:

- Pre-construction meeting agenda and summary.
- Engineer Daily Reports

Task 3 – Reporting and Regulatory Communication

CONSULTANT will provide reporting and regulatory communication during and upon completion of the rehabilitation, which includes the following services:

- Coordination and correspondence with FDEP during rehabilitation activities.
- Summarizing the results of the rehabilitation and testing in a brief report (PDF), which will be signed, sealed, and submitted to the FDEP UIC following CITY review.
- Responding to RAIs from FDEP.

Deliverables:

- Draft Rehabilitation Technical Memorandum for CITY review
- Final signed and sealed Rehabilitation Technical Memorandum for CITY and submittal to FDEP
- Response to RAIs from FDEP

- 3. BASIS OF COMPENSATION:** Compensation shall be as set forth in Section 3 of this Work Authorization. The amount not to exceed set forth in Section 3 of the Work Authorization is summarized below. CONSULTANT may reallocate labor budgets between tasks provided the total budget is not exceeded. Additional services over and beyond those defined in the scope above will be subject to additional compensation to be mutually agreed upon by both CITY and CONSULTANT. The Compensation may only be exceeded upon written authorization by CITY otherwise, CONSULTANT will complete the Scope of Services for the not to exceed amount.

	Associate Vice President	Senior Associate	Senior Principal Scientist	Scientist	Principal Graphic Designer	Senior Admin	Total Hours	Labor Cost
HOURLY BILLING RATES	\$298	\$295	\$180	\$122	\$150	\$100		
Task 1 - Rehab Plan, Technical Specifications, Bidding	8	24	32	0	8	8	80	\$17,224
Task 2 - Field Oversight	16	8	60	140	0	0	224	\$35,008
Task 3 - Reporting and Regulatory Communication	8	4	32	24	4	2	74	\$13,052
Total Hours	32	36	124	164	12	10	378	\$65,284

4.TIME OF PERFORMANCE:

Activity	Estimated Timeframe/Duration
Draft Rehabilitation Plan	2 weeks following NTP
Final Rehabilitation Plan submittal to FDEP	1 week following receipt of CITY review comments
Draft Rehabilitation Technical Specification and Drawings	4 weeks following FDEP approval of Plan
Final Rehabilitation Technical Specification and Drawings	2 weeks following receipt of CITY review comments
Procurement Assistance	As requested by CITY
Contractor Notice To Proceed (NTP)	0
Site Visit and Preconstruction Meeting	1 week from Contractor NTP, at the CITY's convenience
Rehabilitation Completion	1 month, following CITY NTP to Contractor
Draft Technical Memorandum	4 weeks following rehabilitation completion
Final Technical Memorandum submittal to FDEP	1 week following receipt of CITY review comments

5.ASSUMPTION(S):

CONSULTANT's level of effort is based on the following key assumptions:

- CITY will enter into an agreement with a Florida licensed Water Well Contractor to complete the rehabilitation work. No prequalification of Contractors will be performed by CONSULTANT.
- CITY will lead the procurement and will electronically provide front end documents applicable to the project.
- CONSULTANT will be responsible for health and safety of their employees only.
- Contractor shall be responsible for providing all materials and equipment necessary to complete all work, including all testing equipment.
- CONSULTANT does not guarantee nor warrant a restorative capacity for the injection well but will work with the contractor and CITY to maximize the potential capacity.
- CITY will assist in coordinating site access for rehabilitation
- It is assumed that there are no regulatory fees associated with this work
- The last mechanical integrity test (MIT) was successfully completed in 2021

and, therefore, is not required to be completed until December 9, 2026.

- All deliverables will be electronic.
- Surveying services, underground utility locates and geotechnical investigations are not included in this work effort.
- No local minority business enterprise or local small business enterprise participation is included in this work effort.