



## **Regular City Commission Meeting Agenda**

150 NE 2<sup>nd</sup> Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Todd Drosky

Vice Mayor Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Daniel Shanetzky

District 4 Commissioner Tom Plaut

Tuesday

August 4, 2026

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:** June 16, 2026

City Commission Workshop Meeting Minutes

**Attachment:** July 2, 2026 , July 6, 2026

**ACKNOWLEDGEMENT OF CITY BOARD MINUTES**

Charter Review Board Meeting Minutes

**Attachment:** May 21, 2026

African American Heritage Board Meeting Minutes

**Attachment:** June 9, 2026

Community Appearance Board Meeting Minutes

**Attachment:** June 24, 2026

**APPROVAL OF THE AGENDA**

*August 4, 2026*

## ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82888745753?pwd=16D4hIPBIJCj7Z1UQ6j38PNjyDKund.1>

**Join Zoom Meeting via telephone by dialing:**

**Call-in Number: (305) 224-1968**

**Meeting ID: 828 8874 5753#**

**Participant ID: #**

**Passcode: 750519#**

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

**Attachment:** Zoom Instructions

## AWARDS & RECOGNITION

1. **Certificate of Recognition presented to Patrick Bardes, Coastal Waterway Coordinator, in recognition of his efforts with the Dune Restoration Project.**

**Sponsor:** Vice Mayor Hudak

## PRESENTATIONS

2. **Presentation by Dr. Howard Hepburn, Broward County School Board Superintendent, regarding the School Board Secure the Next Generation Referendum.**

**Sponsor:** Department of Community Services

## PUBLIC HEARINGS

3. **P.H. 2026-061: Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the fiscal year 2026-2027 Community Development Block Grant ("CDBG") Annual Action Plan and projected use of \$735,662.00 in CDBG Funds; providing for implementation and an effective date.**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Department of Community Services

***Attachment:*** CDBG Annual Action Plan

## PUBLIC HEARINGS – SECOND READING

4. **P.H. 2026-072: ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," SECTIONS 98-10, 98-12, 98-14, 98-15 AND 98-17 OF THE CITY'S LAND DEVELOPMENT CODE TO PROVIDE FOR ADMINISTRATIVE APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071, FLORIDA STATUTES; AMENDING CHAPTER 14, "BUILDING AND BUILDING REGULATIONS," SECTION 14-69 "PLAT BOOK" AND SECTION 14-72 "DEVELOPMENT PLATS TO CONTAIN STREET NAMES," AND AMENDING CHAPTER 22 "CEMETERIES," SECTION 22-2 "BURIAL PROHIBITED EXCEPT IN DULY DESIGNATED OR PLATTED CEMETERIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH THE ADMINISTRATIVE PLAT APPROVAL PROCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

*Suggested Action:* Commission to vote on Ordinance

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

*Sponsor:* Department of Planning & Development Services

***Attachment:*** Land Development Code Amendment

5. **P.H. 2026-073: ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CERTAIN AMENDMENTS TO THE**



**CITY CHARTER, SUBJECT TO VOTER APPROVAL; CALLING FOR A REFERENDUM ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON NOVEMBER 3, 2026; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

*Suggested Action:* Commission to vote on Ordinance

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

*Sponsor:* City Commission

***Attachment:*** City Charter Amendments

## PUBLIC COMMENT

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

## CONSENT - BOARD APPOINTMENTS

- 6. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Joseph Cummings as an alternate member of the Community Appearance Board; and providing for an effective date.**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Vice Mayor Hudak

***Attachment:*** CAB Appointment

- 7. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Jacqueline Diaz to the Historic Preservation Board; providing for an effective date.**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Commissioner Preston

***Attachment:*** HPB Appointment

## **CONSENT - AGREEMENTS & EXPENDITURE REQUESTS**

- 8. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Third Amendment to the Work Authorization with Jacobs Engineering Group, Inc., to provide continuing engineering operations and administrative consulting support services inclusive of additional support staff for the West Water Treatment Plant in an amount not to exceed \$91,225.00, for a total aggregate cost of \$587,115.00; providing for conflicts, implementation 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:*** Jacob's Engineering Group, Inc.

- 9. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #26-007 for generator maintenance and repair services on an as-needed basis to the three responsive and responsible bidders; authorizing execution of contracts with the three lowest priced responsive and responsible bidders for a three-year term with two, one year renewal options; providing for implementation and an effective date. (*Funds from multiple accounts*)**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Department of Municipal Services

***Attachment:*** Generator Maintenance and Repair Services

- 10. Resolution 2026/ - 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 *Ophelia Bisesto 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:*** Bisesto Settlement Agreement

- 11. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Broward County to provide funding and administration of HOME Program funds for the Housing Rehabilitation Program for fiscal year 2025 - 2026; providing for execution and an effective date.**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Department of Community Services

***Attachment:*** Housing Rehabilitation Program

- 12. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County to provide funding and administration of Home Program Funds for the Homebuyer Purchase Assistance Program for fiscal year 2025-2026; providing for execution; and providing for an effective date.**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Department of Community Services

***Attachment:*** Homebuyer Purchase Assistance Program

- 13. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach,**

**Florida, approving the special event permit application submitted by Salt & Soil Farmers Market, LLC, to host a farmers market taking place on the northwest area of the Cove Shopping Plaza every Saturday during the months of October 2026 through May 2027 from 9:00 a.m. to 1:00 p.m.; approving and authorizing execution of a parking lot license agreement for use of the City's parking area; providing for an effective date.**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Department of Parks & Recreation

***Attachment:*** Salt & Soil Farmers Market, LLC

- 14. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Musco Sports Lighting, LLC for sports field lighting at the middle school athletic complex in the amount of \$865,000.00, utilizing the terms of Clay County's Invitation to Bid No. 23/24-074 and contract; providing for execution and an effective date. (*Funds from Account #399-700-720-7200-000-57200-506530 - CIP Infrastructure*)**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Department of Parks & Recreation

***Attachment:*** Musco Sports Lighting, LLC

- 15. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to AD Graphics, LLC for the design and installation of a graphic design wrap for placement on the Oveta McKeithen Park football concession building in the amount of \$26,153.40; 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 Parks & Recreation

***Attachment:*** Ad Graphics. LLC

- 16. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement with South Florida Bible College &**

**Theological Seminary, Inc. and LFV Athletics, Inc. to provide a soccer training program at the Oveta McKeithen Recreational Complex Multipurpose Field from August 5, 2026 to October 30, 2026; providing for execution, 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 Parks & Recreation

***Attachment:*** Facility Use Agreement

## DEPARTMENTAL BUSINESS

### 17. Update regarding public safety transition.

*Sponsor:* Office of Public Safety

## COMMENTS BY ADMINISTRATION & LEGAL

## COMMENTS BY MAYOR & CITY COMMISSION

## ADJOURNMENT

### FUTURE CITY COMMISSION MEETINGS

*Regular City Commission Meeting - Tuesday, August 18, 2026*

*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

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Tuesday, June 16, 2026

7:00 PM

Commission Chambers

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

#### **Also Present:**

Deputy City Manager Eric Power  
City Attorney Anthony Soroka  
City Clerk Heather Montemayor

### **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

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

### **ACKNOWLEDGEMENT OF CITY BOARD MINUTES**

Planning & Zoning Board Meeting Minutes - May 7, 2026  
Code Compliance Meeting Minutes - May 12, 2026  
Community Appearance Board Meeting Minutes - May 13, 2026

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

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

**Nays:** 0

### **APPROVAL OF CITY COMMISSION AGENDA**

*June 16, 2026*

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

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

**Nays:** 0

## **AWARDS & RECOGNITION**

### **1. Proclamation presented to AARP Florida in recognition of World Elderly Abuse Awareness Day.**

Mayor Drosky presented a proclamation to Verel Johnson, AARP Florida, in recognition of World Elderly Abuse Awareness Day.

Ms. Johnson thanked the Commission for the recognition

### **2. Certificate of Recognition presented to Jamira Mims in recognition of her outstanding academic and extracurricular achievements.**

Commissioner Preston presented a certificate to Jamira Mims for her outstanding academic and extracurricular achievements.

### **3. Certificate of Recognition presented to Timilia Shellman in recognition of being a recipient of the African American Heritage Board scholarship.**

Mayor Drosky presented a certificate to Timilia Shellman for receiving the African American Heritage Board scholarship award.

Ms. Shellman thanked the Commission and the Board for the scholarship money.

### **4. Certificate of Recognition presented to Jahil Santos for his outstanding lifesaving actions.**

Mike Brown, Ocean Rescue Chief, presented a certificate to Jahil Santos, Ocean Rescue Lifeguard, for his lifesaving actions.

Mr. Santos thanked the Commission for the recognition. Thereafter, he expressed his excitement for being able to serve the City of Deerfield Beach.

## **QUASI-JUDICIAL PUBLIC HEARINGS**

### **5. P.H. 2026-051: ORDINANCE 2026/005 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 4.43 GROSS ACRES LOCATED AT 3116 DEER CREEK COUNTRY CLUB BLVD. FROM BUSINESS, COMMUNITY (B-1) TO RESIDENCE, MULTI-FAMILY (RM-15) (APPLICATION 25-R-206); PROVIDING FOR A MAXIMUM OF 43 TOWNHOME DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (*Public Hearing - Second Reading*)**

### **6. P.H. 2026-052: APPLICATION 25-P-243**

**Applicant: K. Hovnanian represented by Miskel Backman, LLP**

Proposal: Seeking a Plat Note Amendment, concurrent with a Major Site Plan Approval (25-RM15-69), to allow for the development of 43 residential townhome units.

Location: The property is described as BELLE TERRE OF DEER CREEK 108-26 B PARCEL A, more particularly described in the file, and located at **3116 Deer Creek Country Club Boulevard**.

### **7. P.H. 2026-053: APPLICATION 25-RM15-69**

**Applicant: K. Hovnanian represented by Miskel Backman, LLP**

Proposal: Seeking Major Site Plan approval to construct a 43, two-story townhome units with associated site improvements on a 4.47-acre vacant property.

Location: The property is described as BELLE TERRE OF DEER CREEK 108-26 B PARCEL A, more particularly described in the file, and located at **3116 Deer Creek Country Club Boulevard**.

Items 5-7 were discussed simultaneously but voted on separately. Thereafter, each item was read into the record by title only.



**QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED**

Christina Bilenki, 14 SE 4<sup>th</sup> Street, Deerfield Beach, representing the applicant, waived the quasi-judicial proceeding. Thereafter, she highlighted a PowerPoint presentation. She explained that the property is located on Hillsboro Boulevard with the majority of its frontage along Deer Creek Country Club Boulevard. The site is approximately 4.7 gross acres and is currently zoned B-1, whereby, the applicant is proposing to rezone the property to RM-15, which is consistent with the surrounding properties to the east and north. Thereafter, the proposed site plan was displayed, outlining the main access point, which is off of Deer Creek Country Club Boulevard, with a secondary access point located further north for emergency vehicles. Ms. Bilenki explained that the development consists of eight buildings containing a total of 43 townhouse units. Lastly, she displayed the landscape plan, as well as various elevations.

Heather Montemayor, City Clerk, stated that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, the applicant's representative made the following campaign contributions: Mayor Drosky - \$1,000 on January 10, 2025; Vice Mayor Hudak - \$1,000 on November 17, 2022; Commissioner Preston - \$1,000 on February 21, 2023; and Commissioner Shanetzky - \$500 on January 10, 2025.

Commissioner Plaut spoke in support of the application, as it will enhance the area.

In response to Mayor Drosky's question, Ms. Bilenki replied that the primary entrance is aligned with the shopping center's existing entrance located directly across the street.

Mayor Drosky opened the public hearing.

**Amber Heimann, 2430 Deer Creek Country Club Boulevard**, spoke in opposition to the proposed development, expressing concerns regarding the removal of trees and emphasizing the importance of preserving the area's natural environment.

**Spencer Backman, 550 Jefferson Drive, Deerfield Beach**, acknowledged concerns regarding the removal of trees but stated that the proposed development would enhance the area. Furthermore, new trees would be planted following construction and expressed his support for the project.

**Patricia Saunders, 252 SW 34<sup>th</sup> Avenue, Deerfield Beach**, inquired whether the proposed townhome units would be owner-occupied or utilized as rental properties.

**Jonathan Ounjuan, 1938 NE 6<sup>th</sup> Street, Deerfield Beach**, stated that private property owners have the right to develop their property. Furthermore, the proposed rezoning would help reduce traffic in the area and, although he prefers homeownership, the proposed development would enhance the City's tax base; therefore, he supports the project.

**Mychal Estrada, 1431 SW 6<sup>th</sup> Way, Deerfield Beach**, commented on the proposed project.

Mayor Drosky closed the public hearing.

Ms. Bilenki outlined the landscape plan and stated that the townhome units will be offered for sale as fee simple properties.

**MOTION was made by Commissioner Plaut, seconded by Commissioner Preston, to approve Item 5, adopted Ordinance 2026/005 on first reading. Roll Call:**

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

**MOTION was made by Commissioner Plaut, seconded by Vice Mayor Hudak, to approve Item 6, adopted Resolution 2026/079. Roll Call:**

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

**QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED**

**MOTION was made by Commissioner Plaut, seconded by Vice Mayor Hudak, to approve Item 7, adopted Resolution 2026/080. Roll Call:**

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

**PUBLIC COMMENT**

**Gloria Oatts, 425 NW 1<sup>st</sup> Terrace, Deerfield Beach,** expressed concerns regarding her inability to obtain keys for entry into her building.

**Stephanie Pearson, 11356 NW 3<sup>rd</sup> Place, Coral Springs,** commented on the Solid Waste Authority.

**Sofia Manolesco, 536 NE 20<sup>th</sup> Avenue, Deerfield Beach,** spoke in opposition to amending Article XI of the City Charter.

**Wendy Bourgault, 1432 SW 28<sup>th</sup> Avenue, Deerfield Beach,** identified herself as the Executive Director of Meals on Wheels South Florida and provided a brief overview of the programs and services offered by the organization.

**Angela Vazquez, 601 SW 8<sup>th</sup> Avenue, Miami,** provided a brief overview of the Florida Heiken Children's Vision Program.

**Elinda Kiss, 1627 Riverview Road, Deerfield Beach,** spoke in opposition to amending Article XI of the City Charter.

**Spencer Backman, 550 Jefferson Drive, Deerfield Beach,** thanked the Commission for their ongoing efforts and stated that the City has improved. Thereafter, he commended law enforcement personnel and expressed his support for bringing public safety services in-house, as well as pursuing available grant funding.

**Sandra Jackson, 386 SW 35<sup>th</sup> Avenue, Deerfield Beach,** commented on the proposed charter amendments and requested that the Commission preserve the residents' rights. Further, she thanked the City for the Juneteenth festivities.

**Leticia Mercado, 440 NE 41<sup>st</sup> Street, Deerfield Beach,** expressed concern regarding the traffic incidents occurring in her neighborhood.

**April Bolowich, 899 NE 4<sup>th</sup> Street, Deerfield Beach,** thanked the City for its efforts regarding the entryway improvements at the Percy White Library. Thereafter, she commented on the proposed garden, requested a District 1 meeting to discuss drainage and development projects, and recommended maintaining the Charter in its current form.

**Patricia Saunders, 252 SW 34<sup>th</sup> Avenue, Deerfield Beach,** commented on residents' right to speak.

**Dan Herz, 330 NE 19<sup>th</sup> Avenue, Deerfield Beach,** requested clarification on the IPW event, as well as the cancellation of the FIFA event. Further, he inquired about the timeline for the City's Chamber of Commerce. Thereafter, he commented on the June 2<sup>nd</sup> commission meeting and the proposed Charter amendments. Lastly, he thanked everyone involved with the Juneteenth festivities.

**Howard Haimowitz, 536 NE 20<sup>th</sup> Avenue, Deerfield Beach,** spoke in opposition to amending Article XI of the City Charter.

**Mychal Estrada, 1431 SW 6<sup>th</sup> Way, Deerfield Beach,** thanked everyone involved with the Juneteenth festivities. Thereafter, he spoke in opposition to amending Article XI of the City Charter and requested that the Tivoli Sands Park Preserve project be made a priority.

**PUBLIC COMMENT - CONTINUED**

**Enise Simon, 1431 SW 6<sup>th</sup> Way, Deerfield Beach**, thanked everyone involved with the Juneteenth festivities and expressed her anticipation for future celebrations. Thereafter, she spoke in opposition to amending Article XI of the City Charter

**Jonathan Ounjian, 1938 NE 6<sup>th</sup> Street, Deerfield Beach**, spoke in support of amending Article XI and stated that he hopes the community has the opportunity to vote on responsible changes.

**Katy Freitag, 418 SE 2<sup>nd</sup> Street, Deerfield Beach**, thanked everyone involved with the Juneteenth festivities but expressed her disappointment in the attendance. Thereafter, she expressed the importance of maintaining Article XI in its current form.

**CONSENT - AGREEMENTS & EXPENDITURE REQUESTS**

8. Resolution 2026/081 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing and appointing members to the Auditor Selection Committee pursuant to Section 218.391, Florida Statutes; and providing for an effective date.
9. Resolution 2026/082 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Work Authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the Water Utility Asset Inventory and Maintenance Improvement Project in an amount not to exceed \$99,316.00; providing for execution and an effective date. (*Funds from Account #401-300-360-3602-000-53600-503099 - Other Professional Services*)
10. Resolution 2026/083 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the construction contract with Layne Christensen Company for the Rehabilitation of the Floridan Aquifer Raw Water Wells Project to extend the substantial and final completion dates for the Project to October 16, 2026 and October 31, 2026, and increase the contract price by an amount not to exceed \$158,099.00 for continued well development; approving and authorizing execution of an amendment to the Work Authorization with Rummel, Klepper, & Kahl, LLP, to provide additional professional engineering services for the Project in an amount not to exceed \$40,000.00; providing for implementation and an effective date. (*Funds from Account #413-300-360-3603-000-53600-506530 - Utilities Capital - CIP Infrastructure*)
11. Resolution 2026/084 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Hach Company Water Quality Instruments as city standard equipment for utilization at the City's Water Treatment Plant; authorizing the issuance of a purchase order to Hach Company for the purchase of two Hach 5500 Monochloramine Analyzers and a Warrantyplus Service Agreement in an amount not to exceed \$68,259.84; providing for an effective date. (*Funds from Account #401-300-360-3602-000-53600-503525 - Material to Maintain Equipment*)
12. Resolution 2026/085 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Second Amendment to the contract with Kenco Sign and Awning, Inc. for the installation of two monument signs within the City to extend the substantial completion date to November 2, 2026, and final completion date to December 2, 2026; authorizing execution of the Amendment; providing for implementation and an effective date.
13. Resolution 2026/086 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Second Amendment to the contract with Zabatt Engine Services, Inc d/b/a Zabatt Power Systems to extend the final completion date for the installation of the emergency generator for Lift Station No. 5 to August 28, 2026; authorizing execution of the Second Amendment; providing for implementation and an effective date.

**CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED**

14. Resolution 2026/087 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a grant application to the Broward Metropolitan Planning Organization for Roads to Economic Vitality (REV) Program grant funding in the amount of \$5,000,000.00 to be utilized for the SW 15th Street (Buck Pride Way) Project; authorizing execution of a grant agreement and other applicable documents, if the grant is awarded to the City; providing for an effective date.
15. Resolution 2026/088 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Contract #JP025-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Emergency Home Energy Assistance Program to extend the term of the Contract to June 30, 2026; authorizing execution of the Contract; providing for implementation and an effective date.
16. Resolution 2026/089 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting a technical revision to the State Housing Initiative Program ("SHIP") Local Housing Assistance Plan ("LHAP") for fiscal years 2025 through 2028 to increase the award amounts for the City's Purchase Assistance, Homeowner Rehabilitations and Disaster Assistance Programs, as set forth in Exhibit "A"; authorizing execution of any necessary documents and certifications and the submission of the LHAP to the Florida Housing Finance Corporation; providing for implementation and an effective date.
17. Resolution 2026/090 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Community Development Block Grant ("CDBG") Citizen Participation Plan; providing for implementation and an effective date.
18. Resolution 2026/091 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting a substantial amendment to the Fiscal Year 2025-2026 Community Development Block Grant Annual Action Plan to reallocate \$443,264.00 of unexpended Neighborhood Stabilization Program income funds to eligible CDBG Public Improvement Activities; authorizing the City Manager to execute all necessary documents relating to the Substantial Amendment and THA Action Plan; providing for implementation and an effective date.
19. Resolution 2026/092 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a grant application to the Federal Emergency Management Agency for Staffing for Adequate Fire and Emergency Response (SAFER) grant funding in the amount of \$15,822,828 over the three-year grant period to be utilized for staffing of the City's Fire Department; authorizing use of city required matching funds in the amount of \$9,835,812 over a three-year period and execution of a grant agreement and other applicable documents, if the grant is awarded to the City; providing for an effective date.
20. Resolution 2026/093 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a grant application to the Federal Emergency Management Agency for assistance to firefighters grant funding in the amount of \$1,000,000.00 to be utilized for the purchase of fire rescue equipment, a fire engine and other fire safety initiatives for the City's Fire Department; authorizing use of city required cost sharing funds in the amount of \$100,000.00 and execution of a grant agreement and other applicable documents, if the grant is awarded to the City; providing for an effective date. *(Funds from Account #100-200-210-2200-000-52200-503513 - Fire Rescue/Minor Equipment, Tools & Hardware)*
21. Resolution 2026/094 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a grant application to the Federal Emergency Management Agency for fire prevention and safety grant funding in the amount of \$1,500,000.00 for fire safety initiatives; authorizing use of city required cost sharing funds in the amount of \$75,000.00 and execution of a grant agreement and other applicable documents, if the grant is awarded to the City; providing for an effective date. *(Funds from Account #100-200-210-2200-000-52200-501001 - Fire Rescue/Personnel)*

**CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED**

Commissioner Shanetzky commented on Items 8, 10, 12, 19, & 21.

Thereafter, city staff responded to questions and comments posed by Commissioner Shanetzky.

Mayor Drosky opened the public hearing on Items 8 - 21.

***Dan Herz, 330 SE 19<sup>th</sup> Avenue, Deerfield Beach***, commented on Items 12 & 13.

***Spencer Backman, 550 Jefferson Drive, Deerfield Beach***, commented on Item 19.

Mayor Drosky closed the public hearing.

**MOTION was made by Vice Mayor Hudak, seconded by Commissioner Plaut, to approve Items 8 - 21 in concert. Roll Call:**

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

**DEPARTMENTAL BUSINESS**

**22. Resolution 2026/095 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Annual Comprehensive Financial Report for the fiscal year ending September 30, 2025; providing for an effective date.**

The Resolution was read by title only.

Hermes Garzon, CBIZ CPAs P.C., presented the Annual Comprehensive Financial Report (ACFR) and stated that the City received a clean, unmodified opinion.

Oleg Gorokhovskiy, Chief Financial Officer, thanked his staff for their efforts.

In response to Commissioner Shanetzky's question, Mr. Gorokhovskiy replied that pension information fluctuates based on various indicators, which mainly contributed to the decrease.

Vice Mayor Hudak thanked Mr. Gorokhovskiy and his staff for their efforts in achieving a clean audit.

Mayor Drosky opened the public hearing.

***Dan Herz, 330 SE 19<sup>th</sup> Avenue, Deerfield Beach***, said based on the ACFR and information provided by the Broward County Property Appraiser, the City may experience a loss of approximately \$15 million in property tax revenue. Thereafter, he commented on the rate increases and the 10-year trend lines.

Mayor Drosky closed the public hearing.

**MOTION was made by Vice Mayor Hudak, seconded by Commissioner Plaut, to approve Item 22, adopted Resolution 2026/095. Roll Call:**

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

**23. ORDINANCE 2026/ - 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, 2026; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO AND WITHIN VARIOUS CITY FUNDS, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**DEPARTMENTAL BUSINESS - CONTINUED**

The Ordinance was read by title only.

Oleg Gorokhovsky, Chief Financial Officer, provided a brief overview of the budget amendment.

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

**MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 23 on first reading. Roll Call:**

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

**Nays:** 0

**24. Update regarding public safety transition.**

Daniel Morgalo, Transitional Police Chief, provided an update on the ongoing efforts related to the transition to the City's Police Department.

In response to Commissioner Shanetzky's question, Chief Morgalo relayed that he would like to have multiple chaplains representing various faiths and denominations.

In response to Commissioner Shanetzky's comment, Anthony Soroka, City Attorney, explained that pursuant to the Commission's previous direction and the advice of outside counsel, a complaint has been filed against the Broward Sheriff's Office (BSO) and the Chapter 164 conflict resolution process has been initiated; therefore, he advised that matters related to the pending litigation not be discussed.

Chantal Botting, Transitional Fire Chief, provided an update on the ongoing efforts related to the transition to the City's Fire Rescue Department.

Commissioner Preston thanked the Transitional Police and Fire Chiefs for attending the Juneteenth festivities and engaging with members of the community.

In response to Commissioner Shanetzky's comments and questions, Eric Power, Deputy City Manager, stated that the fire stations will be discussed at a later date. Further, he said the positions approved in the budget amendment will be posted following approval on second reading.

Vice Mayor Hudak recommended that an update on the Chapter 164 conflict resolution process be provided at an upcoming meeting to help address community concerns and provide additional public information.

**25. Resolution 2026/096 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to SAG Cocoa LLC d/b/a Cocoa Ford for the purchase of 144 vehicles for the City's Police and Fire Departments, utilizing the terms of Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA 25-VEL33.0 in an amount not to exceed \$8,279,400.01, inclusive of costs for wrap graphics for 108 vehicles; approving the issuance of a purchase order to Cocoa Ford for the Ford premium five-year maintenance plan for all 144 vehicles in an amount not to exceed \$470,160.00; waiving the competitive solicitation requirements set forth in Section 38-116 of the Procurement Code related to the maintenance plan purchase; providing for an effective date. (*Funds from multiple accounts*)**

The Resolution was read by title only.

Sean Gladieux, Director of Public Safety, provided a brief overview of the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA 25-VEL33.0.

**DEPARTMENTAL BUSINESS - CONTINUED**

In response to Commissioner Preston's question, Mr. Gladieux replied that once the City's Police and Fire departments are established, staff will be able to provide statistics comparing the use of fuel-powered and electric vehicles.

In response to Commissioner Shanetzky's comment, Mr. Gladieux provided a brief overview of the general ledger information received from the BSO, whereby, the City must prepare for the possibility that certain equipment, including vehicles, may not be returned as part of the transition process.

*Vice Mayor Hudak temporarily left the meeting at 9:37 p.m. and returned at 9:39 p.m.*

Anthony Soroka, City Attorney, stated that if questions concerning these types of matters are going to be discussed, an executive session may be necessary to allow for responses without compromising the City's position in the pending litigation.

Commissioner Plaut commented on the procurement process; thereafter, he spoke in support of the item.

Mayor Drosky opened the public hearing.

***Dan Herz, 330 SE 19<sup>th</sup> Avenue, Deerfield Beach***, commented on the procurement process and the possibility of receiving vehicles from the BSO. Thereafter, he asked whether the vehicles would be financed and which fiscal year would be responsible for the associated payments.

***Spencer Backman, 550 Jefferson Drive, Deerfield Beach***, spoke in support of the proposed vehicle purchase.

***Mychal Estrada, 1431 SW 6<sup>th</sup> Way, Deerfield Beach***, commented on the procurement process and expressed concerns that a comparison of options had not been provided.

Mayor Drosky closed the public hearing.

**MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 25, adopted Resolution 2026/096. Roll Call:**

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

**COMMENTS BY ADMINISTRATION & LEGAL****CITY ATTORNEY**

Chapter 164 Conflict Resolution - Anthony Soroka, City Attorney, reiterated that a complaint has been filed and the Chapter 164 process has been initiated. Further, based on this evening's discussion, he will speak with outside counsel on either attending the next meeting or potentially scheduling an executive session.

**CITY MANAGER**

Budget Workshop - Eric Power, Deputy City Manager, stated that the workshop will occur on Tuesday, June 30<sup>th</sup> at 6:00 p.m. at the Hillsboro Community Center.

**CITY COMMISSION BUSINESS**

**26. Discussion regarding City Charter Amendments and Charter Review Board recommendations. (Addendum)**

**CITY COMMISSION BUSINESS - CONTINUED**

Mayor Drosky announced that workshops will be held on July 2<sup>nd</sup> and July 6<sup>th</sup> at 7:00 p.m. in the City Commission Chambers to discuss the Charter Review Board's recommendations. Further, a Special City Commission Meeting is scheduled for July 21<sup>st</sup> to consider the first reading of the Ordinance, with the second reading scheduled for August 4<sup>th</sup>. Thereafter, he provided a brief overview of the workshop agendas.

**COMMENTS BY MAYOR & CITY COMMISSION****COMMISSIONER PRESTON****DISTRICT 2**

Juneteenth - Commissioner Preston thanked everyone for attending the Juneteenth festivities and acknowledged that increased participation is needed to help establish the event as a signature city celebration. Thereafter, he thanked city staff and the African American Heritage Board for their efforts in organizing and supporting the event.

**COMMISSIONER SHANETZKY****DISTRICT 3**

Events/Meetings/Updates - Commissioner Shanetzky stated that Crystal Lake will be hosting a Community Day on June 20<sup>th</sup>. Thereafter, he outlined the various organizations that will be in attendance. Further, he said on June 25<sup>th</sup>, the Florida Department of Transportation (FDOT) will be hosting a community meeting at the Johnny L. Tigner Center from 6:00 p.m. to 8:00 p.m. On June 27<sup>th</sup>, 18 churches are gathering for a Community Unity Day at the South Florida Bible College from 10:00 a.m. to 1:00 p.m.

Thank You - Commissioner Shanetzky thanked Vice Mayor Hudak and city staff for the installation of new trees and beach benches.

Community Redevelopment Agency Meeting - Commissioner Shanetzky commented on the meeting and thanked Vice Mayor Hudak for introducing the Board to Xavier Cortada, artist.

Men of Honor Luncheon - Commissioner Shanetzky commended Commissioner Preston on being honored. Thereafter, he provided a brief overview of Commissioner Preston's background and credentials.

Deerfield Beach Youth Council - In response to Commissioner Shanetzky's question, Anthony Soroka, City Attorney, replied that a Youth Council has already been established.

Commissioner Preston stated that discussions must be re-established with the principal.

**COMMISSIONER PLAUT****DISTRICT 4**

Sea Lab Program - Commissioner Plaut commented on the program and commended Alexa Simeone for her efforts.

**VICE MAYOR HUDAK****DISTRICT 1**

Juneteenth Event - Vice Mayor Hudak stated that the event was well organized; however, he expressed disappointment with the attendance, noting that the City invested \$70,000 on the event and fewer than 800 residents attended. Furthermore, before allocating additional funding toward the event, the City must evaluate the reasons for the low attendance and determine opportunities to increase participation.

**MAYOR DROSKY**

Budget Workshop - Mayor Drosky reiterated that the workshop will be held on June 30<sup>th</sup> at 6:00 p.m. at the Hillsboro Community Center. Thereafter, he encouraged all to attend.

Fourth of July - Mayor Drosky wished everyone a happy holiday and encouraged the community to remain safe while celebrating.



## **ADJOURNMENT**

There was no additional business to discuss.

**MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to adjourn the meeting at 10:21 p.m. Voice Vote:**

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

**Nays:** 0

CITY OF DEERFIELD BEACH

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TODD DROSKY, MAYOR

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Heather Montemayor, CMC, City Clerk



## Meeting Minutes

### City Commission Workshop

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Thursday, July 2, 2026

7:00 PM

Commission Chambers

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#### **CALL TO ORDER AND ROLL CALL**

The meeting was called to order on the above date by Mayor Todd Drosky at 7:01 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

#### **Present:**

Commissioner Tom Plaut  
Commissioner Ben Preston  
Commissioner Daniel Shanetzky  
Vice Mayor Michael Hudak  
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 AGENDA**

*July 2, 2026*

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

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

#### **CITY COMMISSION BUSINESS**

##### **1. Discussion regarding City Charter Amendments and Charter Review Board recommendations.**

Mayor Drosky outlined the procedures for the evening. Thereafter, he stated that Items A, B, C, D, E, F, and H would be discussed during the meeting, while Items G, I and J would be discussed at the July 6, 2026 workshop.

*After a brief discussion, it was the consensus of the Commission to move forward A, B, and C to the referendum in November.*

Vice Mayor Hudak stated that he has long been a proponent of holding municipal elections in March, as he believes local elections are the most important elections for residents; however, voter turnout for March elections continues to decline. He explained that District 1 is comprised of approximately 23,000 residents, yet fewer than 1,900 residents voted in the 2019 election and fewer than 1,700 residents voted in the 2023

**CITY COMMISSION BUSINESS - CONTINUED**

election. By comparison, approximately 65% of Deerfield Beach residents participated in the November 2024 Presidential Election. He stated that, although he has previously been concerned that local ballot questions could be overshadowed on a November ballot, the low turnout in March has contributed to voter apathy. Additionally, he noted that the 2023 municipal election cost approximately \$139,000, while the 2025 mayoral election cost approximately \$126,000. He further explained that if municipal elections were moved to November, a candidate-only election would be of no cost to the City. Vice Mayor Hudak reiterated the reasons he has supported holding municipal elections in March; however, due to declining voter turnout, he expressed support for changing the election date and stated that the City should not wait until November 2030 to implement the change. Accordingly, he expressed support for Option A.

Mayor Drosky stated that he, too, has long been a proponent of holding municipal elections in March because they tend to attract voters who are well informed and highly engaged in local issues. Further, he commented on his previous concerns regarding November elections, including longer ballots, increased campaign costs for candidates, and the potential advantage afforded to incumbents; however, he acknowledged that November elections also offer significant benefits, including substantial cost savings to the City and considerably higher voter turnout, allowing more residents to participate in the election process. Mayor Drosky stated that, if approved by the voters, the City should not delay implementation of the change until 2032, despite the resulting extension of the current elected officials' terms as part of the transition process. Lastly, he stated that the decision should ultimately be made by the voters through a Charter amendment and expressed support for Option A.

Commissioner Plaut stated that, while he has always believed holding municipal elections in March made them unique because they were the only elections on the ballot, the consistently low voter turnout has been disappointing. Furthermore, the March municipal elections have a vote-by-mail option, but they do not provide an early voting option. Thereafter, he commented on the importance of maintaining equally apportioned districts through the redistricting process. Commissioner Plaut stated that Deerfield Beach has approximately 55,000 registered voters; however, only 5,469 voters, or 9.7%, participated in the 2025 mayoral election, and only 1,151 voters cast ballots in the District 4 election. He stated that moving municipal elections from March to November would not only increase voter participation but also reduce election costs for the City. He explained that the estimated cost of a March 2027 election would be approximately \$60,000 to \$65,000, while a March 2029 election would cost approximately \$140,000 to \$150,000. Lastly, Commissioner Plaut stated that if the City is going to transition municipal elections from March to November, the change should not be delayed until 2032; therefore, he expressed support for Option A.

Commissioner Preston stated that there are valid arguments both in favor of and against moving municipal elections from March to November; however, he emphasized that the decision should not be based solely on cost savings. He stated that he supports retaining March elections because they require candidates to work harder to engage voters and encourage residents to become informed about local issues before casting their ballots. He further questioned whether simply increasing voter turnout would necessarily result in a more informed electorate or improve the overall election process. Lastly, he expressed his opposition to moving municipal elections from March to November and recommended that the Charter not be amended.

Commissioner Shanetzky expressed opposition to moving municipal elections from March to November. Thereafter, he outlined the typical structure of a November ballot and expressed concern that municipal races would be diluted on the November ballot. He stated that, although there is a cost associated with the March election, the City's \$426 million budget justifies the expense. Additionally, he said it's important for residents to know their local elected officials and encouraged the City to increase its outreach and advertising efforts to promote participation in municipal elections. Commissioner Shanetzky stated that the goal should not be to increase the quantity of the votes cast, but to ensure quality participation from informed voters who are engaged in local issues. Furthermore, he expressed opposition to extending the terms of sitting elected officials by an additional 20 months and reiterated his position that municipal elections should remain in March.

**CITY COMMISSION BUSINESS - CONTINUED**

Heather Montemayor, City Clerk, explained that the estimated costs for the March 2027 and March 2029 municipal elections are based on the 44,956 registered voters recorded for the March 2025 municipal election. She stated that the estimated cost for the March 2027 Districts 1 and 2 election is approximately \$63,000, while the estimated cost for the March 2029 citywide election cost is approximately \$150,000.

Further, effective November 1, 2026, the Broward County Supervisor of Elections Office revised its structure for municipal elections. For municipal elections held in conjunction with county, state, or federal elections that involve candidates only, municipalities will incur no election costs; if a municipality has one or more ballot questions, municipalities will be charged a base fee of \$0.75 per registered voter, plus a surplus fee of \$0.15 per registered voter for each additional ballot page beyond the first page. For standalone municipal elections, municipalities will be responsible for a pro-rata share of the election costs based on the average cost to conduct the election per registered voter, including a maximum base rate of \$2.90 per registered voter and additional charges may include a maximum surplus rate of \$0.15 per registered voter for each ballot page. Lastly, standalone municipal elections do not provide residents with the option to vote-by-mail. Early voting is available only if requested by the municipality and would cost up to \$2.90 per registered voter for each day of early voting. In contrast, municipal elections held in conjunction with county, state, or federal elections, residents have access to vote-by-mail and early voting is provided at no additional cost to the City.

Vice Mayor Hudak stated that, while it appears everyone would prefer to keep municipal elections in March, the purpose of the discussion was to determine whether the voters should decide, through a Charter amendment, if municipal elections should remain in March or be moved to November. He further noted that the Charter has not been amended in more than 20 years and that many residents have moved to the City during that time; therefore, the newer residents deserve the opportunity to have their voices heard by voting on the proposed Charter amendment.

Mayor Drosky agreed, stating that the residents deserve to have their voices heard. He emphasized that the decision regarding when municipal elections should be held should not be made solely by the City Commission, but rather by the voters through the Charter amendment process. Mayor Drosky stated that placing the question on the ballot would allow the electorate to determine whether municipal elections should continue to be held in March or be moved to November, as the voters should have the right to decide the issue.

Commissioner Plaut agreed that the electorate should be afforded the opportunity to make the final decision regarding whether municipal elections should remain in March or be moved to November. Further, the Charter Review Board dedicated significant time and effort to reviewing the Charter and developing recommendations, and if the Commission does not move forward with considering the Board's recommendations, the efforts and work completed by the Charter Review Board would be for nothing. Lastly, he reiterated his position to move forward with Option A.

Anthony Soroka, City Attorney, explained that the recommendations presented by the Charter Review Board are advisory in nature and are non-binding. He stated that it is within the City Commission's discretion to place one, all, or none of the recommended Charter amendments on the ballot. Lastly, Mr. Soroka stated that the City Commission will ultimately determine which proposed Charter amendments are presented to the electorate for consideration.

Commissioner Preston disagreed with Commissioner Plaut's comments regarding the Charter Review Board, stating that the Board's role was to provide recommendations and that the City Commission has the authority to accept, modify, or reject those recommendations. Thereafter, Commissioner Preston reiterated his position that municipal elections should remain in March.

Commissioner Shanetzky provided a brief overview of the role and responsibilities of advisory boards. Thereafter, he reiterated his position that municipal elections should remain in March.

*A majority consensus of the City Commission was reached to move forward Item D, Option A, to the referendum in November.*

**CITY COMMISSION BUSINESS - CONTINUED**

*After a brief discussion, Commissioner Shanetzky spoke in support of moving forward with Item E; however, the majority of the City Commission expressed opposition to moving forward with Item E.*

In response to Commissioner Preston's question, Mr. Soroka replied that the Item F would apply to future City Manager's, as the current City Manager is serving under an existing contract.

*After a brief discussion, Commissioner Shanetzky spoke in support of moving forward with Item F; however, the majority of the City Commission expressed opposition to moving forward with Item F.*

Commissioner Preston spoke in support of Item H as recommended by the Charter Review Board.

Commissioner Shanetzky also spoke in support of Item H; however, he recommended that the Charter be reviewed every six years.

Vice Mayor Hudak spoke in support of Item H as recommended by the Charter Review Board.

Mayor Drosky spoke in opposition of Item H, stating that the City Commission has the ability to review the Charter at any time; nonetheless, he expressed that he would be open to having the Charter reviewed every 10 years.

In response to Commissioner Plaut's question, Mr. Soroka explained that there is an Ordinance in place requiring an item to be placed on the agenda to discuss whether a Charter Review Board should be convened; however, the Ordinance does not require that a Charter Review Board be established.

Commissioner Plaut spoke in opposition to Item H; however, he stated that if the City Commission recommended placing the item on the November ballot, he would support the Charter Review Board convening every 10 years.

*After a brief discussion, it was the consensus of the majority of the City Commission to move forward with Item H, with the Charter Review Board convening every 10 years, to the referendum in November.*

Vice Mayor Hudak stated that the City is in the process of transitioning from the Broward Sheriff's Office back to municipal police and fire rescue services, which has been a significant undertaking. He noted that the City has hired numerous personnel and committed millions of dollars to ensure the transition is implemented successfully. Throughout the process, the Commission has maintained a 4/5 vote requirement to move forward; therefore, he recommended adding language to the Charter requiring a supermajority vote of the City Commission to approve any future transition of the provider of police and fire rescue services.

Commissioner Shanetzky spoke in opposition to the request.

Mayor Drosky recommended that Item K, 4/5 vote requirement, be placed on the agenda for the next workshop to allow all Commissioners the opportunity to discuss the matter further.

In response to Commissioner Plaut's question, Mr. Soroka outlined other items that require a 4/5 vote.

Commissioner Plaut agreed with placing the item on the next workshop agenda for further discussion.

Commissioner Preston also agreed with placing the item on the next workshop agenda for further discussion.

*A majority consensus of the City Commission was reached to place Item K on the next agenda.*

Mayor Drosky opened the workshop for public input.

**Rita Masi, 349 NE 19<sup>th</sup> Avenue, Deerfield Beach**, thanked the Commission in advance for the fireworks on the Fourth of July. Further, she requested that the music be played earlier.

**CITY COMMISSION BUSINESS - CONTINUED**

**Larry Koch, 1105 Little Harbor Drive, Deerfield Beach**, recommended retaining the City's municipal elections in March and focusing efforts on increasing voter participation and addressing voter apathy.

**Marcia Fernandes, 500 SE 21<sup>st</sup> Avenue, Deerfield Beach**, stated that a supermajority vote has the potential to block or veto actions on legislation.

**Joe Chancy, 4250 NE 4<sup>th</sup> Avenue, Deerfield Beach**, stated that although he would prefer the City Manager to reside within the City limits, he agreed with the recommendation, noting that the City should seek to attract and hire the best qualified candidate.

**Joyce Kerze, 500 SE 21<sup>st</sup> Avenue, Deerfield Beach**, asked if the referendums can be separated.

**Mychal Estrada, 1431 SW 6<sup>th</sup> Way, Deerfield Beach**, spoke in support of retaining the City's municipal elections in March. Further, if the City chooses to transition to the November elections, Option B would be the preferred approach. Thereafter, he commented on the importance of increasing voter participation. Lastly, he expressed support for reviewing the Charter every 10 years.

**ADJOURNMENT**

There was no additional business to discuss.

**MOTION was made by Vice Mayor Hudak, seconded by Commissioner Plaut, to adjourn the meeting at 9:00 p.m. Voice Vote:**

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

**Nays:** 0

CITY OF DEERFIELD BEACH

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TODD DROSKY, MAYOR

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Heather Montemayor, CMC, City Clerk

**Draft Ballot Questions for Charter Review Board Review**  
**May 21, 2026**  
**(Updated with CRB votes at 5.21.26 Meeting)**

**A. Clarification and Update of City Charter. [CRB Recommended - Vote: 5-0]**

Shall the City Charter be amended for style, clarity and consistency, along with amendments removing outdated provisions, and amendments updating the Charter to conform with State law provisions?

Yes    [    ]

No     [    ]

**B. Description of City Corporate Limits Update. [CRB Recommended - Vote: 5-0]**

The Charter includes a lengthy and outdated legal description of the corporate limits of the City. Shall the Charter be amended to replace the legal description with a map generally depicting the City's present official corporate limits, and provide that the official map of the corporate limits of the City shall be maintained by the office of the City Clerk?

Yes    [    ]

No     [    ]

**C. Two Year Residency Requirement for Candidates for Mayor or City Commissioner. [CRB Recommended - Vote: 5-0]**

The City Charter requires candidates for Mayor to have resided continuously in the City, and candidates for Commissioner to have resided continuously in their qualifying District, for six months immediately before qualifying. Shall the Charter be amended to instead require two years of continuous residency in the City immediately before qualifying for candidates for Mayor, and two years of continuous residency in the qualifying District for Commissioner candidates, except where non-residency results solely from redistricting?

Yes    [    ]

No     [    ]

**D. Change Municipal Election Dates to November of Even-Numbered Years and Transition of Commission Terms. [OPTION A]**

Shall the Charter be amended to change municipal elections from March of odd-numbered years to November of even-numbered years beginning November 2028; provide that no elections be held in March 2027 or March 2029; and extend current commission terms by approximately 20 months, solely to preserve staggered terms, with Districts 1 and 2 terms

ending November 2028 and the Mayor and Districts 3 and 4 terms ending November 2030, all future terms remaining four years?

Yes    ☐    ☐

No     ☐    ☐

**Change Municipal Election Dates to November of Even-Numbered Years;  
Provide for Transition Terms. [OPTION B] [CRB Recommended Option B –  
Vote: 4-1]**

Shall the Charter be amended to change municipal elections from March of odd-numbered years to November of even-numbered years beginning November 2030, resulting in an approximately four month reduction to the terms of the Commissioners elected in the March 2027 and March 2029 elections, with Districts 1 and 2 terms ending November 2030 and the Mayor and Districts 3 and 4 terms ending November 2032, with all future terms remaining four years?

Yes    ☐    ☐

No     ☐    ☐

**E. Minimum Notice for Calling a Special City Commission Meeting. [CRB  
Recommended - Vote: 5-0]**

Shall the Charter be amended to require at least 12 hours' notice, instead of the six hours currently required, before a special Commission meeting may be held, with notice given to the Commission, City Manager, City Clerk, City Attorney, and the public?

Yes    ☐    ☐

No     ☐    ☐

**F. City Manager Residency Requirement [CRB Recommended - Vote: 4-1]**

The Charter currently authorizes the City Commission to approve the City Manager residing outside of the City. Shall the Charter be amended to require future City Managers to reside within the City, or within 10 miles of the City limits, within 6 months of appointment, and to continue to reside within the City, or within 10 miles of the City limits, thereafter?

Yes    ☐    ☐

No     ☐    ☐



**G. Removal of Referendum Election Requirement for the Sale, Transfer, or Lease of City-Owned Property [CRB Recommended - Vote: 5-0]**

The Charter requires voter approval at a referendum election in order for the City to sell, gift, trade, transfer or lease all or a portion of, or an interest in, city-owned real property with a fair market value in excess of \$750,000.00, with limited exceptions for a pier restaurant lease or contracts for pier and beach amenity rental operations. Shall the Charter be amended to remove this referendum election approval requirement from the Charter?

Yes    ☐    ☐

No     ☐    ☐

**H. Charter Review Board to Convene Every Seven Years [CRB Recommended - Vote: 5-0]**

Shall the Charter be amended to require a Charter Review Board to be appointed by the City Commission in May 2032 and every seven years thereafter, with the Charter Review Board consisting of five regular voting members and five alternate members appointed by the City Commission to review the Charter and make non-binding recommendations to the Commission regarding amendments to the Charter.

Yes    ☐    ☐

No     ☐    ☐

**I. Replacement of Charter Section 11.01 Beach Development Restrictions with Maximum 65-Foot Height Restriction. [CRB Recommended - Vote: 3-2]**

Shall Charter Section 11.01 be amended to remove all Charter restrictions on development east of the Intracoastal Waterway, including height limits of 45 feet for commercial and 55 feet for multifamily zoned properties, floor area ratio, lot coverage, mixed use, accessory use, and restrictions prohibiting rezoning to commercial, and replacing them with a 65-foot maximum height limit for commercial and multifamily zoned properties, with all other development requirements governed by applicable land development regulations?

Yes    ☐    ☐

No     ☐    ☐



## Meeting Minutes

### City Commission Workshop

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Monday, July 6, 2026

7:00 PM

Commission Chambers

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#### **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 Tom Plaut  
Commissioner Ben Preston  
Commissioner Daniel Shanetzky  
Vice Mayor Michael Hudak  
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 AGENDA**

*July 6, 2026*

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

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

#### **CITY COMMISSION BUSINESS**

##### **1. Discussion regarding City Charter Amendments and Charter Review Board recommendations.**

Mayor Drosky outlined the procedures for the evening. Thereafter, he stated that Items G, I, J, and K would be discussed this evening.

Commissioner Preston spoke in support of allowing the residents to decide whether the City should be permitted to sell properties valued at more than \$750,000.

Vice Mayor Hudak agreed, noting that the property belongs to the public; however, he recommended amending the value to in excess of \$1.5 million.

Commissioner Shanetzky agreed with allowing the residents to decide whether the City should be permitted to sell properties valued at more than \$750,000.

**CITY COMMISSION BUSINESS - CONTINUED**

Commissioner Plaut agreed that residents should have the opportunity to decide whether the City should be permitted to sell City-owned property but stated he was unsure what value threshold should trigger voter approval.

Mayor Drosky spoke in support of the Charter Review Board's recommendation, noting that most cities do not have this type of restriction in their charters. While he understood the public policy rationale behind requiring voter approval, he stated that such restrictions can inadvertently limit the City's flexibility. He further explained that placing the matter on a referendum significantly lengthens the process for selling City-owned property.

*After a brief discussion, the majority of the City Commission expressed opposition to moving forward with Item G.*

Mayor Drosky stated that neither he nor his fellow commissioners support the construction of 20- to 50-story high-rise buildings in Deerfield Beach, as they do not want the City to become like Boca Raton, Pompano Beach, or other surrounding municipalities. He further stated that the Commission is committed to protecting the beach. While the Charter revisions were well intended, he explained that, over time, they have resulted in unintended consequences. Thereafter, Mayor Drosky commented on the study conducted by the Urban Land Institute and displayed photographs of the dilapidated Surfrider property. He stated that doing nothing is not preservation, but rather a conscious decision that will affect future generations, and that inaction could ultimately lead to the loss of the beach's character and charm. He acknowledged that many individuals who oppose the proposed Charter changes agree that the beach area is in need of meaningful improvement; however, the disagreement lies in how to achieve that goal. Mayor Drosky stated that some have suggested incentives, while others have advocated for stricter enforcement or penalties, but neither approach provides a long-term solution.

Continuing, Mayor Drosky explained that, in order to attract responsible business owners, private investment, increased foot traffic, and higher-quality restaurants and retail establishments that create a more vibrant public realm, the City must establish a framework that makes investment feasible, predictable, and attractive while preserving the scale, character, and public nature of the beach. He reiterated that everyone wants to protect Deerfield Beach; however, he stated that the City needs clear standards to guide future development. He cited the proposed 65-foot height limitation as an example of the type of specificity needed to provide direction when developing a beach Master Plan. He stated that a Master Plan would provide the community with a shared vision for the future of the beach area. He further explained that, even if Charter changes are approved, the Land Development Code (LDC) would continue to provide safeguards against inappropriate development. Lastly, Mayor Drosky briefly outlined the provisions of the Live Local Act.

Eric Power, Deputy City Manager, highlighted a PowerPoint presentation. Thereafter, he displayed the zoning map for the barrier island, identifying the seven zoning districts within the area. He also reviewed the existing Charter provisions and the corresponding Land Development Code (LDC) regulations. Mr. Power explained that there are inconsistencies between the two zoning districts, noting that while apartments and hotels are permitted in both, they are subject to different development standards. Further, he explained that, for buildings with pitched roofs, height is measured from the midpoint of the roof, whereas, for buildings with flat roofs, height is measured to the top of the parapet or the roof deck. He also noted that required flood elevations have increased over time, explaining that many existing properties were constructed when the required elevation was five or seven feet, while the current requirement is 13 feet. Thereafter, Mr. Power briefly explained the concepts of floor area ratio (FAR) and lot coverage. Lastly, he displayed the designated public beach parking areas.

Commissioner Plaut agreed with Mayor Drosky's position, stating that he does not support the construction of 20- to 50-story high-rise buildings in Deerfield Beach. Thereafter, he commented on the number of variances that have been requested and granted over the years. He further discussed the importance of mixed-use development, noting that it promotes walkability and can help reduce traffic impacts. Lastly, Commissioner Plaut spoke in support of the creation of a Master Plan and stated that residents should have the opportunity to decide the future of the area.

**CITY COMMISSION BUSINESS - CONTINUED**

Commissioner Preston stated that the current Charter language significantly restricts a developer's ability to develop property; however, he emphasized that residents living on the barrier island should have the strongest voice in decisions affecting the area, as they live there and experience the impacts on a daily basis. He expressed concern that removing all Charter restrictions would leave residents without a voice or adequate protection. Commissioner Preston stated that he believes barrier island residents could support a 65-foot height limitation; however, he expressed concern that the height limit could continue to increase over time, potentially resulting in a loss of protection. He further stated that there should be a balanced approach to growth and development, with measured growth that considers the concerns of residents. He reiterated that those who live on the barrier island should have the greatest input, as they will ultimately experience any unintended consequences resulting from future decisions.

Commissioner Shanetzky stated that the City should establish a Master Plan before removing any existing protections. He expressed concern that the Live Local Act creates a loophole for developers and that eliminating current Charter protections could open the door to significant development pressures. He further stated that removing restrictions related to FAR and lot coverage could leave the City vulnerable to development driven solely by a developer's vision rather than a community-wide plan. Commissioner Shanetzky noted that the City could consider adding boutique hotels and stated that he was not opposed to or in favor of the proposed changes at this time; however, he requested additional time to allow the City to first establish a clear vision for the area.

Vice Mayor Hudak spoke in opposition to removing Article XI; however, he expressed support for simplifying it. He proposed limiting the maximum building height east of the Intracoastal Waterway to 65 feet and removing Sections 7 and 8 to allow mixed-use retail on the first floor of multifamily and hotel/motel properties. He acknowledged that many residents wish to retain Section 11.01 in the Charter and recognized its success in preventing overdevelopment on the barrier island and preserving its unique character; however, he stated that Section 11.01 has also resulted in unintended consequences, including stagnation and decline. He said there is a perceived distrust of every City Commission and that, through misinformation shared on social media and at public meetings, some residents continue to promote that perception. Thereafter, he commented on development-related decisions made by previous City Commissions. Vice Mayor Hudak stated that the majority of the barrier island is zoned RM-25, with one property zoned RM-10 after the property owner requested both a rezoning and a variance. He emphasized the importance of finding a delicate balance between encouraging responsible development and preserving the unique character and charm of the barrier island. He stated that while the current restrictions have preserved the barrier island's appearance as it existed in 2002, they have also produced unforeseen consequences affecting the stability of local businesses and property values.

Continuing, Vice Mayor Hudak stated that since 2002, the Community Redevelopment Agency (CRA) has invested more than \$25 million in infrastructure improvements, the majority of which have been on the barrier island. He questioned how future City Commissions would address the estimated \$6.6 million annual funding shortfall once the CRA sunsets in 2029 and cautioned against delaying planning for those financial impacts. He explained that the proposed amendments to Section 11.01 would preserve protections against excessive development while establishing clear guidelines for responsible redevelopment. Further, the amendments would support the creation of a village-style environment on the barrier island while providing a pathway to prepare for the CRA's expiration. Vice Mayor Hudak stated that the proposal balances the preservation of the barrier island's character with the City's long-term economic stability. He reiterated his proposal to limit the maximum building height east of the Intracoastal Waterway to 65 feet and remove Sections 7 and 8 to permit mixed-use retail on the first floor of multifamily and hotel/motel properties. Lastly, he stated that while the City can develop a master plan under the current Charter provisions, meaningful implementation would require amendments to the existing restrictions, and therefore, those changes should be made now to facilitate the development of a comprehensive master plan.

Commissioner Preston stated that residents are opposed to the proposed changes because they decided long ago what they wanted the character of the community to be. He further stated that the current proposal recommends eliminating all Charter restrictions on development, which he described as a significant and concerning change. He added that many residents fear that once those protections are removed, they will not be able to be reinstated.

**CITY COMMISSION BUSINESS - CONTINUED**

Vice Mayor Hudak stated that it is important for the residents to make this decision and that the Commission's role is simply to determine whether the proposed amendments should be placed on the ballot for voter consideration. He noted that when Article XI was originally adopted, the City's population was approximately 40,000 residents, compared to approximately 90,000 today, and stated that all residents should have the opportunity to have their voices heard regarding the City's future. He further stated that while the City continues to evolve, residents should be able to decide what they want their community to look like. Vice Mayor Hudak explained that the Charter Review Board recommended removing all of the development restrictions contained in Article XI; however, he stated that the Commission does not support that recommendation. He reiterated his proposal to limit the maximum building height east of the Intracoastal Waterway to 65 feet and remove Sections 7 and 8 to permit mixed-use retail on the first floor of multifamily and hotel/motel properties.

Commissioner Shanetzky reiterated that the City should establish a comprehensive master plan before removing any existing development protections. Thereafter, he commented on a development project currently under construction in the Town of Hillsboro Beach. He recommended slowing the process and revisiting the proposed amendments next year after additional planning and evaluation has been completed. Lastly, he said the City's current priority should be addressing its infrastructure needs.

Commissioner Plaut disagreed with delaying consideration of the proposed amendments, stating that the City must think long term, particularly in light of the CRA sunset in 2029. He emphasized the importance of planning now to address the City's future needs and financial challenges.

Mayor Drosky reiterated that this commission does not want 20- to 50-story high-rise buildings on our beach; however minor amendments are necessary to ensure future generations are not negatively impacted.

Vice Mayor Hudak moved to amend Article XI to 1) establish a maximum building height of 65 feet for all buildings east of the Intracoastal Waterway; 2) limit the floor area ratio (FAR) to 1.0 for all buildings east of the Intracoastal Waterway; 3) limit maximum lot coverage to 50% for all buildings east of the Intracoastal Waterway; and 4) remove sections 7 and 8 to allow for mixed-use retail development.

Mayor Drosky expressed concern that the proposed numerical limits may not be appropriate, noting that the community has not yet had an opportunity to review the information and provide input. Further, he stated that the community should determine the appropriate standards and expressed that the proposed amendments should not include specific numerical limits.

Commissioner Preston agreed with Mayor Drosky.

Commissioner Shanetzky stated that, once the existing Charter protections are removed, the City will be more susceptible to development under the Live Local Act. Thereafter, he urged the Commission not to move forward with the proposed amendments at this time.

Mayor Drosky explained that the State has already granted developers authority to pursue qualifying projects under the Live Local Act. Furthermore, amending the Charter would not influence or alter the provisions of the Live Local Act.

After a brief discussion, it was the consensus of the Commission to schedule a Special City Commission Workshop to discuss Section 11.01.

Vice Mayor Hudak expressed support for retaining Section 11.02 in the Charter, but stated that it should be amended. He recommended removing all references to the 2002 regulations in Section 11.02(a)(2). He also recommended deleting Section 11.02(a)(3) to allow for compact vehicles, golf carts, motorcycles, and personal scooters. Additionally, he recommended removing Sections 11.02(a)(5) and 11.02(a)(7), stating that those provisions unnecessarily restrict the types of events that may be held on the property.

After a brief discussion, it was the consensus of the Commission to discuss Section 11.02 at the Special City Commission Workshop.

**CITY COMMISSION BUSINESS - CONTINUED**

**K. Shall the Charter be amended to require that any future action by the City Commission to transition, transfer, contract out, consolidate, or otherwise assign, police or fire services from the existing provider to another governmental entity or agency, special district, or sheriff's office, be approved by an affirmative vote of at least four-fifths (4/5) of the City Commission?**

Vice Mayor Hudak stated that the transition to independent Deerfield Beach Police and Fire Rescue services has been a significant undertaking for City staff, a major investment by taxpayers, and one of the most substantial operational and financial initiatives in the City's history. He noted that the transition is projected to save the City millions of dollars in future years and emphasized that all Commission actions authorizing the transition were approved by a four-fifths (4/5) supermajority vote. As a result, he recommended amending the Charter to require a four-fifths (4/5) supermajority vote before any future change to the City's law enforcement or fire rescue service providers, stating that such a requirement would provide stability, protect taxpayers, and ensure broad Commission consensus on decisions of this magnitude.

Mayor Drosky and Commissioner Plaut spoke in support of moving forward with Item K.

Commissioner Preston stated that he understood the intent behind the proposed amendment but noted that he had received numerous calls from individuals who opposed the measure. He recommended that any decision regarding changes to public safety service providers require a unanimous vote of the City Commission.

Commissioner Shanetzky spoke in opposition to moving forward with Item K.

*The majority of the City Commission expressed support to moving forward with Item K.*

Mayor Drosky opened the workshop for public input.

**Tom Connick, 441 E. Hillsboro Boulevard, Deerfield Beach,** spoke in opposition to removing or amending Article XI.

**Sofia Manolesco, 536 NE 20<sup>th</sup> Avenue, Deerfield Beach,** recommended granting variances and permits for development within the centralized/downtown area. She expressed concerns regarding extending height limits in areas with narrow, 20-foot-wide streets and limited capacity. Thereafter, she requested that the Commission establish a clear vision for the area before making any changes to Article XI.

**Daniel Radison, 116 SE 20<sup>th</sup> Avenue, Deerfield Beach,** expressed concerns regarding the traffic flow. Thereafter, he requested traffic patterns be established prior to any changes being made.

**Ira Wechterman, 1423 E. Hillsboro Boulevard, Deerfield Beach,** spoke in opposition to removing Article XI from the Charter.

**Howard Haimowitz, 536 NE 20<sup>th</sup> Avenue, Deerfield Beach,** requested that Code Compliance cite property owners for dilapidated buildings. Thereafter, he spoke in opposition to removing Article XI from the Charter.

**April Bolowich, 899 NE 4<sup>th</sup> Street, Deerfield Beach,** expressed concerns with the supermajority recommendation. Further, she stated that the Live Local Act sunsets in 2033. Thereafter, she spoke in opposition to removing Article XI from the Charter.

**Marge Hilton, 1101 SE 5<sup>th</sup> Court, Deerfield Beach,** spoke in opposition to removing Article XI from the Charter.

**Rita Masi, 349 NE 19<sup>th</sup> Avenue, Deerfield Beach,** said Code Compliance should have taken action sooner to prevent the Surfrider property from becoming so dilapidated. Further, she recommended that the City place a lien on the property. Thereafter, she spoke in opposition to removing Article XI from the Charter.

**CITY COMMISSION BUSINESS - CONTINUED**

**Ellyce Miller-Plotkin, 1998 NE 7<sup>th</sup> Street, Deerfield Beach**, spoke in opposition to removing Article XI from the Charter.

**Bob DiChristopher, 517 NE 6<sup>th</sup> Avenue, Deerfield Beach**, commented on the Live Local Act, property taxes, and previously approved development projects.

**Dan Herz, 330 SE 19<sup>th</sup> Avenue, Deerfield Beach**, commented on moving the election from March to November, as well as the supermajority recommendation.

**Larry Koch, 1105 Little Harbor Drive, Deerfield Beach**, stated that responsible development has not been established; therefore, he asked that additional research and public engagement be conducted before any changes are made.

**Marcia Wehr, 500 S Ocean Way, Deerfield Beach**, spoke in opposition to removing Article XI from the Charter.

**Wayne Adams, 1431 SW 5<sup>th</sup> Terrace, Deerfield Beach**, stated that although he understands the reasons some support moving the election to November, he requested that elections remain in March, as he has already begun campaigning. Further, he spoke in opposition to the supermajority recommendation, stating that it would handcuff future Commissions.

**John Slattery, 1455 SE 5<sup>th</sup> Place, Deerfield Beach**, spoke in opposition to the supermajority recommendation. Thereafter, he asked that the City enforce the codes.

**Tammy Soffer, 500 S. Ocean Way, Deerfield Beach**, recommended that the City Commission explore establishing a permanent 35-foot height limit in the Charter to preserve the island for future generations.

**Donna Morley, 1596 SE 5<sup>th</sup> Street, Deerfield Beach**, requested that the Commission recognize the human cost associated with increased density and additional development on the island. Additionally, she stated that barrier islands serve important environmental purposes, including helping to deflect hurricanes and protect the mainland when they remain less developed.

**Regina Dallin, 1581 SE 5<sup>th</sup> Street, Deerfield Beach**, requested an explanation as to why an increase in height is being proposed.

**Joe D'Amico, 500 S. Ocean Way, Deerfield Beach**, spoke in opposition to removing Article XI from the Charter.

**Larry Klass, 500 S. Ocean Way, Deerfield Beach**, spoke in opposition to removing Article XI from the Charter.

**Thomas Noland, 406 SE 8<sup>th</sup> Avenue, Deerfield Beach**, requested that the Commission consider surrounding cities and their development, as many of their residents utilize the City's roadways. Thereafter, he expressed concerns regarding the supermajority recommendation and the feasibility study. Lastly, he expressed concerns with additional development placing further strain on the City's existing drainage system.

**Mychal Estrada, 1431 SW 6<sup>th</sup> Way, Deerfield Beach**, stated that although voters will ultimately have a say, this Commission decides whether the proposal should move forward. Thereafter, he emphasized the importance of establishing a master plan before making a decision regarding Article XI, as well as the supermajority recommendation. Lastly, he stated that the Charter serves as a safeguard for the values of the community.

**Elizabeth Donohue, 500 SE 21<sup>st</sup> Avenue, Deerfield Beach**, asked that more research be conducted prior to making any amendments to Article XI.

**Matthew Donohue, 500 SE 21<sup>st</sup> Avenue, Deerfield Beach**, spoke in opposition to amending Article XI.

**CITY COMMISSION BUSINESS - CONTINUED**

**Katy Freitag, 418 SE 2<sup>nd</sup> Street, Deerfield Beach**, agreed that the Commission determines whether the proposals move forward. Further, she expressed concerns regarding amending Article XI. Thereafter, she requested that the Commission listen to residents, as they are the driving force behind this decision.

**ADJOURNMENT**

There was no additional business to discuss.

**MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to adjourn the meeting at 9:53 p.m. Voice Vote:**

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

**Nays:** 0

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
TODD DROSKY, MAYOR

\_\_\_\_\_  
Heather Montemayor, CMC, City Clerk



**Draft Ballot Questions for Charter Review Board Review**  
**May 21, 2026**  
**(Updated with CRB votes at 5.21.26 Meeting)**

**A. Clarification and Update of City Charter. [CRB Recommended - Vote: 5-0]**

Shall the City Charter be amended for style, clarity and consistency, along with amendments removing outdated provisions, and amendments updating the Charter to conform with State law provisions?

Yes    [    ]

No     [    ]

**B. Description of City Corporate Limits Update. [CRB Recommended - Vote: 5-0]**

The Charter includes a lengthy and outdated legal description of the corporate limits of the City. Shall the Charter be amended to replace the legal description with a map generally depicting the City's present official corporate limits, and provide that the official map of the corporate limits of the City shall be maintained by the office of the City Clerk?

Yes    [    ]

No     [    ]

**C. Two Year Residency Requirement for Candidates for Mayor or City Commissioner. [CRB Recommended - Vote: 5-0]**

The City Charter requires candidates for Mayor to have resided continuously in the City, and candidates for Commissioner to have resided continuously in their qualifying District, for six months immediately before qualifying. Shall the Charter be amended to instead require two years of continuous residency in the City immediately before qualifying for candidates for Mayor, and two years of continuous residency in the qualifying District for Commissioner candidates, except where non-residency results solely from redistricting?

Yes    [    ]

No     [    ]

**D. Change Municipal Election Dates to November of Even-Numbered Years and Transition of Commission Terms. [OPTION A]**

Shall the Charter be amended to change municipal elections from March of odd-numbered years to November of even-numbered years beginning November 2028; provide that no elections be held in March 2027 or March 2029; and extend current commission terms by approximately 20 months, solely to preserve staggered terms, with Districts 1 and 2 terms

ending November 2028 and the Mayor and Districts 3 and 4 terms ending November 2030, all future terms remaining four years?

Yes    ☐    ☐

No     ☐    ☐

**Change Municipal Election Dates to November of Even-Numbered Years; Provide for Transition Terms. [OPTION B] [CRB Recommended Option B – Vote: 4-1]**

Shall the Charter be amended to change municipal elections from March of odd-numbered years to November of even-numbered years beginning November 2030, resulting in an approximately four month reduction to the terms of the Commissioners elected in the March 2027 and March 2029 elections, with Districts 1 and 2 terms ending November 2030 and the Mayor and Districts 3 and 4 terms ending November 2032, with all future terms remaining four years?

Yes    ☐    ☐

No     ☐    ☐

**E. Minimum Notice for Calling a Special City Commission Meeting. [CRB Recommended - Vote: 5-0]**

Shall the Charter be amended to require at least 12 hours' notice, instead of the six hours currently required, before a special Commission meeting may be held, with notice given to the Commission, City Manager, City Clerk, City Attorney, and the public?

Yes    ☐    ☐

No     ☐    ☐

**F. City Manager Residency Requirement [CRB Recommended - Vote: 4-1]**

The Charter currently authorizes the City Commission to approve the City Manager residing outside of the City. Shall the Charter be amended to require future City Managers to reside within the City, or within 10 miles of the City limits, within 6 months of appointment, and to continue to reside within the City, or within 10 miles of the City limits, thereafter?

Yes    ☐    ☐

No     ☐    ☐

**G. Removal of Referendum Election Requirement for the Sale, Transfer, or Lease of City-Owned Property [CRB Recommended - Vote: 5-0]**

The Charter requires voter approval at a referendum election in order for the City to sell, gift, trade, transfer or lease all or a portion of, or an interest in, city-owned real property with a fair market value in excess of \$750,000.00, with limited exceptions for a pier restaurant lease or contracts for pier and beach amenity rental operations. Shall the Charter be amended to remove this referendum election approval requirement from the Charter?

Yes    ☐    ☐

No     ☐    ☐

**H. Charter Review Board to Convene Every Seven Years [CRB Recommended - Vote: 5-0]**

Shall the Charter be amended to require a Charter Review Board to be appointed by the City Commission in May 2032 and every seven years thereafter, with the Charter Review Board consisting of five regular voting members and five alternate members appointed by the City Commission to review the Charter and make non-binding recommendations to the Commission regarding amendments to the Charter.

Yes    ☐    ☐

No     ☐    ☐

**I. Replacement of Charter Section 11.01 Beach Development Restrictions with Maximum 65-Foot Height Restriction. [CRB Recommended - Vote: 3-2]**

Shall Charter Section 11.01 be amended to remove all Charter restrictions on development east of the Intracoastal Waterway, including height limits of 45 feet for commercial and 55 feet for multifamily zoned properties, floor area ratio, lot coverage, mixed use, accessory use, and restrictions prohibiting rezoning to commercial, and replacing them with a 65-foot maximum height limit for commercial and multifamily zoned properties, with all other development requirements governed by applicable land development regulations?

Yes    ☐    ☐

No     ☐    ☐

**CHARTER REVIEW BOARD  
CITY OF DEERFIELD BEACH, FLORIDA  
May 21, 2026  
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 6:35 p.m. in the City Commission Chambers by Chair Noland.

**ROLL CALL**

Present: Ms. Battle, Alternate  
Mr. Cahn, Alternate  
Ms. Chisholm  
Ms. Diaz, Alternate  
Ms. Hathaway, Alternate  
Vice Chair Ellington  
Chair Noland

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

Absent: Ms. Heck  
Mr. Medina, Alternate  
Ms. Pasciar

**MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF THE MINUTES**

*April 16 & May 4, 2026*

Vice Chair Ellington made a motion, seconded by Mr. Cahn to approve the April 16 & May 4, 2026 minutes as submitted. The motion carried unanimously.

**APPROVAL OF THE AGENDA**

*May 21, 2026*

Vice Chair Ellington made a motion, seconded by Mr. Cahn to approve the May 21, 2026 agenda as submitted. The motion carried unanimously.

**A. New Business****Continued review of proposed Charter text amendments.**

Anthony Soroka, City Attorney, outlined the proposed Charter text amendments, which are attached.

Thereafter, there was a brief discussion regarding Section 4.01 - City manager; appointment, qualifications, term and compensation.

In response to Vice Chair Ellington's question, Mr. Soroka replied that, under the Florida Retirement System (FRS), members must complete eight years of service to qualify for pension benefits; however, certain provision may apply, such as credit for prior service in another public-sector position.

Thereafter, discussion ensued regarding Section 3.04 - Election and terms.

Mr. Soroka continued outlining the proposed Charter text amendments.

**Review of Draft Ballot Questions**

Anthony Soroka, City Attorney, outlined the draft ballot questions, which are attached.

Vice Chair Ellington asked if "C" could be amended, to exclude "except where non-residency results solely from redistricting."

Mr. Soroka cautioned the Board from excluding the exception as it is included in the Charter text.

In response to Vice Chair Ellington's concerns, Mr. Soroka stated that he will work on revamping the language for "F", so it's clearer.

After a brief discussion regarding "I", Vice Chair Ellington recommended adding language "to protect from excessive development."

Thereafter, there was a brief discussion regarding the proposed language for "J."

**PUBLIC INPUT**

***Rita Masi, 349 NE 19<sup>th</sup> Avenue, Deerfield Beach***, asked if Commissioner Preston's prior service as a firefighter would count toward meeting the pension eligibility requirements.

***April Bolowich, 899 NE 4<sup>th</sup> Street, Deerfield Beach***, spoke in opposition to removing Section 7.09; extending term limits by 20 months; and removing Article XI.

***Elinda Kiss, 1627 Riverview Road, Deerfield Beach***, asked about the cost of conducting the March municipal elections.

In response to Ms. Kiss' question, Anthony Soroka, City Attorney, replied that the elections are a city expense.

Heather Montemayor, City Clerk, stated that the estimated cost of the 2027 March election for Districts 1 and 2 is approximately \$63,000, and the cost of a citywide election is estimated at approximately \$150,000.

Ms. Kiss expressed her support for retaining Article XI in its current form.

**Caryl Berner, 3130 Cambridge F, Deerfield Beach**, spoke in opposition to changing Article XI and extending the terms limits by 20 months.

The following individuals spoke in opposition of extending the terms limits by 20 months:

- **Sophia Manolesco, 536 NE 20<sup>th</sup> Avenue, Deerfield Beach**
- **Pam Militello, 716 Emerald Way West, Deerfield Beach**
- **Jim McGeary, 1442 SE 6<sup>th</sup> Street, Deerfield Beach**
- **Stephen Bolowich, 899 NE 4<sup>th</sup> Street, Deerfield Beach**

**Rita Masi, 349 NE 19<sup>th</sup> Avenue, Deerfield Beach**, spoke in opposition to the city manager residency requirement.

In response to Ms. Masi's question, board members replied that the proposed amendment would not affect the residency status of the current city manager.

**Peggy Ross, 103 NE 19<sup>th</sup> Avenue, Deerfield Beach**, spoke in opposition to the city manager residency requirement.

**Patricia Saunders, 252 SW 44<sup>th</sup> Avenue, Deerfield Beach**, spoke in support of the residency requirement.

**Janet Castrogiovanni, 1523 E. Hillsboro Blvd., Deerfield Beach**, spoke in support of the residency requirement.

**Tom Connick, 411 E. Hillsboro Blvd., Deerfield Beach**, commented on Article XI Section 7.09 and expressed opposition to the recommendation to amend it.

**Rita Masi, 349 NE 19<sup>th</sup> Avenue, Deerfield Beach**, spoke in opposition to amending Article XI.

**Howard Haimowitz, 536 NE 20<sup>th</sup> Avenue, Deerfield Beach**, spoke in opposition to eliminating Article XI, as responsible development can be done with the current restrictions.

**Jim McGeary, 1442 SE 6<sup>th</sup> Street, Deerfield Beach**, spoke in opposition to removing Article XI, as there are matters beyond height restrictions that would be affected by its removal.

**Tom Lettie, 1537 E. Hillsboro Blvd., Deerfield Beach**, suggested retaining Article XI and amending only the height restriction to 65 feet.

**Janet Castrogiovanni, 1523 E. Hillsboro Blvd., Deerfield Beach,** spoke in opposition to amending Article XI.

**Sophia Manolesco, 536 NE 20<sup>th</sup> Avenue, Deerfield Beach,** recommended maintaining the 55-foot height restriction for both residential and commercial development. Thereafter, she expressed concerns with eliminating Article XI.

**Elinda Kiss, 1627 Riverview Road, Deerfield Beach,** asked when the Commission will be discussing the Charter amendments.

Mr. Soroka stated that the meetings will be announced at a later date.

**Marcia Wehr, 500 S. Ocean Way, Deerfield Beach,** spoke in opposition to amending Article XI.

**Tom Moll, 1226 SE 13<sup>th</sup> Avenue, Deerfield Beach,** stated that the Cove Beach Club is eight stories in height. Further, he expressed frustration with land use regulations being outlined in the City Charter and supported modernizing the Charter and increasing language and amending the height restriction to 65 feet.

**Marty McGeary, 1442 SE 6<sup>th</sup> Street, Deerfield Beach,** spoke in opposition to amending Article XI. Thereafter, she outlined the accomplishments of the Save Our Beach organization.

#### **A. New Business - Continued**

##### **Vote on Charter Amendment Recommendations to City Commission**

Motion was made by Vice Chair Ellington, seconded by Mr. Chan to recommend approval of Ballot Questions A, B, G and H. ROLL CALL: YEAS: Mr. Cahn, Ms. Chisholm, Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: None. **(VOTE: 5-0)**

Motion was made by Vice Chair Ellington, seconded by Ms. Hathaway to recommend approval of Ballot Question C. ROLL CALL: YEAS: Mr. Cahn, Ms. Chisholm, Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: None. **(VOTE: 5-0)**

Motion was made by Vice Chair Ellington, seconded by Ms. Chisholm to recommend approval of Ballot Question D (Option B). ROLL CALL: YEAS: Ms. Chisholm, Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: Mr. Cahn. **(VOTE: 4-1)**

Motion was made by Vice Chair Ellington, seconded by Ms. Hathaway to recommend that elected officials who have served a term of seven years and eight months not be permitted to seek election to a third term. ROLL CALL: YEAS: Mr. Cahn, Ms. Chisholm, Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: None. **(VOTE: 5-0)**

Motion was made by Mr. Cahn, seconded by Vice Chair Ellington to recommend approval of Ballot Question E. ROLL CALL: YEAS: Mr. Cahn, Ms. Chisholm, Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: None. **(VOTE: 5-0)**

Motion was made by Vice Chair Ellington, seconded by Mr. Cahn to recommend approval of Ballot Question F. ROLL CALL: YEAS: Ms. Chisholm, Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: Mr. Cahn. **(VOTE: 4-1)**

Motion was made by Vice Chair Ellington, seconded by Ms. Hathaway to recommend approval of Ballot Question I, while retaining the existing “village feel of the beach area” language and adding language to prevent excessive development. ROLL CALL: YEAS: Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: Mr. Cahn and Ms. Chisholm. **(VOTE: 3-2)**

Motion was made by Vice Chair Ellington, seconded by Ms. Chisholm to recommend approval of Ballot Question J, subject to revisions that clarify and streamline the language. ROLL CALL: YEAS: Ms. Chisholm, Ms. Hathaway, Vice Chair Ellington, and Chair Noland. NAYS: Mr. Cahn. **(VOTE: 4-1)**

## **ADJOURNMENT**

Vice Chair Ellington made a motion, seconded by Ms. Hathaway to adjourn the meeting at 8:59 p.m. The motion CARRIED by unanimous vote.

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PEGGY NOLAND, CHAIR



**ORDINANCE NO. 2026/**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CERTAIN AMENDMENTS TO THE CITY CHARTER, SUBJECT TO VOTER APPROVAL; CALLING FOR A REFERENDUM ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON NOVEMBER 3, 2026; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Deerfield Beach Charter Review Board has recommended that certain provisions of the City Charter be amended; and

**WHEREAS**, after considering the recommendation of the Charter Review Board, the City Commission wishes to submit to the City electors the proposed Charter Amendments set forth in this Ordinance.

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

**Section 1.**     **Recitals.** The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

**Section 2.**     **Charter Amendments.** Pursuant to Section 166.031, Florida Statutes, and upon voter approval as set forth herein, the City Charter of the City of Deerfield Beach, Florida, is amended as follows<sup>1</sup>:

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**ARTICLE II. – CORPORATE LIMITS**

**Section 2.01 – Description of corporate limits.**

~~The following area shall constitute the corporate limits of the City of Deerfield Beach:~~

~~All that territory lying and situate in Broward County, Florida, as provided in the Laws of Florida, Chapter 59-1214, Special Acts, 1959; Chapter 61-2068, Special Acts, 1961; Chapter 70-647, Special Acts, 1970; Chapter 99-471, Laws of Florida; House Bill 1407, enacted 2004; House Bill 1695, 1697 and 1705, enacted 2000; House Bill 1089, enacted 1999; Ordinance~~

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<sup>1</sup>Proposed additions to existing Charter text are shown by underlining; proposed deletions from existing Charter text are shown by ~~strike through~~.

Number 1974/207 (original number 928) and Ordinance Number 1985/24, City of Deerfield Beach, additions thereto, and subsequent additions by ordinance, and Special Act to wit:

All lands lying within the following described territory, the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipal corporation shall exercise its jurisdiction and powers and which boundaries, as the same may be hereafter changed by law, shall be known as the "Corporate Limits" of the City of Deerfield Beach, to wit:

BEGINNING at the northeast corner of Broward County, Florida, being the intersection of the north boundary line of Broward County, Florida with the east boundary line of the State of Florida;

thence southerly along said east boundary line of the State of Florida to the north line of Section 8, Township 48 South, Range 43 East; thence westerly along said north line of Section 8 to the centerline of the existing Intracoastal Waterway (Florida East Coast Canal) right of way;

thence southerly along said centerline of the Intracoastal Waterway to the intersection with the easterly extension of the south boundary line of Lot 9 of the Subdivision of Government Lots 2 and 3 of Section 8, Township 48 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book "B", Page 154, of the Public Records of Dade County, Florida;

thence westerly along said easterly extension of the south boundary line of Lot 9 and through the southeast corner thereof, to the southwest corner of said Lot 9;

thence northerly along the west boundary line of said Lot 9 to the northwest corner of said Lot 9, also being the intersection with the east-west quarter section line of said Section 8;

thence westerly along said east-west quarter section line of Section 8 to a point of intersection with the east line of Section 7, Township 48 South, Range 43 East;

thence westerly along the east-west quarter section line of said Section 7 to a point of intersection with the east line of the west one-half ( $W\frac{1}{2}$ ) of the northeast one-quarter ( $NE\frac{1}{4}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7;

thence southerly along said east line to the southeast corner of the west one-half ( $W\frac{1}{2}$ ) of the northeast one-quarter ( $NE\frac{1}{4}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7;

thence westerly along the south line of the north one-half ( $N\frac{1}{2}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7 to the southwest corner of the east one-half ( $E\frac{1}{2}$ ) of the northwest one-quarter ( $NW\frac{1}{4}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7;

thence northerly along the west line of the east one-half ( $E\frac{1}{2}$ ) of the northwest one-quarter ( $NW\frac{1}{4}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7 to a point of intersection with a line 165.00 feet south of and parallel with the north line of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7;

~~thence easterly along said parallel line to a point of intersection with the west line of the east one half (E $\frac{1}{2}$ ) of the northeast one quarter (NE $\frac{1}{4}$ ) of the northwest one quarter (NW $\frac{1}{4}$ ) of the southeast one quarter (SE $\frac{1}{4}$ ) of said Section 7;~~

~~thence northerly along said west line to the northwest corner of the east one half (E $\frac{1}{2}$ ) of the northeast one quarter (NE $\frac{1}{4}$ ) of the northwest one quarter (NW $\frac{1}{4}$ ) of the southeast one quarter (SE $\frac{1}{4}$ ) of said Section 7;~~

~~thence westerly along the east-west quarter section line of said Section 7 to the existing east right-of-way line of U.S. Federal Highway No. 1 (State Road No. 5);~~

~~thence southwesterly along said east right-of-way line to the intersection with the easterly extension of the existing south right-of-way line of S.W. 15th Street (N.E. 54th Street) being the Municipal Boundary of the City of Deerfield Beach as established by Chapter 70-647, Laws of Florida;~~

~~thence westerly along said south right-of-way line to a point of intersection with the northerly extension of the east line of PARCEL "B", MORGAN PLAT NO. 1, according to the Plat thereof, as recorded in Plat Book 110, Page 42, of the Public Records of Broward County, Florida;~~

~~thence along the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida, for the following 3 courses:~~

~~thence southerly along the northerly extension of said east line to the north boundary line of said PARCEL "B", being the northeast corner of said PARCEL "B";~~

~~thence westerly along said north boundary line to the west line of said PARCEL "B" and the east right-of-way line of N.E. 13th Way as shown on said MORGAN PLAT NO. 1;~~

~~thence southwesterly and southerly along said east right-of-way line to the intersection with the east boundary line of PARCEL "A" of said MORGAN PLAT NO. 1;~~

~~thence along the municipal boundary of the City of Deerfield Beach, as established by Ordinance 1985/24, City of Deerfield Beach for the following 2 courses:~~

~~continue southerly along said east boundary line of PARCEL "A" to the south boundary line of said PARCEL "A";~~

~~thence westerly along said south boundary line to the southwest corner of said PARCEL "A" and the east right-of-way line of the Florida East Coast Railway;~~

~~thence along the municipal boundary of the City of Deerfield Beach, as described in House Bill 1407, enacted by the Legislature of the State of Florida in 2004, for the following 4 courses:~~

~~thence continue southwesterly along said east right-of-way line of the Florida East Coast Railway to the centerline of N.E. 36th Street (Sample Road);~~

~~thence westerly along said centerline of N.E. 36th Street (Sample Road) to a point of intersection with the easterly right-of-way line of the Seaboard Coastline railroad;~~

~~thence northeasterly along said easterly right-of-way line to the north right-of-way line of N.E. 36th Street (Sample Road);~~

~~thence westerly along said north right-of-way line to the westerly right-of-way line of the Seaboard Coastline Railroad;~~

~~thence continue westerly along said north right-of-way line of N.E. 36th Street (Sample Road), being the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida to the west right-of-way line of Powerline Road (State Road 845);~~

~~thence continue westerly along a line lying northerly of the forty foot easement for road, utility and related purposes (for Sample Road), G and P Plat, according to the plat thereof, recorded in Plat Book 96, Page 44 of the Public Records of Broward County, Florida as described in House Bill 1697, enacted by the Legislature of the State of Florida in 2000, to a point on the western boundary of said plat, being the west line of a fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records;~~

~~thence continue westerly along the north line of a road easement for Sample Road, J.F.C. Plat, according to the plat thereof, recorded in Plat Book 133, Page 35 of the Public Records of Broward County, Florida as described in House Bill 1695 and House Bill 1705, enacted by the Legislature of the State of Florida in 2000, to a point of intersection with the western boundary of Parcel "A", according to said plat;~~

~~thence continue along the municipal boundary of the City of Deerfield Beach, as referenced in said House Bill 1695, for the next 2 courses:~~

~~northerly along said western boundary of Parcel "A" to the northwest corner of said Parcel;~~

~~thence easterly along the north boundary of said Parcel "A" and the northerly limits of said J.F.C. Plat to the northeast corner of said Parcel being a point on the west line of said fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records being the western boundary of said G and P Plat as described in said House Bill 1697;~~

~~thence along the municipal boundary of the City of Deerfield Beach, as referenced in said House Bill 1697, for the next 2 courses:~~

~~northerly along the west line of said fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records being the western boundary of said G and P Plat to the northwest corner of said plat;~~

thence easterly along the north boundary of said G and P Plat to the northeast corner of Parcel "B" of said plat being a point on the westerly right of way line of Powerline Road (State Road 845) and the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida;

thence northerly along said westerly right of way line of Powerline Road (State Road 845) and the municipal boundary of the City of Deerfield Beach, as established by said Chapter 99-471 to the intersection with a line 55.00 feet north of and parallel with the south line of the southeast one quarter (SE $\frac{1}{4}$ ) of Section 9, Township 48 South, Range 42 East;

thence westerly along said parallel line to the intersection with the east line of the southwest one quarter (SW $\frac{1}{4}$ ) of said Section 9;

thence southerly along said east line to the intersection with a line 40.00 feet north of and parallel with the south line the southwest one quarter (SW $\frac{1}{4}$ ) of said Section 9;

thence westerly along said parallel line to a point of intersection with the east right of way line of the Florida's Turnpike;

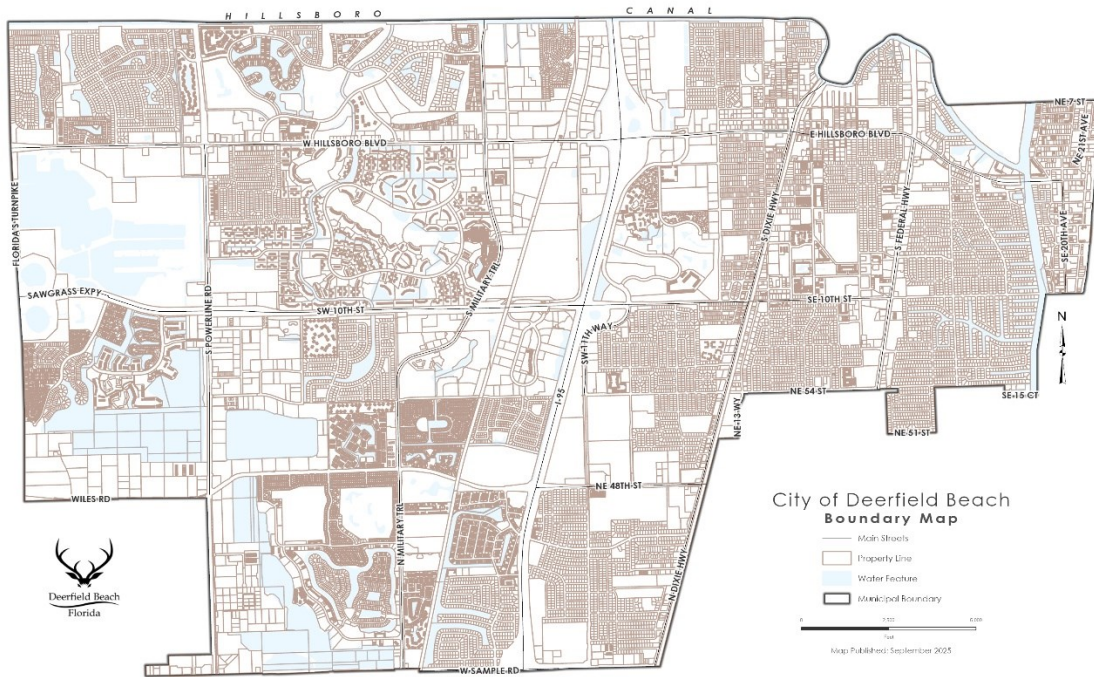
thence northerly along said east right of way line to the south right of way line of the Sawgrass Expressway (State Road 869) as shown on the Broward County Expressway Authority map of Sawgrass/Deerfield Expressway for Project Number 10444, Sheets 22 and 23, dated June 26, 1984 with a revised date of January 21, 1986 as described in House Bill 1089, enacted by the Legislature of the State of Florida in 1999;

thence continue northerly along said east right of way line of Florida's Turnpike and the westerly municipal boundary as described in said House Bill 1089 to the south right of way line of Hillsboro Boulevard (State Road 810);

thence continue northerly along said east right of way line of the Florida's Turnpike to a point on the north boundary line of Broward County, Florida;

thence easterly along said north boundary line to the northeast corner of Broward County, Florida being the POINT OF BEGINNING of this description.

An official map of the City of Deerfield Beach denoting the official boundaries at present and as amended shall be maintained by the office of the City Clerk. The official boundaries of the City are generally depicted on the following map:



## ARTICLE III. – LEGISLATIVE

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### Section 3.02. - Qualifications of mayor and commissioners.

(1) *Mayor.* Any qualified Broward County elector whose principal place of residence is in the City of Deerfield Beach and who has resided continuously in the city for ~~six (6) months~~ two years immediately prior to qualifying as a candidate for the office shall be eligible to hold the office of mayor. The mayor must continue to live within the city limits during the term of office or forfeit the office.

(2) *Commissioner.* Any qualified Broward County elector whose principal place of residence is in the City of Deerfield Beach and who has resided continuously (i) in the city for six (6) months two years immediately prior to qualifying, and (ii) in the district from which he or she seeks to qualify for two years immediately prior to qualifying as a candidate for the office, except if he or she did not reside continuously in the district for the two years immediately prior to qualifying solely due to redistricting. shall be eligible to hold the office of city commissioner. During the term of office a commissioner must continue to live within the district from which he or she was elected or forfeit the office.

### **Section 3.03. - Judge of qualifications.**

The commission shall be the judge of the election and qualification of its members and of the grounds for forfeiture of their office. A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the city or on the County designated publicly accessible website, at least one week in advance of the hearing.

### **Section 3.04. - Election and terms.**

(1) *Regular election.* There shall be no primary election. All candidates who qualify for an elective office in the city shall run in the regular election scheduled for the particular seat. When there is only one (1) candidate, the candidate shall be deemed to have voted for himself/herself and the person's name shall not appear on the ballot. The regular biannual election for the city commission shall be held pursuant to the Laws of Florida and Broward County. Beginning in ~~March 2009~~ November 2030 and continuing thereafter, ~~City~~ City commission elections shall be held every two (2) years in ~~March~~ November of every ~~odd~~ even numbered year. It is the intent of the city to have staggered commission terms and elections. ~~In March 2009 all four (4) commission seats and the mayor shall be on the ballot for election. The mayor shall stand for a four (4) year term. At least ninety (90) days prior to that election the city commission shall draw lots to determine the other two (2) commission districts which shall be for a four (4) year term. The two (2) districts chosen shall have a four (4) year term; the two (2) districts not chosen shall have a two (2) year term and consequently shall be up for election in March 2011. Thereafter all terms shall be four (4) years.~~

The City intends to transition elections for mayor and city commission from March of odd-numbered years to November of even numbered years to coincide with the statewide general elections, commencing with the November 2030 city commission elections. To ensure continuity of governance, the seats of the city commission shall be divided into two groups for purposes of election scheduling:

(a) Group A Seats shall consist of commission district seats 1 and 2. Beginning in November 2030, and every four years thereafter, Group A seats shall be placed on the general election ballot.

(b) Group B Seats shall consist of commission district seats 3 and 4 and the mayor. Beginning in November 2032, and every four years thereafter, Group B seats shall be placed on the general election ballot.

*Transition.* The following transition provisions are adopted pursuant to Sections 100.3605 and 166.021(4), Florida Statutes, to provide for the orderly transition of office necessitated by the change in municipal election dates from March of odd-numbered years to November of even-numbered years. The staggered structure of commission terms requires that Group A seats and Group B seats be assigned to different even-numbered election years in order to preserve the continuity of governance that staggered terms are intended to provide. The term adjustments set forth below are the minimum adjustments necessary to accomplish this transition while preserving the two-year offset between seat groups.

The March 2027 municipal election for Group A seats shall be held as scheduled. The candidates elected at the March 2027 election for Group A seats shall serve a term that expires upon their successors elected at the November 2030 municipal election for Group A taking office. In November 2030, the commission seats for Group A (districts 1 and 2) shall be on the ballot for election.

The March 2029 municipal election for Group B seats shall be held as scheduled. The candidates elected at the March 2029 election for Group B seats shall serve a term that expires upon their successors elected at the November 2032 municipal election for Group B taking office. In November 2032, the commission seats for Group B (districts 3 and 4, and mayor) shall be on the ballot for election

- (i) *Group A seats – March 2027 Election – Reduced Terms.* The election for Group A seats shall be held in March 2027. The terms of all persons serving in Group A seats (districts 1 and 2) that are elected at the March 2027 election, whose terms would otherwise have expired in March 2031, are hereby reduced by approximately four months and shall expire upon the qualification and taking of the oath of office by their successors elected at the November 2030 election. The reduction of terms provided by this subsection is necessitated solely by the change in election dates and the requirement to preserve staggered terms and does not otherwise alter the four-year term length applicable to future officeholders elected to Group A seats.
- (ii) *Group B seats – March 2029 Election – Reduced Terms.* The election for Group B seats shall be held in March 2029. The terms of all persons serving in Group B seats (mayor, districts 3 and 4) that are elected at the March 2029 election, whose terms would otherwise have expired in March 2033, are hereby reduced by approximately four months and shall expire upon the qualification and taking of the oath of office by their successors elected at the November 2032 election. The reduction of terms provided by this subsection is necessitated solely by the change in election dates and the requirement to preserve staggered terms and does not otherwise alter the four-year term length applicable to future officeholders elected to Group B seats.

The candidate receiving the greatest number of votes for mayor shall be elected as mayor. The candidate receiving the greatest number of votes in the district in which he/she ran shall be elected as the commissioner from that district. The mayor and commissioners shall be chosen for a term of four (4) years ~~(except for the two (2) seats transitioning to staggered terms as noted above for the March 2009 election only)~~ (except for the mayor and commissioners elected at the March 2027 and March 2029 elections only as noted above for transitioning to November elections) and shall hold office until their successors are elected and qualified or until the office is forfeited or until a person resigns or until a person is removed from office as provided elsewhere.

(2) *District representation.* ~~At least ninety (90) days~~ Within the time period provided by state law prior to the regular city commission election to be held in March 2009 and the regular city commission election held in November 2030 and every four (4) years thereafter, the commission shall divide the city into four (4) districts (District 1, 2, 3 and 4) for the purpose of electing one (1) commissioner from each district. The division of the city into four (4) districts shall be as nearly



as practicable on an equal population basis by contiguous boundaries. No sitting commissioner shall be disqualified from completing his or her term as a result of redistricting.

(3) No person may appear on the ballot for re-election to the Deerfield Beach City Commission (as defined in Section 3.01) if, by the end of the current term of office the person will have served (or, but for resignation, would have served) as a member of the Deerfield Beach City Commission for eight (8) consecutive years; provided that a commissioner subject to these term limitations by virtue of prior service as a commissioner shall be permitted to run for mayor and may serve as mayor and if elected shall be subject to the same term limit restrictions with regard to mayoral service as set forth above for commission service; ~~provided further that should the person serving as mayor on the date this amendment is approved wish to appear on the ballot for re-election as mayor at the March 2009 election he shall be permitted to do so and may serve only that term and shall be barred from appearing on the ballot for a position on the city commission in the March 2013 election.~~ A commissioner elected at the March 2027 transition election for Group A seats (Districts 1 and 2) or the March 2029 transition election for Group B seats (Mayor, Districts 3 and 4) shall be deemed to have served four (4) years during their transition term for purposes of calculating consecutive years of service under Section 3.04(3), notwithstanding that the actual duration of such transition term is approximately three (3) years and eight (8) months.

#### **Section 3.06. – Mayor and Vice Mayor.**

- (a) *Mayor.* The mayor shall preside at meetings of the commission and shall be recognized as head of the city government for all ceremonial purposes; by the governor for purposes of military law and civil disaster; for execution of contracts, deeds and other documents except as otherwise provided in article IV; for service of process; and as the city official designated to represent the city in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.
- (b) *Vice mayor.* ~~Dependent upon the length of the term to which the commissioners have been elected, p~~ Pursuant to the provisions of section 3.04(2) of this Charter, and to the extent possible, each commissioner shall serve as vice mayor of the city for a term of one year during his term as commissioner.

At the first meeting following the regularly scheduled municipal election in March the commission shall designate which of its members shall serve which year as vice mayor. The commission shall designate its member with the greatest prior length of service as a commissioner to be immediately installed and to serve as vice mayor for the first year immediately following the election. The commissioner with the next greatest prior length of service as a commissioner shall be designated to serve as vice mayor for the second year immediately following the election. The commissioner with the next greatest prior length of service as a commissioner shall be designated to serve as vice mayor for the third year immediately following the election. ~~If commissioners are serving four-year terms then t~~ The commissioner with the least prior length of service shall be designated to serve as vice mayor for the fourth year. In the event of equal lengths of prior service among commissioners then the order of years in which such commissioners, with such equal

service, shall serve as vice mayor shall be determined by lot. Each vice mayor's term shall expire on the date of the first city commission meeting following the three hundred sixty-fifth (365th) day after ~~his~~ the commissioner's installation as vice mayor. Each successive vice mayor shall be installed at the same city commission meeting at which ~~his~~ the vice mayor's predecessor's term expired.

In the event of a vacancy in the office of vice mayor created because the commissioner then serving as vice mayor leaves ~~his~~ office as commissioner, ~~then~~ the ~~then~~ remaining commissioners shall elect one of their members to serve as vice mayor for the remaining term that the absent commissioner would have served had ~~he~~ the commissioner completed ~~his~~ the commissioner's term as ~~commissioner~~.

The vice mayor shall act as mayor during the absence or disability of the mayor.

### **Section 3.14. – Independent Audit.**

The commission shall provide for an independent annual audit of all city accounts and may provide for such more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the city government or any of its officers. ~~The commission may, without requiring competitive bids, designate such accountant or firm of accountants annually or biennially, provided that the designation for any particular fiscal year shall be made not later than ninety (90) days after the beginning of such fiscal year. If the state makes such an audit, the commission may accept it as satisfying the requirements of this section.~~ The selection of a certified public accountant or firm of such accountants for performance of the independent annual audit shall be conducted in accordance with applicable state law.

### **Section 3.15. – Procedure and meetings.**

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- (3) *Special.* Special meetings may be held on the call of the mayor or of a majority of the members of the commission, upon no less than ~~six (6)~~ twelve (12) hours notice to each member, the city manager, city clerk, city attorney and the public.

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- (6) *Rules and ~~journal~~ written record.* The commission shall determine its own rules and order of business and shall provide for keeping a written record ~~or journal~~ of its proceedings. The ~~journal~~ written record shall be a public record.
- (7) *Voting.* Voting on ordinances and resolutions shall be by roll call and shall be recorded in the ~~journal~~ meeting minutes. A majority of the commission shall constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission. No action of the commission, except as otherwise provided in this Charter, in the preceding sentence, and in section 3.10(3), shall be valid or binding unless adopted by the affirmative vote of the majority of the commission.

### **Section 3.16. – Ordinances and resolutions.**

"Ordinance" means an official, legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law. A "resolution" is an expression of the commission on matters of official concern, opinion, or administration, of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body.

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- (2) *Procedure.* A proposed ordinance shall be read by title or in full on the first reading, and by title or in full on the second reading on at least two (2) separate days, at either regular or special meetings of the commission. Prior to second reading, a proposed ordinance shall be advertised, as required by Florida State law, ~~in a newspaper of general circulation in the city.~~ The notice of proposed enactment shall state the date, time, and place of the meeting, the title or titles of proposed ordinances and the place or places within the city where such proposed ordinances may be inspected by the public. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

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### **Section 3.17. – Emergency ordinances.**

To meet a public emergency affecting life, health, property or the public peace, the commission may adopt one (1) or more emergency ordinances, but such ordinances may not levy taxes, grant, ~~review~~ [renew,] or extend a franchise, set service or user charges for any municipal services or authorize the borrowing of money except as provided under the emergency appropriations provisions of article V, section 5.05(5) of this Charter.

- (1) *Form.* An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.
- (2) *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of at least a majority of the commission shall be required for adoption. After its adoption, the ordinance shall be published once in a ~~newspaper of general circulation~~ accordance with state law for publishing public notices.

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### **Section 3.18. – Authentication, recording and disposition of ordinance[s], resolutions and charter amendments.**

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- (2) *Recording.* The city clerk shall keep properly indexed ~~books in which shall be recorded~~ records, in full, of all ordinances and resolutions passed by the commission. Ordinances

shall be codified periodically, published and made available for distribution on a continuing basis. The city clerk shall also maintain the city charter in current form and shall enter all Charter amendments and send a copy of the revised charter incorporating amendments to the ~~Secretary of State's Office~~ applicable state agency.

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## **ARTICLE IV. – ADMINISTRATIVE**

### **Section 4.01. – City manager; appointment, qualifications, term and compensation.**

The city commission shall by a majority vote of the commission appoint a city manager. The city manager shall serve such term and receive such compensation as the commission may fix and determine. The manager shall be chosen on the basis of executive and administrative qualifications without regard to political beliefs, shall be over the age of twenty-one (21), need not be a resident of the city or state at time of appointment, but shall ~~not reside outside~~ within the city, or within ten (10) miles of the city limits, without the approval of within six months of the appointment by the commission and shall continue to reside within the city, or within ten (10) miles of the city limits, thereafter.

The residency requirements set forth in this Section, as amended, shall apply to city managers appointed on or after the effective date of this amendment. The city manager holding office on the effective date shall not be subject to the amended residency requirements during his or her current tenure, and the terms of his or her appointment shall remain unaffected by this amendment.

### **Section 4.02. – Removal of city manager.**

The city commission may, by majority vote, adopt a motion providing for the termination of the city manager. Upon adopting such motion, the city commission shall schedule a hearing, to be held no sooner than ten (10) days, nor later than twenty-one (21) days after the adoption of the motion, at which time it shall consider a resolution for termination of the city manager. If the resolution for termination is adopted by a majority of the city commission, the city manager shall be removed, effective on the date of the adoption of the resolution.

~~The provision for termination of the city manager, as set forth above, shall not be effective until June 1, 2007. Any termination of the city manager prior to that date shall be undertaken in conformance with the provisions of the City of Deerfield Beach Charter as it existed prior to approval of this amendment by the voters of the City of Deerfield Beach.~~

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### **Section 4.06. - City clerk.**

The city manager shall appoint the city clerk with the consent of the city commission when a vacancy exists. The city clerk shall administer any oath required by law or ordinance of the city;

shall give notice of meetings of the city commission, shall attend the meetings of the city commission, shall keep the ~~journal~~ written record of its proceedings, shall authenticate by ~~his/her~~ signature on record in full the ~~book~~ records kept for the purpose of recording ordinances and resolutions of the commission, shall be the custodian of the seal and of all official city records, and shall perform such ~~{other}~~ duties as shall be required by law, by this Charter, by city ordinance or by the city manager.

\*\*\*

#### **Section 4.08. - Acting city manager.**

By letter filed with the city clerk, the city manager shall designate, ~~subject to approval by the commission,~~ a qualified city administrative officer to exercise the powers and perform the duties of city manager during the manager's temporary absence or disability. During such absence or disability, the commission may revoke such designation at any time and appoint another officer of the city to serve until the manager shall return or the disability shall cease.

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### **ARTICLE V. – FINANCIAL PROCEDURES**

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#### **Section 5.05. - Amendments after adoption.**

\*\*\*

(5) *Emergency appropriations.* To meet a public emergency affecting life, health, property or the public peace, the commission may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions in section 3.17. To the extent that there are no available unappropriated revenues to meet such appropriations, the commission may by such emergency ordinance authorize the issuance of emergency ~~notes~~ debt, which may be renewed from time to time, but the emergency ~~notes~~ debt and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

#### **Section 5.06. - Payment of money by city.**

Money shall be paid out of the city treasury only on ~~warrants~~ electronic funds transfers or checks signed by the director of management and budget and countersigned by the city manager.

\*\*\*

### **ARTICLE VI. – ELECTIONS**

\*\*\*

## **Section 6.09. – Certificate of election.**

Results of elections conducted under provisions of this charter shall be certified by the county supervisor of elections ~~on the day~~ following the election or when any recount or protest shall have been completed and certified.

## **ARTICLE VII. - RECALL, INITIATIVE AND REFERENDUM**

### **Section 7.07. - Action on petitions.**

\*\*\*

(2) Submission to voters. When there is to be a vote of the city on a proposed or referred ordinance it shall be held not less than forty-five (45) days and not later than one hundred eighty (180) days from the date of the final commission vote thereon. If no regular city or general election is to be held within the period described in this subsection, the commission shall provide for a special election, except that the commission may, in its discretion, provide for a special election at an earlier date within the described period. Copies of the proposed or referred ordinance shall be published at least by title only ten (10) days before any such election ~~in a newspaper of general circulation in the city~~ and shall be made available in full at the city hall and at the polls.

\*\*\*

### **Section 7.09. - Other referendum election.**

(1) *Repeal or amendment of ordinance.* Any existing ordinance of the city, including ordinances approved by the qualified electors of the city, may be repealed or amended by a majority of the qualified electors of the city voting at a regular city, general or special election.

~~(2) *Sale, gift, trade, transfer or lease of public property.* Any (a) sale, gift, trade, transfer or lease of all or a portion of city owned real property, or (b) sale, gift, trade, transfer or lease of any interest right to all or a portion of city owned real property, must be approved by a majority of the qualified electors of the city voting at a regular city, general or special election if the fair market value of the real property is in excess of \$750,000.00. If a portion of city owned real property is being considered, the value of the entire parcel must be determined for purposes of determining fair market value. Fair market value is defined as the highest price valued in terms of money that the land would bring in if exposed for sale in the open market, with reasonable time allowed in which to find a purchaser, buying with knowledge of all the uses and purposes for which it may be capable of being used. Sale is defined as any transfer of real property to another party. Gift is defined as the conveying of title or interest in real property to another party. Trade is defined as the exchange of real property to another party for consideration. Transfer is defined as conveying of title, interest or rights in real property to another party. Lease is defined as a contract for possession or use of real property. The only exceptions to this referendum requirement are that the city commission may, upon a four fifths majority vote, award leases or contracts (but may not sell, gift, trade or transfer) for a pier restaurant or snack facility located east of Ocean Drive or for the operation of the pier itself or for the operation of a business for cabanas, umbrellas and chairs on the beach.~~

(32) *Commission procedure.* When such matters are submitted to a referendum either on motion of the commission or as the result of initiative or referendum proceedings arising under the preceding sections of article VII, the commission shall pass a resolution calling for a referendum election in accordance with the provisions of article VII.

\*\*\*

## ARTICLE IX. – CHARTER AMENDMENTS

### Section 9.01. - Charter amendment.

(1) *Initiation by ordinance.* The commission may, by ordinance, propose amendments to any part or all of this Charter, except article II prescribing boundaries, and upon passage of the initiating ordinance, shall place the proposed amendment to a vote of the electors at the next regular city or general election held within the city or at any special election called for such purpose. Amendment of article II resulting from annexation done in accordance with general law shall be by ordinance of the commission and shall not be subject to a vote of the electors, except as provided by general law.

(2) *Initiation by petition.* The electors of the city may propose amendments to this Charter by a petition signed by the percentage of the registered electors of the city, as of the last preceding municipal general election, as required by Florida State Law and in accordance with Chapter 166, Florida Statutes, as amended.

~~(a)–(e) [Reserved.]~~

~~(d)~~ *Time for filing Charter amendment petitions.* Charter amendment petitions in completed form must be filed with the city clerk within ninety (90) days after the commencement of proceedings according to section 9.01(2)(a).

~~(e)~~ *[City attorney.]* The sole responsibility of the city attorney with reference to Charter amendment provisions shall be to offer an opinion on the legal sufficiency of the petition language.

\*\*\*

### Section 9.03. - Action on petitions.

(1) *Action by commission.* When a Charter amendment petition has been finally determined sufficient, the commission shall take steps to hold an election on the proposal. Such election shall be held not less than forty-five (45) days and not later than one hundred eighty (180) days from the date of the final sufficiency of the petition. If no regular city or general election is to be held within the period described in this subsection, the commission shall provide for a special election, except that the commission may, in its discretion provide for a special election at an earlier date. Copies of the proposed amendment shall be published at least once by title only ten (10) days before any such election ~~in a newspaper of general circulation in the city~~ and shall be made available in full at the city hall and at the polls.

\*\*\*

(4) *End of petitions process.* The petitions process may be declared null, void and at an end if petitions with a sufficient number of signatures have not been submitted to the city clerk within the required time limits according to section 9.01(2)(~~da~~).

#### **Section 9.04. – Charter Review Board.**

There shall be a Charter Review Board appointed by the city commission in May of 2032 and every seven years thereafter. The Charter Review Board shall consist of five regular voting members and five alternate members appointed by the city commission. The mayor and each commissioner shall have the right to appoint one regular member and one alternate member. The board shall meet to review the Charter and make recommendations for amendments. The board's recommendations shall be nonbinding and the city commission shall have sole discretion to determine which amendments, if any, it places on the ballot, the final wording of any amendments, and the timing of any election on Charter amendments. Nothing set forth in this Section shall limit the ability of the City Commission to offer amendments on its own initiative.

\*\*\*

### **ARTICLE XI. - BEACH DEVELOPMENT.**

#### **Sec. 11.01. – ~~Protection of beach area from excessive development.~~ Maximum height limitation for commercial and multi-family zoned properties in beach area.**

The City of Deerfield Beach recognized that its "beach area" (defined as the area between the Intracoastal Waterway and the Atlantic Ocean) is a unique area where the citizens desire to preserve the "village" feel and have protections from excessive development so as to not further exacerbate traffic congestion.

(a) *Height Limitation.* No building or structure erected, constructed, reconstructed, altered, enlarged, or moved upon any property located east of the Intracoastal Waterway with a commercial or multi-family zoning designation shall exceed a maximum height of 65 feet.

(b) *Measurement of Height.* For purposes of this Section, "height" shall mean the vertical distance from the finish grade at the center of the front of the building or structure to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs. The intent of this definition is to incorporate the definition of "building height" in the City's land development regulations as they existed on May 1, 2002.

~~In furtherance of that goal, the City of Deerfield Beach shall require that any land development regulations for its beach area be at least as strict (but which may be more strict if desired by the city commission) as the following requirements (and, if there are not land development regulations covering these requirements or different land development regulations covering these~~



requirements, then these requirements shall be the requirements upon passage of this referendum. This Charter amendment is effective upon passage of this referendum):

|                                                                                                           |         |
|-----------------------------------------------------------------------------------------------------------|---------|
| (1) Height maximum for any property with a commercial zoning designation as of May 1, 2002:               | 45 feet |
| (2) Height maximum for any property with a multi-family zoning designation as of May 1, 2002:             | 55 feet |
| (3) Floor area ratio maximum for any property with a commercial zoning designation as of May 1, 2002:     | 1.0     |
| (4) Floor area ratio maximum for any property with a multi-family zoning designation as of May 1, 2002:   | .8      |
| (5) Maximum lot coverage percent for any property with a commercial zoning designation as of May 1, 2002: | 50%     |
| (6) Maximum lot coverage percent for any property containing a multifamily and/or hotel or motel use:     | 40%     |

~~all as calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on May 1, 2002 (except for the floor area ratio maximum for any property with a multi-family zoning designation as of May 1, 2002, and that floor area ratio is calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on January 1, 2000).~~

~~(7) Mixed use involving commercial (including office) or multi-family and hotel/motel use for all property east of the Intracoastal, shall be prohibited except to the extent allowed under the Deerfield Beach Land Use Regulations as existed on May 1, 2002 and the Land Use Plan as existed in May 1, 2002.~~

~~(8) Accessory use involving commercial (including office) or multi-family and hotel/motel use for all property east of the Intracoastal, shall be prohibited except to the extent allowed under the Deerfield Beach Land Use Regulations as existed on May 1, 2002 and the Land Use Plan as existed in May 1, 2002.~~

~~(9) Any property with a single-family zoning designation as of May 1, 2002, shall be bound by the restrictions set forth above in the event that that property is later rezoned to a multifamily zoning designation in that such property shall have the height maximum (fifty-five (55) feet), floor area ratio maximum (.8) and maximum lot coverage percent (forty (40) percent), all as calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on May 1, 2002 (except for the floor area ratio maximum, and that floor area ratio is calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on January 1, 2000).~~

~~(10) Any property east of the Intracoastal which did not have a commercial zoning designation as of May 1, 2002 shall not be allowed to be rezoned to a commercial or mixed use commercial or other commercial zoning designation.~~

**Sec. 11.02. -- Protection of main beach parking areas.**

~~(a) The City of Deerfield Beach recognizes that part of its uniqueness is the public's safe and convenient access to the beach and ocean. In furtherance of that purpose, the real property designated in this section ("designated main beach parking area" and "property") shall be limited in use as follows (This Charter amendment is effective upon passage of this referendum):~~

~~(1) Parking and roadways for ingress and egress.~~

~~(2) If a garage is constructed on the property, the garage facility shall not be more than two (2) stories in height (a ground level floor and additional floor above ground) and, if desirable, a below level floor may also be constructed. No garage facility constructed on the property specifically designated as the "main beach parking lot" shall be closer to the beach than one hundred ten (110) feet west of Ocean Way (N.E. 21st Avenue). Any garage facility must not be developed in excess of a maximum floor area ratio of 1.0 and a maximum lot coverage percent of fifty (50) percent, and all side and rear setbacks as existed on May 1, 2002 under the Deerfield Beach Land Use Regulations (except that the setback on the western portion of the property shall be at least twenty (20) feet), and all as calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on May 1, 2002.~~

~~(3) The parking space on this property shall be of a size of at least ten (10) feet (width) by twenty (20) feet (length).~~

~~(4) The city shall be allowed to place fire, rescue, police, public safety, public restroom facilities and shower facilities on the property.~~

~~(5) Other than vending machines, there shall be no other significant commercial use (using this property occasionally for special municipal sponsored or affiliated events such as Founder's Day is not considered a significant commercial use. Significant commercial use is described for purposes of this section as use of the property for commercial purposes for more than fifteen (15) days per annum).~~

~~(6) Subordinate to the parking, a portion of said property may also be used for public non-commercial purposes, which include, but are not limited to a bandshell.~~

~~(7) The parking on this property cannot be used in any manner, either directly or indirectly, for technical parking deviations for other properties or to in any way lessen or decrease the off-street parking requirements of any other properties.~~

~~(b) The city owned real property that is subject to this section and described as "designated main beach parking areas" is described as being in Deerfield Beach, Broward County, Florida as follows:~~

~~(1) "Main beach parking lot": Deerfield Beach Plat Book 4, Page 4, Lot 1, 2, 22, BLK 11; Deerfield Beach Plat Book 4, Page 4, Lot 3, 4, 5, 6 BLK 11; Deerfield Beach Plat Book 4, Page 4, Lot 7, 8, 9 E 30 BLK 11; Deerfield Beach Plat Book 4, Lot 9 less E 30, 10 BLK 11;~~

~~Deerfield Beach Plat Book 4, Page 4, Lot 11 BLK 11; Deerfield Beach Plat Book 4, Page 4, Lot 17, 18 BLK 11; Deerfield Beach Plat Book 4, Page 4, Lot 19, 20, 21 BLK 11;~~

~~(2) Property where current fire station and parking area behind fire station: Deerfield Beach Plat Book 4, Page 4, Lot 4 to 7 BLK 10; Deerfield Beach Plat Book 4, Page 4, Lot 8, 9, 10 less W 10 BLK 10; Deerfield Beach Plat Book 4, Page 4, Lot 19, 20 BLK 10.~~

~~(3) NE First Street: To extent that it is contiguous to city owned property.~~

~~(4) "Conrad House property": Lots 19 and 20, Block 10, Deerfield Beach, according to the plat thereof, as recorded in Plat Book 4, Page 4 of the Public Records of Broward County, Florida.~~

~~(5) Property deceded by South Florida Beach Properties, LLC: Lot 11, Block 11, Deerfield Beach, according to the plat thereof, as recorded in Plat Book 4, Page 4 of the Public Records of Broward County, Florida.~~

\*\*\*

**Section 3. Election Called.** That a referendum election is hereby called, to be held on Tuesday, the 3<sup>rd</sup> day of November 2026, in conjunction with the statewide general election, to present to the qualified electors of the City of Deerfield Beach the ballot questions provided in Section 4 of this Ordinance.

**Section 4. Form of Ballot.** That the form of ballot for the Charter amendments provided for in Section 2 of this Ordinance shall be substantially as follows:

**Ballot Questions:**

**A. Clarification and Update of City Charter.**

Shall the City Charter be amended for style, clarity and consistency, along with amendments removing outdated provisions, and amendments updating the Charter to conform with State law provisions?

Yes [    ]

No [    ]

**B. Description of City Corporate Limits Update.**

The Charter includes a lengthy and outdated legal description of the corporate limits of the City. Shall the Charter be amended to replace the legal description with a map generally depicting the City's present official corporate limits, and provide that the official map of the corporate limits of the City shall be maintained by the office of the City Clerk?

Yes [    ]

No [ ]

**C. Two Year Residency Requirement for Candidates for Mayor or City Commissioner.**

The City Charter requires candidates for Mayor to have resided continuously in the City, and candidates for Commissioner to have resided continuously in their qualifying District, for six months immediately before qualifying. Shall the Charter be amended to instead require two years of continuous residency in the City immediately before qualifying for candidates for Mayor, and two years of continuous residency in the qualifying District for Commissioner candidates, except where non-residency results solely from redistricting?

Yes [ ]

No [ ]

**D. Change Municipal Election Dates to November of Even-Numbered Years; Provide for Transition Terms.**

Shall the Charter be amended to change municipal elections from March of odd-numbered years to November of even-numbered years beginning November 2030, resulting in an approximately four month reduction to the terms of the Commissioners elected in the March 2027 and March 2029 elections, with Districts 1 and 2 terms ending November 2030 and the Mayor and Districts 3 and 4 terms ending November 2032, with all future terms remaining four years?

Yes [ ]

No [ ]

**E. Minimum Notice for Calling a Special City Commission Meeting.**

Shall the Charter be amended to require at least 12 hours' notice, instead of the six hours currently required, before a special Commission meeting may be held, with notice given to the Commission, City Manager, City Clerk, City Attorney, and the public?

Yes [ ]

No [ ]

**F. City Manager Residency Requirement.**

The Charter currently authorizes the City Commission to approve the City Manager residing outside of the City. Shall the Charter be amended to require future City Managers to reside within the City, or within 10 miles of the City limits, within 6 months of

appointment, and to continue to reside within the City, or within 10 miles of the City limits, thereafter?

Yes    [    ]

No     [    ]

**G. Removal of Referendum Election Requirement for the Sale, Transfer, or Lease of City-Owned Property.**

The Charter requires voter approval at a referendum election in order for the City to sell, gift, trade, transfer or lease all or a portion of, or an interest in, city-owned real property with a fair market value in excess of \$750,000.00, with limited exceptions for a pier restaurant lease or contracts for pier and beach amenity rental operations. Shall the Charter be amended to remove this referendum election approval requirement from the Charter?

Yes    [    ]

No     [    ]

**H. Charter Review Board to Convene Every Seven Years.**

Shall the Charter be amended to require a Charter Review Board to be appointed by the City Commission in May 2032 and every seven years thereafter, with the Charter Review Board consisting of five regular voting members and five alternate members appointed by the City Commission to review the Charter and make non-binding recommendations to the Commission regarding amendments to the Charter.

Yes    [    ]

No     [    ]

**I. Replacement of Charter Section 11.01 Beach Development Restrictions with Maximum 65-Foot Height Restriction.**

Shall Charter Section 11.01 be amended to remove all Charter restrictions on development east of the Intracoastal Waterway, including height limits of 45 feet for commercial and 55 feet for multifamily zoned properties, floor area ratio, lot coverage, mixed use, accessory use, and restrictions prohibiting rezoning to commercial, and replacing them with a 65-foot maximum height limit for commercial and multifamily zoned properties, with all other development requirements governed by applicable land development regulations?

Yes    [    ]

No     [    ]

**J. Repeal of Charter Section 11.02 Main Beach Parking Area Use Restrictions**

Shall Charter Section 11.02, which limits the designated main beach parking area to parking, roadways, public safety and restroom facilities, and limited non-commercial uses; restricts any garage to two stories, maximum 50% lot coverage and a 1.0 floor area ratio, and setback restrictions; prohibits commercial use exceeding fifteen days annually; and prohibits use of parking to satisfy off-street parking requirements of other properties, be repealed, with future development governed by applicable land development regulations?

Yes    [    ]

No     [    ]

**Section 5.     Balloting.** That balloting shall be conducted pursuant to the laws of the State of Florida as applied by the Broward County Supervisor of Elections. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The City Clerk and the Broward County Supervisor of Elections are each hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Ordinance. Pursuant to Section 102.141, Florida Statutes, this election shall be canvassed by the City Clerk with assistance from the County Supervisor of Elections or as required by law.

**Section 6.     Notice of Election.** That notice of said referendum election shall be published in accordance with Section 100.342, Florida Statutes, at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election, and shall be in substantially the following form:

“NOTICE OF REFERENDUM ELECTION  
PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO ORDINANCE  
NO. \_\_\_\_\_ ADOPTED BY THE CITY COMMISSION OF THE CITY OF  
DEERFIELD BEACH, FLORIDA, AN ELECTION HAS BEEN CALLED AND  
ORDERED TO BE HELD WITHIN THE CITY ON TUESDAY, THE 3<sup>RD</sup> DAY  
OF NOVEMBER, 2026, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M.,  
AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT  
PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF  
THE CITY.

**Ballot Questions:**

**A. Clarification and Update of City Charter.**

Shall the City Charter be amended for style, clarity and consistency, along with amendments removing outdated provisions, and amendments updating the Charter to conform with State law provisions?

Yes    ☐    ☐

No     ☐    ☐

**B. Description of City Corporate Limits Update.**

The Charter includes a lengthy and outdated legal description of the corporate limits of the City. Shall the Charter be amended to replace the legal description with a map generally depicting the City's present official corporate limits, and provide that the official map of the corporate limits of the City shall be maintained by the office of the City Clerk?

Yes    ☐    ☐

No     ☐    ☐

**C. Two Year Residency Requirement for Candidates for Mayor or City Commissioner.**

The City Charter requires candidates for Mayor to have resided continuously in the City, and candidates for Commissioner to have resided continuously in their qualifying District, for six months immediately before qualifying. Shall the Charter be amended to instead require two years of continuous residency in the City immediately before qualifying for candidates for Mayor, and two years of continuous residency in the qualifying District for Commissioner candidates, except where non-residency results solely from redistricting?

Yes    ☐    ☐

No     ☐    ☐

**D. Change Municipal Election Dates to November of Even-Numbered Years; Provide for Transition Terms.**

Shall the Charter be amended to change municipal elections from March of odd-numbered years to November of even-numbered years beginning November 2030, resulting in an approximately four month reduction to the terms of the Commissioners elected in the March 2027 and March 2029 elections, with Districts 1 and 2 terms ending November 2030 and the Mayor and Districts 3 and 4 terms ending November 2032, with all future terms remaining four years?

Yes    ☐    ☐

No     [   ]

**E. Minimum Notice for Calling a Special City Commission Meeting.**

Shall the Charter be amended to require at least 12 hours' notice, instead of the six hours currently required, before a special Commission meeting may be held, with notice given to the Commission, City Manager, City Clerk, City Attorney, and the public?

Yes     [   ]

No     [   ]

**F. City Manager Residency Requirement**

The Charter currently authorizes the City Commission to approve the City Manager residing outside of the City. Shall the Charter be amended to require future City Managers to reside within the City, or within 10 miles of the City limits, within 6 months of appointment, and to continue to reside within the City, or within 10 miles of the City limits, thereafter?

Yes     [   ]

No     [   ]

**G. Removal of Referendum Election Requirement for the Sale, Transfer, or Lease of City-Owned Property**

The Charter requires voter approval at a referendum election in order for the City to sell, gift, trade, transfer or lease all or a portion of, or an interest in, city-owned real property with a fair market value in excess of \$750,000.00, with limited exceptions for a pier restaurant lease or contracts for pier and beach amenity rental operations. Shall the Charter be amended to remove this referendum election approval requirement from the Charter?

Yes     [   ]

No     [   ]

**H. Charter Review Board to Convene Every Seven Years**

Shall the Charter be amended to require a Charter Review Board to be appointed by the City Commission in May 2032 and every seven years thereafter, with the Charter Review Board consisting of five regular voting members and five alternate members appointed by the City Commission to review the Charter and make non-binding recommendations to the Commission regarding amendments to the Charter.



Yes [ ]

No [ ]

**I. Replacement of Charter Section 11.01 Beach Development Restrictions with Maximum 65-Foot Height Restriction.**

Shall Charter Section 11.01 be amended to remove all Charter restrictions on development east of the Intracoastal Waterway, including height limits of 45 feet for commercial and 55 feet for multifamily zoned properties, floor area ratio, lot coverage, mixed use, accessory use, and restrictions prohibiting rezoning to commercial, and replacing them with a 65-foot maximum height limit for commercial and multifamily zoned properties, with all other development requirements governed by applicable land development regulations?

Yes [ ]

No [ ]

**J. Repeal of Charter Section 11.02 Main Beach Parking Area Use Restrictions**

Shall Charter Section 11.02, which limits the designated main beach parking area to parking, roadways, public safety and restroom facilities, and limited non-commercial uses; restricts any garage to two stories, maximum 50% lot coverage and a 1.0 floor area ratio, and setback restrictions; prohibits commercial use exceeding fifteen days annually; and prohibits use of parking to satisfy off-street parking requirements of other properties, be repealed, with future development governed by applicable land development regulations?

Yes [ ]

No [ ]

**Polling place information and the full text of the proposed Charter Amendments as set forth in the enabling Ordinance are available at the office of the City Clerk located at 150 N.E. 2<sup>nd</sup> Avenue, Deerfield Beach, Florida 33441.**

\_\_\_\_\_  
City Clerk

**Section 7. Copies.** That copies of this Ordinance proposing the Charter Amendments are on file at the offices of the City Clerk located at 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and are available for public inspection during regular business hours.

**Section 8. Effectiveness.**

A. Each of the Charter Amendments provided for in Sections 2 and 4 above shall become effective only if the majority of the qualified electors voting on the specific Charter

Amendment vote for its adoption, and it shall be considered adopted and effective upon certification of the election results.

B. That the City Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised City Charter. Further, that in the event that some of the Charter Amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the City Attorney is authorized to reflect and implement such revisions of the Charter to the extent necessary to assure that each amendment adopted conforms to all remaining Charter provisions.

C. That following the adoption of the Charter Amendments, the City Clerk shall file the adopted Charter Amendments with the Florida Department of State.

**Section 9. Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the City Commission and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the City of Deerfield Beach, Florida, and that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

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

**Section 11. Application of Amendments.** That each of the Charter Amendments adopted by the electors shall be applied prospectively only.

**Section 12. Effective Date.** This Ordinance shall become effective immediately upon adoption.

PASSED 1ST READING ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

PASSED 2ND READING ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK



**City of Deerfield Beach  
African American Heritage Committee Meeting Minutes  
Tuesday, June 9, 2026  
Johnny L. Tigner Center | 445 SW 2<sup>nd</sup> Street**

**CALL TO ORDER/ROLL CALL**

Chair McMillon called the meeting to order on the above date at 6:07 p.m.

Present: Chair McMillon  
Vice Chair Mitchell  
Mr. Hill  
Ms. Ferreiro (alternate)

Absent: Ms. Ffolkes  
Ms. Rolle (alternate)

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

**Approval of May 14, 2026, Minutes**

MOTION was made by Vice Chair Mitchell, seconded by Ms. Ferreiro, to approve the minutes as submitted. The motion PASSED unanimously.

**COMMENTS FROM THE PUBLIC**

**Commissioner Preston**, expressed his enthusiasm for the upcoming Juneteenth event, as he believes the event has an opportunity to grow.

**NEW BUSINESS**

Chair McMillon encouraged the Board to research and educate themselves on Senate Bill 1134.

Thereafter, Vernon Neeley, Community Engagement & Special Events Coordinator, provided an overview of the upcoming events.

**JUNETEENTH DISCUSSION**

Chair McMillon commented on concerns the community has shared regarding the Juneteenth event, specifically the day it will be taking place.

After a brief discussion regarding similar frustrations, Chair McMillon encouraged the Board to promote the event and encourage the community to attend the festivities June 13<sup>th</sup>.

Thereafter, discussion amongst the members ensued regarding the event date, the requirements for securing a major musical act, and the associated budgetary needs and priorities.

After a brief discussion between members of the public and board members regarding concerns with city staff and the manner in which meetings and decisions are being conducted, Chair

McMillon requested that certain city staff attend the Board's next meeting to discuss the Juneteenth event and future event planning.

Thereafter, Mr. Neeley provided an overview of the run of show for both the large and small stages for the June 13<sup>th</sup> celebration.

Thereafter, discussion ensued among members of the public and board members regarding vendors, food trucks, radio advertising, marketing efforts, and budget line items.

MOTION was made by Ms. Ferreiro, seconded by Vice Chair Mitchell, to prepare a letter, based on the recommendation presented by Mr. Hill, thanking both scholarship donors for their contributions. Motion PASSED unanimously.

MOTION was made by Vice Chair Mitchell, seconded by Ms. Ferreiro, to conduct a Juneteenth event debriefing at the July 9<sup>th</sup> meeting and continue holding monthly board meetings from August through December without any scheduled meeting recesses. YEAS: Ms. Ferreiro, Mr. Hill, and Vice Chair Mitchell. NAYS: Chair McMillon. Motion PASSED 3-1.

### **BOARD MEMBER REPORTS**

Mr. Hill commented on the radio advertisements and stated that additional efforts could have been made to secure the advertising opportunities and radio interviews.

Thereafter, discussion ensued between board members and city staff regarding the event budgets and radio advertising arrangements.

In response to board member questions, city staff replied that the survey distributed at city events would also be made available during the Juneteenth celebration.

### **COMMENTS FROM THE ATTORNEY**

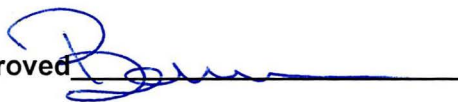
*None.*

### **NEXT MEETING**

Chair McMillon stated that the next meeting will be held on Thursday, July 9, 2026, at 6:30 p.m. at the Johnny L. Tigner Center.

### **ADJOURNMENT**

MOTION was made by Vice Chair Mitchell, seconded by Ms. Ferreiro, to adjourn the meeting at 8:18 p.m. The motion PASSED unanimously.

Minutes Approved  Date 7/9/2026

**COMMUNITY APPEARANCE BOARD  
MEETING MINUTES  
CITY OF DEERFIELD BEACH, FLORIDA  
June 24, 2026**

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 6:30 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Cummings.

**Roll Call:**

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

Also Present: Daniel Mantell, Planning and Zoning Manager  
Anthony Soroka, City Attorney  
Heather Montemayor, City Clerk

Absent: Christina Fink, Alternate  
James Giasullo, Jr., Alternate  
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. Leet made a motion, seconded by Mr. Hugentugler to approve the June 10, 2026 meeting minutes. The motion CARRIED by unanimous vote.

**NEW & DEFERRED ITEMS**

**#7248      Rivertowne Square  
1015-1219 South Federal Highway  
Major Site Plan**

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

Michael Rem, representing the applicant, stated that the property is located within the Coastal Community Architectural District and the Cove Overlay District. He explained that the existing Winn-Dixie will remain, but will undergo both interior and exterior renovations, while the remainder of the shopping center will be demolished in phases. The proposal includes a mixed-use building featuring approximately 24,000 square feet of new retail space and 736 dwelling units, with one-seventh of the units designated for households earning at or below 180% of the Area Median Income (AMI).

Brian Herbert, architect, explained that the parking garages are wrapped by residential units on three sides to screen them from view. The vehicular access will be provided from Federal Highway, with entry points

located through the parking garages. Thereafter, various photographs of the proposed property were displayed.

In response to Mr. Hugentugler's question, Mr. Herbert replied that Building A will be Phase 1.

In response to Mr. Mulheron's question, Mr. Herbert replied that parking garages are intended for use by residents and employees.

In response to Mr. Hugentugler's question, Mr. Rem replied that Tijuana Taxi will remain, while Buffalo Wild Wings is scheduled to vacate the property at the end of the month; nonetheless, the space will be reserved for another restaurant.

In response to Chair Cummings' questions, Mr. Rem replied that portions of the central courtyard will feature synthetic turf. Further, the Unique Care Academy will remain.

In response to board member questions, Mr. Rem replied that the applicant will be going through the Planned Development District (PDD) process.

Daniel Mantell, Planning and Zoning Manager, stated that, in addition to the rezoning application, the proposal will require approval of a master site plan and a plat note application.

In response to Mr. Hugentugler's question, Mr. Mantell replied that, although staff is still working through minor revisions, the proposed application meets all applicable requirements.

Mr. Hugentugler made a motion, seconded by Mr. Cherry to approve Item #7248 as submitted. The motion CARRIED by unanimous vote.

#### **Comments by Deerfield Beach City Attorney**

Mr. Mulheron - Anthony Soroka, City Attorney, wished Mr. Mulheron the best of luck as this will be his last meeting.

Chair Cummings wished Mr. Mulheron well and thanked him for his service.

#### **Comments by Deerfield Beach Planning and Development Services Department**

Mr. Mulheron - Daniel Mantell, Planning and Zoning Manager, wished Mr. Mulheron the best of luck as this will be his last meeting.

Next Meeting - Mr. Mantell stated that the next meeting will occur on July 8, 2026.

#### **Comments by the Board**

Approved Projects - In response to Mr. Hugentugler's question, Daniel Mantell, Planning and Zoning Manager, provided a brief update on various projects.

Mr. Cherry made a motion, seconded by Mr. Mulheron to adjourn the meeting at 6:59 p.m. The motion CARRIED by unanimous vote.

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Joseph Cummings, Chair  
Community Appearance Board



## Regular City Commission Meeting - August 4, 2026

**DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED** that the **Regular City Commission** meeting will be held on **Tuesday, August 4, 2026, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2<sup>nd</sup> 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 August 4, 2026, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2<sup>nd</sup> Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the August 4, 2026 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,** which now requires participants to authenticate before joining meetings. Please follow the steps below to ensure you can access the meeting without delay.

### **Before the Meeting**

- Ensure you have a Zoom account. **You can sign up for free.**
- Download or update the Zoom application at [www.zoom.us](http://www.zoom.us) if you do not already have it.

### **Joining the Meeting**

1. Click the Zoom meeting link provided below.
2. When prompted, **sign in to your Zoom account.**
3. If you are not already signed in, Zoom will redirect you to log in.
4. After signing in, you will automatically be admitted to the meeting.

- a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on August 4, 2026.

- i. Use the following link below to access the meeting via Zoom:  
<https://deerfield-beach.zoom.us/j/82888745753?pwd=16D4hIPBJCj7Z1UQ6j38PNjyDKund.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: 828 8874 5753#, Participant ID: #, Passcode: 750519#

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 August 4, 2026, 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](mailto: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](http://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. 2026-382

**Agenda Date:** 8/4/2026

**Status:** PUBLIC HEARINGS

**In Control:** City Commission

### Title

**P.H. 2026-061: Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the fiscal year 2026-2027 Community Development Block Grant ("CDBG") Annual Action Plan and projected use of \$735,662.00 in CDBG Funds; providing for implementation and an effective date.**

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

The City of Deerfield Beach has participated in the U.S. Department of Housing and Urban Development (HUD) entitlement allocation formula as a recipient of federal funds since 2000. The City is embarking on its second-year cycle to receive HUD FY 2025-2029 grant allocations. It will provide funds to promote affordable housing initiatives and socio-economic programs to address identified community development needs.

As a funding requirement, CDBG entitlement communities are required to develop a five-year Consolidated Plan to assess their affordable housing and community development needs and market conditions. On July 8, 2025, the City Commission adopted the five-year Consolidated Plan for Fiscal Years 2025-2029.

### Current Activity

In Fiscal Year 2026-2027, the City will receive \$735,662 in Community Development Block Grant (CDBG) funds. Below is a summary of the eligible projects the City will undertake during the fiscal year.

| Proposed Projects                |                                                                                                                                     | Amount       |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Public Facilities / Improvements | Provide public improvements to facilities that are publicly owned and open to the general public in low- and moderate-income areas. | \$210,494.40 |
| Home Repair Program              | Provides home repair assistance to qualified income-eligible homeowners in the City.                                                | \$294,634.00 |
| Senior Transportation            | Provides transportation services to seniors 62 years and older to and from multiple                                                 | \$35,000.00  |

|                             |                                                                                                                                                                             |                     |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
|                             | locations in the City, including the NE Focal Point Center, medical appointments, pharmacies, grocery and department stores, the post office, libraries, parks, beach, etc. |                     |
| Adult Day Care              | Provides services and activities for seniors with Alzheimer's disease and other cognitive disorders                                                                         | \$23,000.00         |
| Senior Health and Wellness  | Provides health and wellness services to seniors 62 years and older at the Senior Center                                                                                    | \$28,328.00         |
| Planning and Administration | Planning and Administration costs for the CDBG program.                                                                                                                     | \$144,205.60        |
| <b>Total</b>                |                                                                                                                                                                             | <b>\$735,662.00</b> |

#### Public Facilities/Improvements - \$210,494.40

Enhance essential public infrastructure in low- and moderate-income areas by investing in water and sewer improvements and other critical systems to ensure public health, safety, and neighborhood livability.

#### Home Repair - \$294,634.00

The City's Home Repair program is available to assist eligible owner-occupied residents in rehabilitating their existing homes through construction and/or installation of non-luxury, non-cosmetic structural, plumbing, electrical, and other general improvements that provide basic amenities. The home repair program is limited to low-to-moderate-income homeowners and is available on a first-qualified, first-served basis.

#### Senior Transportation - \$35,000.00

The Senior Transportation program is made available to persons 62 years and older who need transportation throughout the City. The bus service includes the following, Monday through Friday: to and from the NE Focal Point/Braithwaite Center for Active Aging, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries, post offices, local parks, beaches, and local restaurants.

#### Adult Day Care - \$23,000.00

The adult day care services provide physically, functionally limited, and/or cognitively impaired seniors 62 years old and older who reside in Deerfield Beach with supervision and supportive services to assist with their functional abilities and promote their independence for a minimum of two days per week.

#### Senior Health and Wellness Program - \$28,328.00

The program provides health support services to fulfill the physical, mental, and social needs of Deerfield Beach residents 62 years old and older. Preventive, health promotion, and wellness services, along with health screenings, educational lectures, and exercise programs, are provided to encourage and promote the health and well-being of seniors.

#### Planning and Administration - \$144,205.60

Cost associated with administering the CDBG program and preparation of the Annual Action Plan and

other required reports.

**Recommendation**

The eligibility of each project has been verified to ensure projects meet a national objective outlined by HUD and the goals and objectives identified in the proposed Consolidated Plan. Staff recommends the Commission's approval of the FY 2026/2027 Annual Action Plan. Staff is also seeking approval to transmit the Plan to the U.S. Department of Housing and Urban Development (HUD).

**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND ADOPTING THE FISCAL YEAR 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) ANNUAL ACTION PLAN AND PROJECTED USE OF \$735,662.00 IN CDBG FUNDS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Deerfield Beach (“City”) participates in the U.S. Department of Housing and Urban Development (“HUD”) entitlement allocation formula as a recipient of federal funds; and

**WHEREAS**, as an entitlement municipality, the City is required by HUD regulations to submit a one-year action plan annually as a requirement for the City to receive funds under the Community Development Block Grant program (“CDBG”); and

**WHEREAS**, the proposed action plan for Fiscal Year 2026-2027 describes the activities to be performed by the City and the amount of funding allocated for each activity all of which are consistent with the City’s five-year Consolidated Plan; and

**WHEREAS**, the City will receive an estimated allocation of CDBG funds for \$735,662.00 in Fiscal Year 2026-2027; and

**WHEREAS**, on August 3, 2026, the City’s Affordable Housing Advisory Committee (“AHAC”) met to review and evaluate the proposed one-year action plan along with the potential activities eligible for funding for Fiscal Year 2026-2027, and have forwarded a recommendation of approval to the City Commission; and

**WHEREAS**, staff recommends that the City Commission approve the Fiscal Year 2026-2027 CDBG Annual Action Plan, attached as Exhibit “A” (“Action Plan”).

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

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

**Section 2.** The City Commission hereby approves and adopts the Action Plan, attached as Exhibit “A,” and authorizes the appropriate City officials to submit the Action Plan, including all related assurances and certifications to HUD.

**Section 3.** The City Manager or designee is authorized to execute the Action Plan submission, all necessary certifications and funding agreements, and is designated to be the authorized representative to provide any additional information as may be required.

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

**Section 5.** The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK



# **City of Deerfield Beach FY 2026-2027 Annual Action Plan**

**Prepared by  
The City of Deerfield Beach  
Community Development Department  
325 NW 2<sup>nd</sup> Ave  
Deerfield, Beach FL 33441**

# Executive Summary

## AP-05 Executive Summary - 91.200(c), 91.220(b)

### 1. Introduction

The City of Deerfield Beach is located in northeast Broward County, Florida. Incorporated in 1925, the City is approximately 16.3 square miles and has an estimated population of 91,500 to 92,373, according to the projected 2026 U.S. Census. The City of Deerfield Beach, Florida, receives an annual entitlement allocation of Community Development Block Grant (CDBG) program funds from the U.S. Department of Housing and Urban Development (HUD). The CDBG Program provides annual grants on a formula basis to entitlement cities and urban counties to develop viable communities by providing safe, decent, and affordable housing; suitable living environments; and expanding economic opportunities, primarily for low- and moderate-income (LMI) persons.

To receive these funds, the City 2025-2029 Consolidated Plan and second-year PY 2025 Annual Action Plan (AAP) was submitted and approved as required by HUD. The Consolidated Plan serves as a planning document meeting the federal government statutory requirements in 24 CFR 91.200-91.230, for preparing a Consolidated Plan and guiding the use of CDBG funding based on applications to HUD. PY 2026 begins on October 1, 2026, and ends on September 30, 2027. It is the second program year of the Five-Year 2025-2029 Consolidated Plan, and the City anticipates it will receive \$735,662 for its CDBG program.

The City is a member of the Broward County HOME Consortium and receives HOME Investment Partnerships funds through the HOME Consortium. The HOME program is the largest federal block grant to state and local governments designed exclusively to create affordable housing for LMI households. The grant funds a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership, or providing direct rental assistance. Through an Intergovernmental Agreement (IGA), the City receives HOME Program funding on an annual basis. These funds are not programmed in this AAP as the City is not a direct recipient of HOME funds from HUD. In addition to CDBG funds, the City anticipates receiving \$608,581 in State Housing Initiative Partnership (SHIP) funds and approximately \$214,300 in indirect HOME Investment Partnership (HOME) funds through the Broward County Consortia for housing rehabilitation and purchase assistance programs.

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan, or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.



The City has developed its strategic plan based on an analysis of the data presented in the Needs Assessment, the Market Analysis of the Consolidated Plan, and the community participation and stakeholder consultation process. Through these efforts, the City has identified four (4) priority needs and associated goals to address these needs. Over the next 4 years, the City will continue to work to accomplish the following outcomes, which are listed by Priority Need.

**Priority Need: Public Facilities & Infrastructure**

**Goal - 1A Expand/Improve Public Facilities & Infrastructure**

Enhance essential public infrastructure in low- and moderate-income areas by investing in water and sewer improvements and other critical systems to ensure public health, safety, and neighborhood livability.

**Priority Need: Public Services**

**Goal - 2A Provide Services for LMI & Special Needs**

Deliver targeted public services that improve daily life for low- and moderate-income residents, especially seniors, through programs such as transportation assistance, health and wellness services, and adult day care.

**Priority Need: Affordable Housing**

**Goal - 3A Affordable Housing**

Preserve affordable housing through direct assistance to low- and moderate-income homeowners for necessary repairs and rehabilitation, including interior and exterior improvements that promote safety, habitability, and energy efficiency.

**Priority Need: Economic Development**

**Goal – 4A Economic Development**

Provide financial and technical assistance to support small businesses, microenterprises, and workforce development initiatives. Activities may include business façade improvements, microenterprise grants, commercial rehabilitation, and job training programs that benefit low- and moderate-income residents.

**Priority Need: Effective Program Management**

**Goal - 5A Effective Program Management**

Effective program management will include general administration of HUD grant programs, monitoring subrecipients, and keeping strict grant-based accounting. Comprehensive planning requirements will include the development of AAPs, an evaluation of the performance of the programs through annual reports, and meeting citizen participation requirements.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Deerfield Beach continues to build upon its success in utilizing HUD funding to address housing, infrastructure, and public service needs. Each year, the City prepares an AAP to outline planned investments and submits a Consolidated Annual Performance and Evaluation Report (CAPER) to account for the accomplishments and progress of the housing and community development activities and goals outlined in the Consolidated Plan and prior year Annual Action Plan. The City's FY 2025-2026 CAPER, will be submitted to HUD in December 2026, to include a detailed evaluation of the activities, goals, and objectives in the FY 2024-2025 Action Plan and the FY 2025-2029 Consolidated Plan.

The City of Deerfield Beach, in collaboration with public, private, and nonprofit housing providers and community development partners, has made meaningful progress in advancing housing and community development goals. Through these coordinated efforts, the City has expanded access to safe, decent, and affordable housing, invested in infrastructure improvements in low- and moderate-income neighborhoods, and delivered essential public services to its most vulnerable populations. While the City has achieved notable accomplishments, particularly in housing rehabilitation and senior services, ongoing challenges such as infrastructure needs, rising housing costs, and the absence of dedicated homelessness funding continue to impact progress. These issues are documented in the Consolidated Plan and are further reflected in the accomplishments and outcomes reported for Program Year 2025, summarized below:

### **Affordable Housing**

In Program Year 2025, the City of Deerfield Beach assisted nineteen (19) households with home repairs and provided purchase assistance to two (2) first-time homebuyers. These activities were funded through the respective programs and levels; CDBG (\$192,053.90), HOME (124,725.90), and SHIP (795,200.45), with four (4) of the twenty-one (21) total households assisted using CDBG funds. The City met its annual CDBG goals for both housing rehabilitation and homebuyer assistance. Based on cumulative progress to date, Deerfield Beach is on track to meet its five-year affordable housing targets.

### **Public Facilities and Infrastructure**

The City completed procurement for water and sewer improvement and completed its design phase of the Asbestos Pipe Replacement Project. Approximately \$320,764.00 in CDBG funds was expended on activities to replace existing transite transit water mains to improve infrastructure hardening and reduce exposure levels for staff and consumers. An additional \$121,233.84 was expended for the completion of the sidewalk project during quarter one (Q1). These projects support the City's long-term goals to improve public facilities in low- and moderate-income neighborhoods.

### **Public Services**

In Program Year 2025, CDBG-funded public service programs funded were beneficial.. The Health and Wellness Program held 22 education/training events, the Alzheimer's Adult Day Care program served

provided 14,507 hours of respite and adult care, and the Senior Transportation Program has served 507 persons, to date. These programs addressed the physical, mental, and daily living needs of older adults and contributed to progress toward the City's five-year public service goals.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from the citizen participation section of the plan.

The City has adopted its HUD-approved Citizen Participation Plan (CPP) as per 24 CFR 91.105, which sets forth the City's policies and procedures for citizen participation in the Consolidated Plan and second-year 2026 AAP. The CPP provides guidance for public notices for the various stages of Consolidated Plan development, public hearings, and the public review of the proposed plan. Details of the City's outreach efforts are provided below:

**PUBLIC INPUT MEETING:** A Public Input Meeting was held on Monday, May 4, 2026, at 7:00 PM during the Affordable Housing Advisory Committee meeting located at Johnny L. Tigner Center, 435 SW 2nd Street, Deerfield Beach, FL 33441.

**STAKEHOLDER CONSULTATION:** The City held multiple stakeholder consultation meetings with major stakeholders, including the Deerfield Beach Economic Development Department/Community Redevelopment Agency (CRA), the Parks & Recreation Dept, the Engineering Department, the Planning Department, and the Public Safety Department. Those meetings were held during April-June of 2026. For more information, see the PR-10 Consultation Table. Surveys were shared with Broward County Housing Authority and Deerfield Beach Housing Authority for marketing to participating families.

**PUBLIC COMMENT PERIOD:** The City held a Public Comment period from June 16, 2026, to July 19, 2026, to accept comments and feedback on the proposed 2026 Annual Action Plan (AAP). Written comments could be sent to the Housing & Community Affairs Manager at 325 NW 2nd Avenue, Deerfield Beach, Florida 33441 or emailed to [fmesidort@deerfieldbeachfl.gov](mailto:fmesidort@deerfieldbeachfl.gov).

**PUBLIC HEARING:** A Public Hearing was held on August 4, 2026, at 7:00 PM, during the City Commission Meeting in the City Commission Chambers of the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida 33441.

#### **COMMUNITY & STAKEHOLDER SURVEYS:**

Community Survey Link: The City made available a community survey online to gather public input on the housing and community development priority needs in the City of Deerfield Beach. The link to the survey can be found at: <https://www.surveymonkey.com/r/CDBG2026>

Stakeholder Survey Link: The City made available a stakeholder survey online to gather public input on the housing and community development priority needs in the City of Deerfield Beach. The link to the survey can be found at: <https://www.surveymonkey.com/r/CDBGSH2026>

A copy of the citizen participation plan can be reviewed on the City's [website](#).

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

STAKEHOLDER CONSULTATION: All comments provided within the comment period will be noted here.

PUBLIC COMMENT PERIOD: No public comments were submitted during the public comment period.

### COMMUNITY & STAKEHOLDER SURVEYS:

A total of xxx residents completed the Deerfield Beach Community & Fair Housing Survey. Respondents prioritized affordable housing rehabilitation, infrastructure improvements, and public services such as senior and youth programming as the City's top community needs. Many supported grant funding for home repairs, energy efficiency upgrades, sidewalks, parks, and services addressing homelessness, health, and childcare. A majority reported not experiencing housing discrimination, but some expressed concerns about affordability, gentrification, and fair access. Suggestions for future investments included workforce training, small business support, and expanded access to safe public spaces.

A total of xx stakeholders completed the Deerfield Beach Stakeholder Survey, representing a range of nonprofit, housing, education, and community-based organizations. Respondents identified affordable housing, job training, and public infrastructure improvements as top priorities for low- and moderate-income residents. Barriers to housing access included lack of affordability, down payment challenges, and limited availability of units. Some stakeholders noted concerns about fair housing discrimination, but the majority emphasized broader systemic issues like limited funding and economic opportunity as the primary challenges. Suggested improvements included land donations for affordable development, targeted small business support, and expanded services for seniors and youth.

All comments and views will be accepted at the public hearing and public comment period review process.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments or views were accepted at the public hearing and public comment period.

## **7. Summary**

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role        | Name             | Department/Agency                               |
|--------------------|------------------|-------------------------------------------------|
| CDBG Administrator | Ferline Mesidort | Community Services Dept/City of Deerfield Beach |

**Table 1 – Responsible Agencies**

### Narrative

The City of Deerfield Beach Community Services Department is the lead agency and is responsible for HUD entitlement grant CDBG. The Community Services Department is also responsible for the preparation of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance Evaluation Report (CAPER).

Deerfield Beach CDBG staff coordinates with Broward County (County) to assign Deerfield Beach's portion of HOME funds. The City Council approves these projects each year; the County administers the funds and is responsible for conducting the citizen participation requirements of the HOME grant.

During the preparation of the second year Annual Action Plan, the City solicited input from other governmental agencies as well as various public and private agencies providing housing, social services, and other city departments. The City will continue to form new partnerships with non-profit organizations, the private sector, and other local resources.

### Consolidated Plan Public Contact Information

Ferline Mesidort, Housing & Community Affairs Manager  
City of Deerfield Beach

325 NW 2nd Avenue  
Deerfield Beach, FL 33441  
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## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The City of Deerfield Beach conducts extensive outreach to local organizations, the public, and elected officials to solicit input for the drafting and development of the Program Year 2026 Annual Action Plan. This section discusses coordination between the City and its partners and lists the agencies and organizations that consulted and/or provided input in the development of the plan. The City conducted a stakeholder survey to gather input from local agencies and nonprofits. This feedback provided valuable insights into priority housing and community development needs, as well as funding priorities for the City. The following section highlights these relationships and the agencies and organizations consulted.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The City of Deerfield Beach enhances coordination between public and assisted housing providers, private entities, and governmental health, mental health, and service agencies to address the needs of low- and moderate-income residents. The City maintains strong partnerships with the Deerfield Beach Housing Authority and other community organizations to promote housing stability and expand access to critical support services.

The City's Community Services Department administers federal and state housing programs, including the Homeowner Rehabilitation Program and the Purchase Assistance Program, with funding from CDBG, SHIP, and HOME (as a member of the Broward County HOME Consortium). These programs support the preservation and creation of affordable housing for income-eligible households. Deerfield Beach also allocates CDBG funds to nonprofit and service organizations that assist seniors, persons with disabilities, and residents experiencing financial hardship.

In collaboration with Broward County's Continuum of Care (CoC), the City supports efforts to prevent and address homelessness. Deerfield Beach works with CoC partners to assess local needs, refer residents to available housing and supportive services, and participate in regional planning initiatives. Although the City does not receive Emergency Solutions Grant (ESG) funds directly, it coordinates with CoC agencies to connect residents to emergency housing resources and eviction prevention support. The City also supports the use of the regional Homeless Management Information System (HMIS), which tracks service outcomes, prevents duplication, and strengthens data-driven planning and coordination across agencies.

To help bridge the digital divide, the City partners with local organizations to improve digital access for income-eligible residents. Through the Northeast Focal Point Senior Center, the City offers technology access, digital literacy support, and internet connectivity for older adults. These services help ensure residents can access online resources, health care, and workforce tools.

Deerfield Beach collaborates with Broward County Emergency Management and participates in the Broward County Multi-Jurisdictional Local Mitigation Strategy to enhance emergency preparedness, hazard mitigation, and disaster response. The City also works with Broward County COAD (Community Organizations Active in Disaster) and other regional partners to coordinate post-disaster recovery efforts, protect critical infrastructure, and reduce risks from flooding and extreme weather.

To address long-term environmental resilience, the City supports flood mitigation and stormwater improvements in low- and moderate-income neighborhoods. In partnership with Broward County and the South Florida Water Management District, Deerfield Beach invests in infrastructure upgrades that promote public safety and climate resilience.

The City of Deerfield Beach continues to work with public, private, and nonprofit partners to expand housing options, improve infrastructure, and strengthen public service delivery. These coordinated efforts support a more resilient community that responds effectively to the evolving needs of its residents.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Deerfield Beach collaborates with Broward County's Continuum of Care (CoC) and regional stakeholders to address homelessness and housing instability. While the City does not directly administer ESG programs, it works closely with the Broward County Homeless Initiative Partnership, which leads CoC coordination efforts and oversees the Homeless Management Information System (HMIS) and the Coordinated Entry System.

Deerfield Beach supports regional homelessness initiatives by referring residents in need to CoC-partner agencies that offer emergency shelter, housing placement, and supportive services. Although the City does not provide direct homelessness services, it allocates CDBG funds to community-based organizations that serve vulnerable populations, including those at risk of homelessness. Through coordination with Broward County and nonprofit providers, the City helps connect residents to programs offering housing stabilization, eviction prevention, and case management.

The CoC's HMIS allows participating agencies to monitor client needs, track services, and evaluate outcomes. The Coordinated Entry System ensures that individuals and families are prioritized for assistance based on vulnerability and need, improving the efficiency of referrals to rapid rehousing, permanent supportive housing, and transitional housing programs. Deerfield Beach's collaboration with the CoC supports a unified, data-driven approach to reducing homelessness throughout the region.

Through ongoing engagement with the Homeless Initiative Partnership and community partners, the City remains committed to strengthening its role in the broader regional homelessness response. These



partnerships ensure that Deerfield Beach residents experiencing or at risk of homelessness have access to housing solutions and supportive services that promote long-term stability.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Deerfield Beach does not directly administer ESG funds or operate the Homeless Management Information System (HMIS). These programs are managed by Broward County as the ESG grantee and lead agency for the Continuum of Care (CoC). The County is responsible for setting goals and implementing activities that address the needs of individuals experiencing homelessness throughout the region, including Deerfield Beach. While the City does not provide direct homelessness services, it supports regional efforts through coordination, referrals, and funding to community-based organizations that serve at-risk populations.

**2. Agencies, groups, organizations and others who participated in the process and consultations**

**Table 2 – Agencies, groups, organizations that participated**

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 1 | <b>Agency/Group/Organization</b>                                                                                                                                   | Deerfield Beach Affordable Housing Advisory Committee                                                                                                                                                                                                                                                                                                                           |  |  |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Housing<br>Local (Civic Organization)                                                                                                                                                                                                                                                                                                                                           |  |  |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment                                                                                                                                                                                                                                                                                                                                                         |  |  |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Consulted with the Affordable Housing Advisory Committee regarding the City's housing and community development needs and priorities. The Board provided input towards the priorities and activities outlined in the Annual Action Plan.                                                                                                                                        |  |  |
| 2 | <b>Agency/Group/Organization</b>                                                                                                                                   | Deerfield Beach Housing Authority                                                                                                                                                                                                                                                                                                                                               |  |  |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Housing<br>PHA<br>Services<br>Services-Elderly<br>Services-Persons with Disabilities<br><br>-<br><br>Housing<br>Persons                                                                                                                                                                                                                                                         |  |  |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing<br>Non-Homeless<br>HOPWA Strategy<br><br>Need<br>Special<br><br>Assessment<br>Needs                                                                                                                                                                                                                                                                                     |  |  |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Consulted with staff at the Deerfield Beach Housing Authority about the City's housing and community development needs and priorities. Staff continues to manage the ongoing housing crisis that has impacted housing in the City of Deerfield Beach to include public housing. Staff recommended resources and strategies to increase the impact of federal and state funding. |  |  |

**Identify any Agency Types not consulted and provide rationale for not consulting**

No organizations were intentionally left out of the public participation process. All comments and views were accepted and welcomed.

#### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan      | Lead Organization                              | How do the goals of your Strategic Plan overlap with the goals of each plan?                                                                     |
|-------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Continuum of Care | Broward County Homeless Initiative Partnership | The City of Deerfield Beach is committed to preventing and ending homelessness. The goals of the CoC align with the goals of the Strategic Plan. |

Table 3 - Other local / regional / federal planning efforts

#### Narrative

## AP-12 Participation - 91.401, 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Deerfield Beach has adopted its HUD-approved Citizen Participation Plan (CPP) as per 24 CFR 91.105, which sets forth the City's policies and procedures for citizen participation in the second year of the 2026 AAP. The CPP provides details about the public notice requirements for all meetings and the various stages of Consolidated Plan development, public hearings before the citizens of the City and City Commission, accommodations for persons with disabilities, and the conduct of public review of draft documents. Adhering closely to the CPP, the City held a public comment period and public hearing. Details of these outreach efforts are provided in the table below.

#### Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach           | Summary of response/attendance                                                                                                                                                                                   | Summary of comments received                    | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------|---------------------|
| 1          | Public Meeting   | Non-targeted/broad community | There was a community meeting held on Monday, May 4, 2026, at 7:00 PM during the Affordable Housing Advisory Committee meeting located at Johnny L. Tigner Center, 435 SW 2nd Street, Deerfield Beach, FL 33441. | No comments were made at the community meeting. | N/A                                          |                     |

| Sort Order | Mode of Outreach | Target of Outreach           | Summary of response/attendance                                                                                                                                                                                                                                                               | Summary of comments received                                                                                                                                                                                 | Summary of comments not accepted and reasons | URL (If applicable)                                                                           |
|------------|------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------|
| 2          | Community Survey | Non-targeted/broad community | The City held a community survey online to gather public input on the housing and community development priority needs in the City of Deerfield Beach. The link to the survey can be found at: <a href="https://www.surveymonkey.com/r/CDBG2026">https://www.surveymonkey.com/r/CDBG2026</a> | xxx residents completed the survey. Top priorities identified:<br>Affordable housing rehabilitation, Infrastructure improvements (e.g., sidewalks, parks), Public services, especially for seniors and youth | All comments were accepted.                  | <a href="https://www.surveymonkey.com/r/CDBG2026">https://www.surveymonkey.com/r/CDBG2026</a> |

| Sort Order | Mode of Outreach   | Target of Outreach                      | Summary of response/attendance                                                                                                                                                                                                                                                                     | Summary of comments received                                                                                                                                                                                                  | Summary of comments not accepted and reasons | URL (If applicable)                                                                               |
|------------|--------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------|
| 3          | Stakeholder Survey | Non-targeted/broad community Nonprofits | The City held a stakeholder survey online to gather public input on the housing and community development priority needs in the City of Deerfield Beach. The link to the survey can be found at: <a href="https://www.surveymonkey.com/r/CDBGSH2026">https://www.surveymonkey.com/r/CDBGSH2026</a> | xx stakeholders responded, representing nonprofit, housing, education, and community organizations. Top priorities identified: Affordable housing, Job training and workforce development, Public infrastructure improvements | See link                                     | <a href="https://www.surveymonkey.com/r/CDBGSH2026">https://www.surveymonkey.com/r/CDBGSH2026</a> |

| Sort Order | Mode of Outreach | Target of Outreach           | Summary of response/attendance                                                                                                                                                                                                                                                                                                               | Summary of comments received                                                    | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| 4          | Public Comment   | Non-targeted/broad community | The City will hold a public comment period from June 20, 2026, to July 19, 2026, to accept comments and feedback on the proposed PY 26 AAP. Written comments can be sent to the Housing & Community Affairs Manager of Community Services at 325 NW 2nd Avenue, Deerfield Beach, Florida 33441 or emailed to fmesidort@deerfieldbeachfl.gov. | A summary of comments will be provided after the comment period, if applicable. | All comments will be accepted.               |                     |

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

The City of Deerfield Beach receives annual federal funding from the U.S. Department of Housing and Urban Development (HUD) as an entitlement community through the Community Development Block Grant (CDBG) Program. These grant funds support activities that preserve affordable housing, improve public facilities and infrastructure, and provide vital supportive services activities. PY 2026 is the second program year of the Five-Year 2025-2029 Consolidated Plan, and the City anticipates it will receive \$735,662 for its CDBG program.

The City also receives HUD HOME funding as a member of the Broward County HOME Consortium (HOME Consortium). The HOME Consortium is a legal entity created through an intergovernmental agreement between Broward County and the members cities of the Consortium, which includes Deerfield Beach. Each HOME Consortium member receives an agreed share of funds and uses them to meet the needs of their community. The County's Five-Year Consolidated Plan and Annual Action Plans also include the housing needs and activities of Deerfield. These funds are not listed in the table below as the City is not a direct recipient of HOME funds from HUD. The City also receives other nonfederal funding resources, including funding from the State of Florida via the State Housing Initiatives Partnership (SHIP) Program. SHIP funds are allocated to housing in accordance with the adopted Local Housing Assistance Plan (LHAP) adopted by the City Commission.

However, in addition to CDBG funds, the City anticipates receiving \$608,581 in State Housing Initiative Partnership (SHIP) funds and approximately \$214,300 in indirect HOME Investment Partnership (HOME) funds through the Broward County Consortia for housing rehabilitation and purchase



assistance programs.

### Anticipated Resources

| Program | Source of Funds  | Uses of Funds                                                                                   | Expected Amount Available Year 1 |                    |                          |            | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                               |
|---------|------------------|-------------------------------------------------------------------------------------------------|----------------------------------|--------------------|--------------------------|------------|---------------------------------------------------|---------------------------------------------------------------------|
|         |                  |                                                                                                 | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$  |                                                   |                                                                     |
| CDBG    | public - federal | Acquisition and Admin Planning Economic Development Housing Public Improvements Public Services | 735,662.00                       | 0.00               | 0.00                     | 735,662.00 | 0.00                                              | PY 2026 is the second program year of the ConPlan.                  |
| Other   | public - federal | Housing                                                                                         | 214,300.00                       | 0.00               | 0.00                     | 214,300.00 | 0.00                                              | Broward County HOME Consortium member estimated FY 26/27 allocation |
| Other   | public - state   | Housing                                                                                         | 608,581.00                       | 0.00               | 0.00                     | 608,581.00 | 0.00                                              | Florida SHIP grantee estimated FY 26/27 allocation                  |

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

CDBG funds do not require a match, however the City encourages subrecipient grantees to leverage Federal funds for additional resources for their programs. The City does not anticipate generating any program income, however prior year resources may become available upon the fiscal

year end. These funds will be re-allocated through the City's annual planning process.

The City of Deerfield Beach is a recipient of annual funding from the State of Florida through the State Housing Initiatives Partnership Program (SHIP) to develop and preserve affordable housing in the Deerfield Beach community. With both federal and state SHIP funds, the City will implement affordable housing programs in Deerfield Beach. Federal funding is leveraged with state funding to increase the impact of activities benefiting residents in Deerfield Beach.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

All City-owned inventory has been mapped as part of the State's requirement that the City maintain a printed inventory of locally-owned land suitable for affordable housing. The parcels of land that the City owns are committed to public use, such as, parks, streets or landscape buffers, or lack the proper zoning. The City's inventory is available for public review on the City's website.

**Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

| Sort Order | Goal Name                                     | Start Year | End Year | Category                          | Geographic Area           | Needs Addressed                    | Funding            | Goal Outcome Indicator                                                                                              |
|------------|-----------------------------------------------|------------|----------|-----------------------------------|---------------------------|------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------|
| 1          | 1A Improve Public Facilities & Infrastructure | 2025       | 2029     | Non-Housing Community Development | Citywide Low/Mod Eligible | Public Facilities & Infrastructure | CDBG: \$210,494.00 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 20000 Persons Assisted |
| 2          | 2A Public Services for LMI & Special Needs    | 2025       | 2029     | Non-Housing Community Development | Citywide Low/Mod Eligible | Public Services                    | CDBG: \$86,328.00  | Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted                      |
| 3          | 3A Affordable Housing                         | 2025       | 2029     | Affordable Housing                | Citywide Low/Mod Eligible | Affordable Housing                 | CDBG: \$289,730.40 | Homeowner Housing Rehabilitated: 3 Household Housing Units                                                          |
| 4          | 5A Planning & Administration                  | 2025       | 2029     | Non-Housing Community Development | Citywide Low/Mod Eligible | Planning & Administration          | CDBG: \$144,205.60 | Other: 1 Other                                                                                                      |

Table 6 – Goals Summary

## Goal Descriptions

|   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Goal Name</b>        | 1A Improve Public Facilities & Infrastructure                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>Goal Description</b> | Expand public facilities and infrastructure through development activities for low- to moderate-income individuals and households in low/moderate-income areas. Activities can include adding ADA compliance for curb ramps and sidewalks, roadway expansion projects, neighborhood facilities and community centers, and park improvements.                                                                                                  |
| 2 | <b>Goal Name</b>        | 2A Public Services for LMI & Special Needs                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>Goal Description</b> | Provide supportive services for LMI persons and special needs populations, such as youth services, senior services, services for persons with a disability, and homeless services.                                                                                                                                                                                                                                                            |
| 3 | <b>Goal Name</b>        | 3A Affordable Housing                                                                                                                                                                                                                                                                                                                                                                                                                         |
|   | <b>Goal Description</b> | Provide for homebuyer opportunities and owner-occupied housing rehabilitation in the City. These activities will benefit eligible low- to moderate-income households. Provide for homebuyer opportunities to increase the availability of affordable housing, and owner-occupied housing rehabilitation in the City to preserve existing affordable housing stock. These activities will benefit eligible low- to moderate-income households. |
| 4 | <b>Goal Name</b>        | 5A Planning & Administration                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | <b>Goal Description</b> | Effective program management of the CDBG grant program will ensure compliance with grant regulations and that the program activities meet their established objectives. Planning will involve the development of annual action plans, reports and citizen participation requirements.                                                                                                                                                         |

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

The Fiscal Year 2026-2027 Annual Action Plan is the second program year plan under the City's Fiscal Year 2025-2029 Consolidated Plan. The projects and activities which are recommended for funding in Fiscal Year 2026-2027 are in alignment with the priorities of the Consolidated Plan.

| # | Project Name |
|---|--------------|
|   |              |

**Table 7 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The City of Deerfield Beach has identified five (5) priority needs that will be funded in the Consolidated Plan. Four of these priorities will be funded in PY 2026 and are described at length. The development and preservation of affordable housing was identified as one of the highest needs in the City. This need will be addressed through homeowner housing rehabilitation and homebuyer opportunity activities. Public services are a priority, however there is a grant cap of 15% allowed for funding public service activities. Eligible persons must be LMI, and activities will focus on providing services for youth, the elderly, and individuals and families at-risk of homelessness. Public Infrastructure & Facilities Improvements are a priority. Eligible project proposals that benefit Low/Mod income areas in the City such as streets, sidewalks, parks and community centers will be considered for funding.

The City plans to fund Economic Development activities in future years of the ConPlan period. The major obstacle that Deerfield Beach faces is the general lack of funds to address all priority needs in each annual plan, and due to funding limitations not all needs can be addressed in each year of the five-year plan. The City will continue to explore additional funding opportunities through leveraging the resources it currently has.

## AP-38 Project Summary

### Project Summary Information

| Project Name | Target Area | Goals Supported | Needs Addressed | Funding | Description | Target Date | Estimate the number and type of families that will benefit from the proposed activities | Location Description | Planned Activities |
|--------------|-------------|-----------------|-----------------|---------|-------------|-------------|-----------------------------------------------------------------------------------------|----------------------|--------------------|
|              |             |                 |                 |         |             |             |                                                                                         |                      |                    |
|              |             |                 |                 |         |             |             |                                                                                         |                      |                    |

## **AP-50 Geographic Distribution - 91.420, 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City of Deerfield Beach is located in northeastern Broward County, Florida. According to the U.S. Census, the City's population is approximately 93,000. The median household income in the City is \$59,730, according to the U.S. Census American Community Survey (ACS) 2017-2021 and the percent of persons in poverty is 15.1%.

The public infrastructure and public service activities outlined in the Fiscal Year 2026-2027 Annual Action Plan are designed to serve low- and moderate-income persons citywide. The public infrastructure project, which involves facilities improvements, will benefit areas in the City where at least 51% of the residents are low- and moderate-income persons.

The attached CDBG Target Area Map shows Census Block Groups citywide and outlines areas in the City with 51% and greater low- and moderate-income residents.

### **Geographic Distribution**

| <b>Target Area</b>        | <b>Percentage of Funds</b> |
|---------------------------|----------------------------|
| Citywide Low/Mod Eligible | 100                        |

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

The City has allocated an estimated 28% of its CDBG funding to improve sidewalks in low-and-moderate income neighborhoods. The remaining 72% of CDBG funding will benefit low-and moderate-income persons citywide, of which 40% supports the preservation of affordable housing and a suitable living environment for low- and moderate-income persons; and 12% will promote accessibility and health and wellness for the senior population.

### **Discussion**

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## **AP-75 Barriers to affordable housing -91.420, 91.220(j)**

### **Introduction**

The City of Deerfield Beach housing market poses significant barriers to affordable housing. Housing costs in Deerfield Beach has continued to escalate. Like much of America, the City has been experiencing a housing crisis due to a dramatic increase in the cost of homes, scarce buildable land, construction materials, labor, gas, etc. Additionally, about 65-70 percent of the housing inventory in Deerfield Beach is more than 40 years of age, according to the U.S. Census. The age of housing stock presents the challenge of maintaining quality housing so that inventory does not shrink as units fall into disrepair.

Housing conditions are an important aspect of the Deerfield Beach community quality of life, particularly for low- and moderate-income residents, of which the City has a relatively high LMI percentage. Considering rising housing costs and the age of existing housing stock, the City is committed to producing and preserving affordable housing in Deerfield Beach.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The Housing Element of the City's Comprehensive Plan provides guidance to develop appropriate plans and policies to meet identified or projected deficits in the supply of housing for moderate income, low income, and very low-income households, group homes, foster care facilities, and households with special housing needs, including rural and farm worker housing. The related goals and objectives listed in the Housing Element of the Comprehensive Plan include the following:

GOAL HS 1.0: Provide sufficient quantity of safe and adequate housing which is affordable to all income groups in Deerfield Beach.

Objective HS 1.1: Provide for adequate and affordable housing for the existing population, anticipated population growth, and households with special housing needs.

Objective HS 1.2: Continue to employ existing housing implementation programs and revise existing and formulate new housing implementation programs when the City determines such programs will better provide for adequate and affordable housing in compliance with State and Federal relocation housing regulations.

Objective HS 1.3: Assist in the elimination of substandard housing conditions, and for the structural and aesthetic improvement of existing housing while guiding the conservation, rehabilitation or demolition of housing as needed.

Objective HS 1.5: Provide adequate housing sites and distribution of housing for workforce, moderate, low, and very low-income households.

## **Discussion**

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## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

This section details the City of Deerfield Beach's planned actions to foster quality, affordable housing, mitigate lead-based paint hazards, and reduce poverty through coordinated community services. Furthermore, the City champions fair housing campaigns to guarantee residents access to a broad spectrum of housing choices.

### **Actions planned to address obstacles to meeting underserved needs**

The City of Deerfield Beach is committed to identifying opportunities to produce and preserve affordable housing, improve housing conditions and expand economic opportunities for its low- and moderate-income population. The City shall keep apprised of and shall consider implementation of all federal, state, and local housing subsidy programs in which the City is eligible to participate. The City shall also increase marketing efforts through targeted promotion and creative campaigns to increase public awareness of the affordable housing programs designed to serve low- and moderate-income persons.

### **Actions planned to foster and maintain affordable housing**

The City intends to foster and maintain affordable housing in the City with the support of federal and state resources and coordinated efforts with public and private agencies and organizations. Public and private efforts will include coordination with private developers, especially those providing low- and moderate-income housing; Community Housing Development Organization; the Deerfield Beach Housing Authority; the Broward County Housing Authority; the Broward County Housing and Community Development Division; and the Broward Housing Partnership.

The City has also established an Affordable Housing Advisory Committee that reviews the City's established policies, ordinances, land development regulations and comprehensive plan and recommends specific actions or initiatives to encourage or facilitate affordable housing in Deerfield Beach.

### **Actions planned to reduce lead-based paint hazards**

The City will continue to ensure that its affordable housing programs and projects comply with lead paint regulations. All appropriate lead hazard disclosures, brochures and testing will be communicated, distributed and performed, respectively, in compliance with Federal regulations for homes built prior to 1978. If abatement is required, specifications by a certified lead contractor will be incorporated into the housing activity/project work write-up. These actions will prevent lead poisoning and hazards in the

community.

### **Actions planned to reduce the number of poverty-level families**

The poverty rate in Deerfield Beach is 15.1 percent, according to the U.S. Census. The City will continue to prioritize federal and state funding for affordable housing programs and activities and economic development opportunities. Grant management is centralized in the City of Deerfield Beach Community Services Department. The Community Services Department will continue to work closely with the City's Economic Development Department to identify, provide and fund initiatives that promote job readiness and career opportunities for low- and moderate-income persons and economic expansion in the City of Deerfield Beach. The City also collaborates with the Broward County Continuum of Care, Deerfield Beach Housing Authority and other Broward County agencies to support projects and programs designed to reduce poverty in the City.

### **Actions planned to develop institutional structure**

The City of Deerfield Beach Community Services Department oversees the administration of entitlement and competitive grants citywide, pre- and post-award. This centralized structure enables the City to strengthen relationships with departments within the City and foster collaboration with residents, public and private agencies, organizations and grant funders to aid in identifying housing and community development needs, and opportunities to leverage federal, state and local resources to provide decent housing, a suitable living environment and expand economic opportunities for low- and moderate-income persons in the City.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City of Deerfield Beach housing stock has historically been constructed by the private sector. As such, the City is committed to strengthening relationships with public and private housing and social service agencies. The City relies on partnering agencies like Deerfield Beach Public Housing Authority and utilizes their network of social service agencies to increase the impact of the City's affordable housing and public service programs, projects and activities. The City participates in interagency committees created to coordinate public, private and community-based efforts to expand affordable housing and economic development initiatives. Staff in the Community Services Department will continue attending affordable housing workshops to keep abreast of initiatives and regulations, identify best practices that can be implemented in the City and build on existing public and private collaborations to better serve the Deerfield Beach community.

### **Discussion**

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|                                                                                                                                                                                                |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed                                            | 0        |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0        |
| 3. The amount of surplus funds from urban renewal settlements                                                                                                                                  | 0        |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan                                                   | 0        |
| 5. The amount of income from float-funded activities                                                                                                                                           | 0        |
| <b>Total Program Income:</b>                                                                                                                                                                   | <b>0</b> |

#### Other CDBG Requirements

|                                                                                                                                                                                                                                                                                                                                                                                                   |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. The amount of urgent need activities                                                                                                                                                                                                                                                                                                                                                           | 0       |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

## **Discussion**

One hundred percent (100%) of the CDBG funds will be used to serve very-low to moderate-income individuals/households.



# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-378

**Agenda Date:** 8/4/2026

**Status:** PUBLIC HEARINGS –  
SECOND READING

**In Control:** City Commission

### Title

**P.H. 2026-072: ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," SECTIONS 98-10, 98-12, 98-14, 98-15 AND 98-17 OF THE CITY'S LAND DEVELOPMENT CODE TO PROVIDE FOR ADMINISTRATIVE APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071, FLORIDA STATUTES; AMENDING CHAPTER 14, "BUILDING AND BUILDING REGULATIONS," SECTION 14-69 "PLAT BOOK" AND SECTION 14-72 "DEVELOPMENT PLATS TO CONTAIN STREET NAMES," AND AMENDING CHAPTER 22 "CEMETERIES," SECTION 22-2 "BURIAL PROHIBITED EXCEPT IN DULY DESIGNATED OR PLATTED CEMETERIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH THE ADMINISTRATIVE PLAT APPROVAL PROCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, 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

On June 20, 2025, the Florida Legislature passed Senate Bill 784, which amends Section 177.071 and 17.111 of the Florida Statutes regarding plats. The law was intended to potentially shorten timeframes and carry costs for new development. The law went into effect July 1, 2025, and, among other things, requires a plat or replat submitted under Chapter 177 "to be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of Section 177.091, Florida Statutes". Section 177.071(1), Florida Statutes, requires the governing body to designate, by resolution or ordinance, an administrative authority for the processing of a plat or replat submittal, including designating an administrative official (city manager, assistant city manager, or high-ranking department or division) who is responsible for approving, approving with conditions, or denying the plat or replant submittal. Section 177.071(1)(5), Florida Statutes, provides that if this law is inconsistent with any county charter, the County Charter will prevail. Although Broward County is a Charter County, the County does not require municipal approval of plats, they are considering County administrative approval of plats, and other cities within Broward County are doing the same and implementing administrative procedures. The City of Deerfield Beach is also desirous of implementing an administrative procedure in accordance with the recently amended law.

The proposed amendment designates the Planning & Development Services Department as the administrative authority, and the administrative official as the Director of Planning & Development Services. The Planning & Development Services Department already processes plats and already has an administrative approval process within the Land Development Code, known as the "minor site

plan procedure." Therefore, the proposed amendment essentially changes the processing of plats and replats from a "major site plan procedure" to a "minor site plan procedure" with administrative approval. Other sections of the Land Development Code, which refer to a plat approval by the City Commission, were also amended. Major site plan applications, technical deviations, and variances that are part of site plans would still be required to obtain approval from the City Commission (governing body).

On June 4, 2026, the item was heard and recommended for approval by the Planning and Zoning Board.



**ORDINANCE NO. 2026/**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS”, SECTIONS 98-10, 98-12, 98-14, 98-15- AND 98-17 OF THE CITY’S LAND DEVELOPMENT CODE TO PROVIDE FOR ADMINISTRATIVE APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071, FLORIDA STATUTES; AMENDING CHAPTER 14, “BUILDING AND BUILDING REGULATIONS”, SECTION 14-69 “PLAT BOOK” AND SECTION 14-72 “DEVELOPMENT PLATS TO CONTAIN STREET NAMES,” AND AMENDING CHAPTER 22 “CEMETERIES”, SECTION 22-2 “BURIAL PROHIBITED EXCEPT IN DULY DESIGNATED OR PLATTED CEMETERIES” OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH THE ADMINISTRATIVE PLAT APPROVAL PROCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE**

**WHEREAS**, the Florida Legislature enacted Senate Bill 784, which amended Sections 177.071 and 17.111, Florida Statutes, regarding plats, and requires a plat or replat submitted under Chapter 177 “to be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of Section 177.091, Florida Statutes”, and

**WHEREAS**, Section 177.071(1), Florida Statutes, requires the governing body to designate, by resolution or ordinance, an administrative authority for the processing of a plat or replat submittal, including designating an administrative official who is responsible for approving, approving with conditions, or denying the plat; and

**WHEREAS**, the City desires to designate the Planning & Development Services Department as the administrative authority, and the administrative official as the Director of Planning & Development Services; and

**WHEREAS**, this Ordinance amends various sections of the City’s Land Development Code, along with Sections of the City Code, to establish and provide consistency with the administrative plat approval procedure required by state law; and

**WHEREAS**, the City Commission finds that this Ordinance is in the best interest of the City.

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

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

**Section 2.** Chapter 98, “Land Development Regulations” of the City’s Land Development Code is hereby amended to read as follows:<sup>1</sup>

## **Chapter 98. LAND DEVELOPMENT REGULATIONS**

### **Sec. 98-10. ~~{Site plan or plat to be compatible.}~~**

No site plan ~~or plat~~ shall be approved absent a finding by the city commission that the site plan is compatible as that term is defined herein.

\*\*\*

### **Sec. 98-12. Applications for development permits.**

- (a) *Application.* The DRC shall review and file a development review report on all applications for a development permit through the development review procedures set forth herein.
- (b) The following applications for development permits shall undergo major development review for the issuance of development permits:
  - ~~(1) Plats;~~
  - ~~(2) Land use plan amendments;~~
  - ~~(3) Amendments to the official zoning map and text amendments to the land development code;~~
  - ~~(4) Development plans consisting of at a minimum:~~
    - a. Construction of a new principal building; or
    - b. Modification to an approved development plan that will increase the building size by ten percent; or
    - c. Modification to an approved development plan that affects more than ten percent of the building square footage, or lot upon which the development is located; or
    - d. Modification to an approved development plan that will alter the use of the approved development plan, and/or significantly change the concept, intent or arrangement of the approved development plan; or
    - e. Modification to an existing development for which there is no site plan of record;

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<sup>1</sup> Additions to existing Land Development Code text are shown in underline. Deletions to existing Code text are shown in ~~strikethrough~~.

(54) Variances;

(65) Vacation and abandonment of public lands or utility and other platted easements;

(76) Technical deviations;

(87) Right-of-way variances;

(98) Conditional uses in conjunction with a site plan;

(109) Other developments may require major development review if the development possesses special physical or operational characteristics which may substantially affect or be detrimental to adjacent land uses and the adequacy of utility services. This determination shall be made by the director of planning and development services within seven working days of receipt of the application.

(c) All other applications for development permits, including plats, shall undergo minor development review.

\*\*\*

#### **Sec. 98-14. DRC major development review procedures.**

\*\*\*

(g) Referral of applications to the boards and city commission.

\*\*\*

(4) *City commission*. The city commission shall conduct a public, quasi-judicial proceeding, on all ~~plat~~, site plan, and variance requests and on all site specific rezonings; provided that all interested parties appearing may waive such a hearing on the record.

(5) *Development order*. The city commission may grant, deny, or require conditions of approval to grant the development order. Any conditions required or approved during the review process or by the city commission shall be included in the development order. The development order and stamped sets of approved plans shall be provided to the applicant upon approval of the city commission and receipt of the signed resolution. An order denying a development permit application shall set forth the grounds for the denial and any code section which forms the basis for the denial.

(h) The city commission shall conduct a public, quasi-judicial proceeding, on all ~~plat~~, site-plan, and variance requests and on all site specific rezonings; provided that all interested parties appearing may waive such a hearing on the record.

\*\*\*

#### **Sec. 98-15. DRC minor development review.**

Applications for minor development review, including plats, shall comply with the submission requirements set forth herein for all development plan applications to the extent applicable, but shall be subject to the following review procedures:

- (1) The submission requirements of section 98-13 for development plan review, and section 98-15(7)(a) below for plats or replats, shall be met as well as all substantive requirements of this Code; provided that the director of planning and development services may waive a requirement which that may be found to be inapplicable and unnecessary to the review of the application.
- (2) A development review report shall be issued which shall contain comments from members of the DRC, their determination as to compliance with this Code, a specific statement of concurrency compliance or noncompliance where applicable, and any requirements deemed necessary to achieve such compliance, including citing the specific code sections for plat reviews. Members shall forward the individual report to the planning and development services department. The planning and development services department shall compile comments into a written development plan report.
- (3) If any discipline of the DRC fails to approve the application, the reasons for denial shall be stated and the application shall be denied until such time as the reasons for denial set forth in the denial are satisfied and the application appropriately modified. Both the approval and denial of an application shall be in writing. A denial shall indicate the reasons for denial.
- (4) Expiration of application. An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity, abandonment, or failure to respond to requested corrections during the application process, unless extension has been requested by the applicant and approved by the director of planning and development services. A new application for development plan and applicable fees shall be submitted should the applicant wish to proceed with the project.
- (5) Referral of applications to community appearance board. Once staff has determined the proposed development plan complies with all applicable Code requirements pursuant to the provisions of sections 78-1 through 78-8, the application shall be presented to the community appearance board. Any decisions by the community appearance board are to be incorporated into the proposed development plan prior to, or in conjunction with, planning and zoning board and city commission review.
- (6) Development order. The director of planning and development services may grant, deny, or require conditions of approval to grant the development order. Any conditions required or approved during the review process or by the director shall be included in the development order. the development order and stamped sets of approved plans are provided to the applicant upon approval of the application. Stamped sets of approved plans are provided to the applicant upon approval of the application. An order denying a development permit application shall set forth the grounds for the denial and any code section, which forms the basis for the denial.

(7) Plats. All plats and replats shall require minor site plan review. The city shall evaluate the plat or replat for compliance with the city's applicable codes and ordinances, and conformance to the other requirements of this chapter. The following standards shall be utilized in the review and evaluation of plat or replat applications, which shall contain adequate information to permit such reviews.

(a) Submission Requirements. The following information is required to be submitted to the City's planning and development services department along with the application for minor site plan review of plats:

1. Application. A completed application pursuant to Code Section 98-13(b)(1);
2. Disclosure of Ownership. Disclosure of ownership pursuant to Code Section 98-13(b)(3);
3. Filing Fee. The applicable filing fee pursuant to Code Section 98-13(b)(4);
4. Authorization Letter. An agent authorization letter pursuant to Code Section 98-13(b)(6);
5. Boundary Survey. Five (5) copies with sheet format of 24 inches x 36 inches, one (1) copy with sheet format of 11 inches x 17 inches, and one electronic copy (provided electronically and digitally signed), of a current boundary survey (12 months or less which all pages are signed and sealed by a Florida registered surveyor, of the subject property containing the information required under Code Section 98-13(b)(8)(b);
6. Proposed Plat. Five (5) copies with sheet format of 24 inches x 36 inches and one (1) copy with sheet format of 11 inches x 17 inches and one electronic copy (provided electronically and digitally signed), of the proposed plat in accordance with the requirements of Article IX Division 3 of the Broward County Land Development Code;
7. Public School Impact Analysis. For residential plats and non-residential plats within 500 feet of a Broward County public school, subject to public school concurrency review, and pursuant to the City's Interlocal Agreement with the Broward County School District, a receipt from the school district showing that a Public School Impact Application (PSIA) has been accepted for the application; and
8. Proposed Plat Language. For plat notes, the applicant shall provide the proposed language of the plat note, which shall be pre-approved by the Broward County Urban Planning Division. For plat note amendments, the applicant shall provide the existing plat note language and the proposed language of the plat note amendment, which shall be pre-approved by the Broward County Urban Planning Division;
9. Flood Hazard Areas. If any portion of proposed subdivisions lies within a flood hazard area, provide documentation satisfying the requirements of city code Section 90-11(b).
10. Other information as determined reasonably necessary by the director of planning and development services, or designee, for compliance with Section 177.091, Fla. Stat.

(b) Within seven business days of submission of a plat or replat application to the planning & development services department, the department shall provide written notice to the applicant acknowledging receipt of the submittal and identifying any missing documents or information necessary to process the submittal. The written notice shall also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the

submittal. Once the application is determined by the department to be complete, the application shall be processed pursuant to Section 98-15 (2) and (3) above.

(c) The director of the planning and development services department shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe set forth in the written notice referenced in (b) above, unless the applicant requests an extension of time. If the submittal is approved or approved with conditions, the director of the planning & development services department shall issue a letter to the applicant for processing by the Broward County Urban Planning Division, and any conditions of approval shall be included in the letter. If the submittal is not administratively approved, the director shall provide written notice to the applicant that includes the reasons for declining to approve the submittal and identifies all areas of noncompliance with specific citations to each requirement the plat or replat submittal fails to meet.

(d) Upon approval of the plat by the Broward County, the applicant shall record the plat pursuant to Broward County recordation requirements. A copy of the recorded plat shall be provided to the department of planning and development services. A building permit may not be issued until the plat is recorded, unless authorization is granted in a tri-party agreement among the developer, the City of Deerfield Beach and Broward County in accordance with Article IX, Section 5-187(c) of the Broward County Land Development Code.

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#### **Sec. 98-17. Development permit requirements.**

The City of Deerfield Beach shall approve no ~~plat~~, site plan, or building permit until it has made the following determinations:

\*\*\*

(17) *Adequacy of schools.* The city shall not approve an application for a residential ~~plat, replat,~~ plat note amendment, findings of adequacy, or any residential site plan application that generates one or more students, (or is not exempt or vested from the requirements of public school concurrency), until the school board has reported that the school concurrency requirement has been satisfied, and the city has determined that the application is consistent with this Code and the city's Comprehensive Plan.

The city shall verify prior to issuing a building permit for a residential development that either the requirements of public school concurrency have been met or that the application is exempt or vested from public school concurrency.

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**Section 3.** Chapter 14 “Buildings and Building Regulations”, Section 14-69, “Plat book” and Section 14-72 “Development plats to contain street names” of the City Code of Ordinances are hereby amended to read as follows<sup>2</sup>:

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<sup>2</sup> Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in

## **Chapter 14. BUILDINGS AND BUILDING REGULATIONS**

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### **ARTICLE III. - NUMBERING OF BUILDINGS, ETC.**

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#### **Sec. 14-69. - Plat book.**

For the purpose of facilitating a correct numbering, a plat book, or geographical information system, of all streets, avenues and public ways within the city showing the proper house and building numbers of all properties shall be maintained and kept on file in by the office of the director of engineering and utilities. These plats shall be open to inspection by all persons during office hours.

\*\*\*

#### **Sec. 14-72. - Development plats to contain street names.**

Every development plat ~~to be submitted to the planning and zoning board for approval~~ shall show the proper names of any and all streets and these street designations shall be deemed approved by the ~~city commission~~ city at such time as the development plat is approved.

\*\*\*

**Section 4.** Chapter 22 “Cemeteries”, Section 22-2 “Burial prohibited except in duly designated or platted cemeteries” of the City Code of Ordinances is hereby amended to read as follows:

## **Chapter 22 – CEMETERIES**

### **ARTICLE I. - IN GENERAL**

\*\*\*

#### **Sec. 22-2. - Burial prohibited except in duly designated or platted cemeteries.**

It shall be unlawful for any person to bury the dead body of any human being within the corporate limits of the city, except in either one of the city cemeteries designated in this article, or in a platted cemetery. The plat for non-municipal cemeteries ~~must be approved by the city commission~~, shall show the size and situation of the cemetery, its subdivisions, and the methods used and intended to be used to designate plainly the location of burying lots or graves therein and shall be recorded in the public records of Broward County, Florida. A copy of the recorded plat shall be furnished to the city.

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~~strikethrough.~~

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**Section 5.** 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 6.** 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 7.** 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 8.** That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

PASSED 2ND READING ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
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. 2026-422

**Agenda Date:** 8/4/2026

**Status:** PUBLIC HEARINGS –  
SECOND READING

**In Control:** City Commission

### Title

**P.H. 2026-073: ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CERTAIN AMENDMENTS TO THE CITY CHARTER, SUBJECT TO VOTER APPROVAL; CALLING FOR A REFERENDUM ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON NOVEMBER 3, 2026; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

### Recommended Action

Commission to vote on Ordinance

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

Pursuant to Section 2-67 of the City Code, a Charter Review Board was appointed by the City Commission to review the City Charter and make recommendations to the City Commission for potential amendments to the City Charter. Pursuant to Section 2-68 of the City Code, the Board's recommendations are nonbinding and the City Commission shall have sole discretion to determine which proposed Charter amendments, if any, are placed on a ballot for a vote by the city electors, the final wording of any proposed amendments, and the timing of any election on proposed charter amendments.

The Charter Review Board conducted a comprehensive review of the City Charter, considered and discussed potential amendments to the Charter and heard public comment. Upon completion of its review, the Charter Review Board approved and forwarded a number of Charter amendment recommendations to the City Commission for consideration.

The City Commission subsequently discussed the Charter Review Board's recommendations and proposed Charter amendments during City Commission workshops held on July 2, 2026, July 6, 2026, and July 15, 2026, and heard public comments on proposed Charter amendments. Following Commission discussion at the workshops, the City Commission provided direction on the proposed Charter amendments that the Commission would consider putting forward for a vote at a referendum election.

### Current Activity

The enclosed Ordinance contains proposed Charter text amendments and proposed related ballot language based on the direction provided by the City Commission at the workshops. The Ordinance

calls for a referendum election on the proposed amendments to the City Charter to be held on November 3, 2026, provides for submission of the proposed Charter amendments to the City electors for approval or disapproval, and provides for related notice, balloting and procedural provisions and matters.

Pursuant to the requirements for amending the City Charter, an Ordinance shall be adopted following two readings. This item constitutes the second reading of the Ordinance. In accordance with the election timeline established by the Broward County Supervisor of Elections, the ballot language and all required election materials must be submitted to the Supervisor of Elections no later than 5:00 p.m. on August 18, 2026.

Upon adoption of the Ordinance, the proposed Charter amendments will be placed on the November 3, 2026 General Election ballot for consideration by the qualified electors of the City of Deerfield Beach. The proposed Charter amendments shall become effective only if the majority of the qualified electors voting on the specific Charter amendment vote for its adoption.

### **Recommendation**

Consideration.

## ORDINANCE NO. 2026/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CERTAIN AMENDMENTS TO THE CITY CHARTER, SUBJECT TO VOTER APPROVAL; CALLING FOR A REFERENDUM ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON NOVEMBER 3, 2026; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Deerfield Beach Charter Review Board has recommended that certain provisions of the City Charter be amended; and

**WHEREAS**, after considering the recommendation of the Charter Review Board, the City Commission wishes to submit to the City electors the proposed Charter Amendments set forth in this Ordinance.

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

**Section 1.**     **Recitals.** The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

**Section 2.**     **Charter Amendments.** Pursuant to Section 166.031, Florida Statutes, and upon voter approval as set forth herein, the City Charter of the City of Deerfield Beach, Florida, is amended as follows<sup>1</sup>:

\*\*\*

### **ARTICLE II. – CORPORATE LIMITS**

#### **Section 2.01 – Description of corporate limits.**

~~The following area shall constitute the corporate limits of the City of Deerfield Beach:~~

~~All that territory lying and situate in Broward County, Florida, as provided in the Laws of Florida, Chapter 59-1214, Special Acts, 1959; Chapter 61-2068, Special Acts, 1961; Chapter 70-647, Special Acts, 1970; Chapter 99-471, Laws of Florida; House Bill 1407, enacted 2004; House Bill 1695, 1697 and 1705, enacted 2000; House Bill 1089, enacted 1999; Ordinance~~

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<sup>1</sup>Proposed additions to existing Charter text are shown by underlining; proposed deletions from existing Charter text are shown by ~~strike through~~.

Number 1974/207 (original number 928) and Ordinance Number 1985/24, City of Deerfield Beach, additions thereto, and subsequent additions by ordinance, and Special Act to wit:

All lands lying within the following described territory, the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipal corporation shall exercise its jurisdiction and powers and which boundaries, as the same may be hereafter changed by law, shall be known as the "Corporate Limits" of the City of Deerfield Beach, to wit:

BEGINNING at the northeast corner of Broward County, Florida, being the intersection of the north boundary line of Broward County, Florida with the east boundary line of the State of Florida;

thence southerly along said east boundary line of the State of Florida to the north line of Section 8, Township 48 South, Range 43 East; thence westerly along said north line of Section 8 to the centerline of the existing Intracoastal Waterway (Florida East Coast Canal) right of way;

thence southerly along said centerline of the Intracoastal Waterway to the intersection with the easterly extension of the south boundary line of Lot 9 of the Subdivision of Government Lots 2 and 3 of Section 8, Township 48 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book "B", Page 154, of the Public Records of Dade County, Florida;

thence westerly along said easterly extension of the south boundary line of Lot 9 and through the southeast corner thereof, to the southwest corner of said Lot 9;

thence northerly along the west boundary line of said Lot 9 to the northwest corner of said Lot 9, also being the intersection with the east-west quarter section line of said Section 8;

thence westerly along said east-west quarter section line of Section 8 to a point of intersection with the east line of Section 7, Township 48 South, Range 43 East;

thence westerly along the east-west quarter section line of said Section 7 to a point of intersection with the east line of the west one-half ( $W\frac{1}{2}$ ) of the northeast one-quarter ( $NE\frac{1}{4}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7;

thence southerly along said east line to the southeast corner of the west one-half ( $W\frac{1}{2}$ ) of the northeast one-quarter ( $NE\frac{1}{4}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7;

thence westerly along the south line of the north one-half ( $N\frac{1}{2}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7 to the southwest corner of the east one-half ( $E\frac{1}{2}$ ) of the northwest one-quarter ( $NW\frac{1}{4}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7;

thence northerly along the west line of the east one-half ( $E\frac{1}{2}$ ) of the northwest one-quarter ( $NW\frac{1}{4}$ ) of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7 to a point of intersection with a line 165.00 feet south of and parallel with the north line of the southeast one-quarter ( $SE\frac{1}{4}$ ) of said Section 7;

thence easterly along said parallel line to a point of intersection with the west line of the east one half ( $E\frac{1}{2}$ ) of the northeast one quarter ( $NE\frac{1}{4}$ ) of the northwest one quarter ( $NW\frac{1}{4}$ ) of the southeast one quarter ( $SE\frac{1}{4}$ ) of said Section 7;

thence northerly along said west line to the northwest corner of the east one half ( $E\frac{1}{2}$ ) of the northeast one quarter ( $NE\frac{1}{4}$ ) of the northwest one quarter ( $NW\frac{1}{4}$ ) of the southeast one quarter ( $SE\frac{1}{4}$ ) of said Section 7;

thence westerly along the east-west quarter section line of said Section 7 to the existing east right-of-way line of U.S. Federal Highway No. 1 (State Road No. 5);

thence southwesterly along said east right-of-way line to the intersection with the easterly extension of the existing south right-of-way line of S.W. 15th Street (N.E. 54th Street) being the Municipal Boundary of the City of Deerfield Beach as established by Chapter 70-647, Laws of Florida;

thence westerly along said south right-of-way line to a point of intersection with the northerly extension of the east line of PARCEL "B", MORGAN PLAT NO. 1, according to the Plat thereof, as recorded in Plat Book 110, Page 42, of the Public Records of Broward County, Florida;

thence along the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida, for the following 3 courses:

thence southerly along the northerly extension of said east line to the north boundary line of said PARCEL "B", being the northeast corner of said PARCEL "B";

thence westerly along said north boundary line to the west line of said PARCEL "B" and the east right-of-way line of N.E. 13th Way as shown on said MORGAN PLAT NO. 1;

thence southwesterly and southerly along said east right-of-way line to the intersection with the east boundary line of PARCEL "A" of said MORGAN PLAT NO. 1;

thence along the municipal boundary of the City of Deerfield Beach, as established by Ordinance 1985/24, City of Deerfield Beach for the following 2 courses:

continue southerly along said east boundary line of PARCEL "A" to the south boundary line of said PARCEL "A";

thence westerly along said south boundary line to the southwest corner of said PARCEL "A" and the east right-of-way line of the Florida East Coast Railway;

thence along the municipal boundary of the City of Deerfield Beach, as described in House Bill 1407, enacted by the Legislature of the State of Florida in 2004, for the following 4 courses:

~~thence continue southwesterly along said east right-of-way line of the Florida East Coast Railway to the centerline of N.E. 36th Street (Sample Road);~~

~~thence westerly along said centerline of N.E. 36th Street (Sample Road) to a point of intersection with the easterly right-of-way line of the Seaboard Coastline railroad;~~

~~thence northeasterly along said easterly right-of-way line to the north right-of-way line of N.E. 36th Street (Sample Road);~~

~~thence westerly along said north right-of-way line to the westerly right-of-way line of the Seaboard Coastline Railroad;~~

~~thence continue westerly along said north right-of-way line of N.E. 36th Street (Sample Road), being the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida to the west right-of-way line of Powerline Road (State Road 845);~~

~~thence continue westerly along a line lying northerly of the forty foot easement for road, utility and related purposes (for Sample Road), G and P Plat, according to the plat thereof, recorded in Plat Book 96, Page 44 of the Public Records of Broward County, Florida as described in House Bill 1697, enacted by the Legislature of the State of Florida in 2000, to a point on the western boundary of said plat, being the west line of a fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records;~~

~~thence continue westerly along the north line of a road easement for Sample Road, J.F.C. Plat, according to the plat thereof, recorded in Plat Book 133, Page 35 of the Public Records of Broward County, Florida as described in House Bill 1695 and House Bill 1705, enacted by the Legislature of the State of Florida in 2000, to a point of intersection with the western boundary of Parcel "A", according to said plat;~~

~~thence continue along the municipal boundary of the City of Deerfield Beach, as referenced in said House Bill 1695, for the next 2 courses;~~

~~northerly along said western boundary of Parcel "A" to the northwest corner of said Parcel;~~

~~thence easterly along the north boundary of said Parcel "A" and the northerly limits of said J.F.C. Plat to the northeast corner of said Parcel being a point on the west line of said fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records being the western boundary of said G and P Plat as described in said House Bill 1697;~~

~~thence along the municipal boundary of the City of Deerfield Beach, as referenced in said House Bill 1697, for the next 2 courses;~~

~~northerly along the west line of said fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records being the western boundary of said G and P Plat to the northwest corner of said plat;~~

thence easterly along the north boundary of said G and P Plat to the northeast corner of Parcel "B" of said plat being a point on the westerly right-of-way line of Powerline Road (State Road 845) and the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida;

thence northerly along said westerly right-of-way line of Powerline Road (State Road 845) and the municipal boundary of the City of Deerfield Beach, as established by said Chapter 99-471 to the intersection with a line 55.00 feet north of and parallel with the south line of the southeast one-quarter (SE $\frac{1}{4}$ ) of Section 9, Township 48 South, Range 42 East;

thence westerly along said parallel line to the intersection with the east line of the southwest one-quarter (SW $\frac{1}{4}$ ) of said Section 9;

thence southerly along said east line to the intersection with a line 40.00 feet north of and parallel with the south line the southwest one-quarter (SW $\frac{1}{4}$ ) of said Section 9;

thence westerly along said parallel line to a point of intersection with the east right-of-way line of the Florida's Turnpike;

thence northerly along said east right-of-way line to the south right-of-way line of the Sawgrass Expressway (State Road 869) as shown on the Broward County Expressway Authority map of Sawgrass/Deerfield Expressway for Project Number 10444, Sheets 22 and 23, dated June 26, 1984 with a revised date of January 21, 1986 as described in House Bill 1089, enacted by the Legislature of the State of Florida in 1999;

thence continue northerly along said east right-of-way line of Florida's Turnpike and the westerly municipal boundary as described in said House Bill 1089 to the south right-of-way line of Hillsboro Boulevard (State Road 810);

thence continue northerly along said east right-of-way line of the Florida's Turnpike to a point on the north boundary line of Broward County, Florida;

thence easterly along said north boundary line to the northeast corner of Broward County, Florida being the POINT OF BEGINNING of this description.

An official map of the City of Deerfield Beach denoting the official boundaries at present and as amended shall be maintained by the office of the City Clerk. The official boundaries of the City are generally depicted on the following map:





### **Section 3.03. - Judge of qualifications.**

The commission shall be the judge of the election and qualification of its members and of the grounds for forfeiture of their office. A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published ~~in one or more newspapers of general circulation in the city~~ as required by Florida law, at least one week in advance of the hearing.

### **Section 3.04. - Election and terms.**

(1) *Regular election.* There shall be no primary election. All candidates who qualify for an elective office in the city shall run in the regular election scheduled for the particular seat. When there is only one (1) candidate, the candidate shall be deemed to have voted for himself/herself and the person's name shall not appear on the ballot. The regular biannual election for the city commission shall be held pursuant to the Laws of Florida and Broward County. Beginning in ~~March 2009~~ November 2028 and continuing thereafter, ~~City commission elections shall be held every two (2) years in March of every odd numbered year.~~ City commission elections shall be held every two (2) years in November of every even numbered year. It is the intent of the city to have staggered commission terms and elections. ~~In March 2009 all four (4) commission seats and the mayor shall be on the ballot for election. The mayor shall stand for a four (4) year term. At least ninety (90) days prior to that election the city commission shall draw lots to determine the other two (2) commission districts which shall be for a four (4) year term. The two (2) districts chosen shall have a four (4) year term; the two (2) districts not chosen shall have a two (2) year term and consequently shall be up for election in March 2011. Thereafter all terms shall be four (4) years.~~

The City intends to transition elections for mayor and city commission from March of odd-numbered years to November of even numbered years to coincide with the statewide general elections. To ensure continuity of governance and staggered terms, the seats of the city commission shall be divided into two groups for purposes of election scheduling:

(a) Group A Seats shall consist of commission district seats 1 and 2. Beginning in November 2028, and every four years thereafter, Group A seats shall be placed on the general election ballot.

(b) Group B Seats shall consist of commission district seats 3 and 4 and the mayor. Beginning in November 2030, and every four years thereafter, Group B seats shall be placed on the general election ballot.

*Transition.* The following transition provisions are adopted pursuant to Sections 100.3605 and 166.021(4), Florida Statutes, to provide for the orderly transition of office necessitated by the change in municipal election dates from March of odd-numbered years to November of even-numbered years. The staggered structure of commission terms requires that Group A seats and Group B seats be assigned to different even-numbered election years in order to preserve the continuity of governance that staggered terms are intended to provide. The term adjustments set forth below are the minimum adjustments necessary to accomplish this transition while preserving the two-year offset between seat groups.

The March 2027 and March 2029 municipal elections shall be rescheduled. In November 2028, the commission seats for Group A (districts 1 and 2) shall be on the ballot for election. In November 2030, the commission seats for Group B (districts 3 and 4, and mayor) shall be on the ballot for election.

- (i) Group A seats – Extension to November 2028. The terms of all persons serving in Group A seats (districts 1 and 2) on the effective date of this amendment, whose terms would otherwise have expired following the March 2027 municipal election, are hereby extended by approximately 20 months and shall expire upon the qualification and taking of the oath of office by their successors elected at the November 2028 election. No election for Group A seats shall be held in March 2027. The extension of terms provided by this subsection is necessitated solely by the change in election dates and the requirement to preserve staggered terms and does not otherwise alter the four-year term length applicable to future officeholders elected to Group A seats.
- (ii) Group B seats – Extension to November 2030. The terms of all persons serving in Group B seats on the effective date of this amendment, whose terms would otherwise have expired following the March 2029 municipal election, are hereby extended by approximately 20 months and shall expire upon the qualification and taking of the oath of office by their successors elected at the November 2030 election. No election for Group B seats shall be held in March 2029. The extension of terms provided by this subsection is necessitated solely by the change in election dates and the requirement to preserve staggered terms and does not otherwise alter the four-year term length applicable to future officeholders elected to Group B seats.
- (iii) Any period of extended service resulting from the transition adjustments provided in (i) and (ii) above shall not be counted toward the term limits established in Section 3.04(3) of this Charter.

The candidate receiving the greatest number of votes for mayor shall be elected as mayor. The candidate receiving the greatest number of votes in the district in which he/she ran shall be elected as the commissioner from that district. The mayor and commissioners shall be chosen for a term of four (4) years ~~(except for the two (2) seats transitioning to staggered terms as noted above for the March 2009 election only)~~ and shall hold office until their successors are elected and qualified or until the office is forfeited or until a person resigns or until a person is removed from office as provided elsewhere.

~~(2) District representation. At least ninety (90) days~~ Within the time period provided by state law prior to the regular city commission election to be held in March 2009 and the regular city commission election held in November 2030 and every four (4) years thereafter, the commission shall divide the city into four (4) districts (District 1, 2, 3 and 4) for the purpose of electing one (1) commissioner from each district. The division of the city into four (4) districts shall be as nearly as practicable on an equal population basis by contiguous boundaries. No sitting commissioner shall be disqualified from completing his or her term as a result of redistricting.

(3) No person may appear on the ballot for re-election to the Deerfield Beach City Commission (as defined in Section 3.01) if, by the end of the current term of office the person will have served (or, but for resignation, would have served) as a member of the Deerfield Beach City Commission

for eight (8) consecutive years; provided that a commissioner subject to these term limitations by virtue of prior service as a commissioner shall be permitted to run for mayor and may serve as mayor and if elected shall be subject to the same term limit restrictions with regard to mayoral service as set forth above for commission service; ~~provided further that should the person serving as mayor on the date this amendment is approved wish to appear on the ballot for re-election as mayor at the March 2009 election he shall be permitted to do so and may serve only that term and shall be barred from appearing on the ballot for a position on the city commission in the March 2013 election.~~

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### **Section 3.06. – Mayor and Vice Mayor.**

- (a) *Mayor.* The mayor shall preside at meetings of the commission and shall be recognized as head of the city government for all ceremonial purposes; by the governor for purposes of military law and civil disaster; for execution of contracts, deeds and other documents except as otherwise provided in article IV; for service of process; and as the city official designated to represent the city in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.
- (b) *Vice mayor.* ~~Dependent upon the length of the term to which the commissioners have been elected, p~~Pursuant to the provisions of section 3.04(2) of this Charter, and to the extent possible, each commissioner shall serve as vice mayor of the city for a term of one year during his term as commissioner.

At the first meeting following the regularly scheduled municipal election ~~in March~~ the commission shall designate which of its members shall serve which year as vice mayor. The commission shall designate its member with the greatest prior length of service as a commissioner to be immediately installed and to serve as vice mayor for the first year immediately following the election. The commissioner with the next greatest prior length of service as a commissioner shall be designated to serve as vice mayor for the second year immediately following the election. The commissioner with the next greatest prior length of service as a commissioner shall be designated to serve as vice mayor for the third year immediately following the election. ~~If commissioners are serving four-year terms then t~~The commissioner with the least prior length of service shall be designated to serve as vice mayor for the fourth year. In the event of equal lengths of prior service among commissioners then the order of years in which such commissioners, with such equal service, shall serve as vice mayor shall be determined by lot. Each vice mayor's term shall expire on the date of the first city commission meeting following the three hundred sixty-fifth (365th) day after ~~his~~the commissioner's installation as vice mayor. Each successive vice mayor shall be installed at the same city commission meeting at which ~~his~~the vice mayor's predecessor's term expired.

In the event of a vacancy in the office of vice mayor created because the commissioner then serving as vice mayor leaves ~~his~~ office as commissioner, ~~then~~ the ~~then~~ remaining

commissioners shall elect one of their members to serve as vice mayor for the remaining term that the absent commissioner would have served had ~~he~~ the commissioner completed ~~his~~ the commissioner's term as commissioner.

The vice mayor shall act as mayor during the absence or disability of the mayor.

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#### **Section 3.14. – Independent Audit.**

The commission shall provide for an independent annual audit of all city accounts and may provide for such more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the city government or any of its officers. ~~The commission may, without requiring competitive bids, designate such accountant or firm of accountants annually or biennially, provided that the designation for any particular fiscal year shall be made not later than ninety (90) days after the beginning of such fiscal year. If the state makes such an audit, the commission may accept it as satisfying the requirements of this section. The selection of a certified public accountant or firm of such accountants for performance of the independent annual audit shall be conducted in accordance with applicable state law.~~

#### **Section 3.15. – Procedure and meetings.**

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- (3) *Special.* Special meetings may be held on the call of the mayor or of a majority of the members of the commission, upon no less than ~~six (6)~~ twelve (12) hours notice to each member, the city manager, city clerk, city attorney and the public.

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- (6) *Rules and ~~journal~~written record.* The commission shall determine its own rules and order of business and shall provide for keeping a written record ~~or journal~~ of its proceedings. The ~~journal~~ written record shall be a public record.
- (7) *Voting.* Voting on ordinances and resolutions shall be by roll call and shall be recorded in the ~~journal~~ meeting minutes. A majority of the commission shall constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission. No action of the commission, except as otherwise provided in this Charter, in the preceding sentence, and in section 3.10(3), shall be valid or binding unless adopted by the affirmative vote of the majority of the commission.

#### **Section 3.16. – Ordinances and resolutions.**

"Ordinance" means an official, legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law. A "resolution" is an expression of the commission on matters of official concern, opinion, or administration, of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body.

\*\*\*

- (2) *Procedure.* A proposed ordinance shall be read by title or in full on the first reading, and by title or in full on the second reading on at least two (2) separate days, at either regular or special meetings of the commission. Prior to second reading, a proposed ordinance shall be advertised, as required by Florida State law, ~~in a newspaper of general circulation in the city.~~ The notice of proposed enactment shall state the date, time, and place of the meeting, the title or titles of proposed ordinances and the place or places within the city where such proposed ordinances may be inspected by the public. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

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### **Section 3.17. – Emergency ordinances.**

To meet a public emergency affecting life, health, property or the public peace, the commission may adopt one (1) or more emergency ordinances, but such ordinances may not levy taxes, grant, ~~review~~ ~~[renew,]~~ or extend a franchise, set service or user charges for any municipal services or authorize the borrowing of money except as provided under the emergency appropriations provisions of article V, section 5.05(5) of this Charter.

- (1) *Form.* An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.
- (2) *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of at least a majority of the commission shall be required for adoption. After its adoption, the ordinance shall be published once in ~~a newspaper of general circulation~~ accordance with state law for publishing public notices.

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### **Section 3.18. – Authentication, recording and disposition of ordinance[s], resolutions and charter amendments.**

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- (2) *Recording.* The city clerk shall keep properly indexed ~~books in which shall be recorded records,~~ in full, of all ordinances and resolutions passed by the commission. Ordinances shall be codified periodically, published and made available for distribution on a continuing basis. The city clerk shall also maintain the city charter in current form and shall enter all Charter amendments and send a copy of the revised charter incorporating amendments to the ~~Secretary of State's Office~~ applicable state agency.

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## **ARTICLE IV. – ADMINISTRATIVE**

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### **Section 4.02. – Removal of city manager.**

The city commission may, by majority vote, adopt a motion providing for the termination of the city manager. Upon adopting such motion, the city commission shall schedule a hearing, to be held no sooner than ten (10) days, nor later than twenty-one (21) days after the adoption of the motion, at which time it shall consider a resolution for termination of the city manager. If the resolution for termination is adopted by a majority of the city commission, the city manager shall be removed, effective on the date of the adoption of the resolution.

~~The provision for termination of the city manager, as set forth above, shall not be effective until June 1, 2007. Any termination of the city manager prior to that date shall be undertaken in conformance with the provisions of the City of Deerfield Beach Charter as it existed prior to approval of this amendment by the voters of the City of Deerfield Beach.~~

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### **Section 4.06. - City clerk.**

The city manager shall appoint the city clerk with the consent of the city commission when a vacancy exists. The city clerk shall administer any oath required by law or ordinance of the city; shall give notice of meetings of the city commission, shall attend the meetings of the city commission, shall keep the ~~journal~~ written record of its proceedings, shall authenticate by ~~his/her~~ signature on record in full the ~~book~~ records kept for the purpose of recording ordinances and resolutions of the commission, shall be the custodian of the seal and of all official city records, and shall perform such {other} duties as shall be required by law, by this Charter, by city ordinance or by the city manager.

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### **Section 4.08. - Acting city manager.**

By letter filed with the city clerk, the city manager shall designate, ~~subject to approval by the commission,~~ a qualified city administrative officer to exercise the powers and perform the duties of city manager during the manager's temporary absence or disability. During such absence or disability, the commission may revoke such designation at any time and appoint another officer of the city to serve until the manager shall return or the disability shall cease.

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## **ARTICLE V. – FINANCIAL PROCEDURES**

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### **Section 5.05. - Amendments after adoption.**

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(5) *Emergency appropriations.* To meet a public emergency affecting life, health, property or the public peace, the commission may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions in section 3.17. To the extent that there are no available unappropriated revenues to meet such appropriations, the commission may by such emergency ordinance authorize the issuance of emergency ~~notes~~ debt, which may be renewed from time to time, but the emergency ~~notes~~ debt and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

#### **Section 5.06. - Payment of money by city.**

Money shall be paid out of the city treasury only on ~~warrants~~ electronic funds transfers or checks signed by the director of management and budget and countersigned by the city manager.

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### **ARTICLE VI. – ELECTIONS**

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#### **Section 6.09. – Certificate of election.**

Results of elections conducted under provisions of this charter shall be certified by the county supervisor of elections ~~on the day~~ following the election or when any recount or protest shall have been completed and certified.

### **ARTICLE VII. - RECALL, INITIATIVE AND REFERENDUM**

#### **Section 7.07. - Action on petitions.**

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(2) Submission to voters. When there is to be a vote of the city on a proposed or referred ordinance it shall be held not less than forty-five (45) days and not later than one hundred eighty (180) days from the date of the final commission vote thereon. If no regular city or general election is to be held within the period described in this subsection, the commission shall provide for a special election, except that the commission may, in its discretion, provide for a special election at an earlier date within the described period. Copies of the proposed or referred ordinance shall be published at least by title only ten (10) days before any such election ~~in a newspaper of general circulation in the city~~ and shall be made available in full at the city hall and at the polls.

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## **Section 7.09. - Other referendum election.**

(1) *Repeal or amendment of ordinance.* Any existing ordinance of the city, including ordinances approved by the qualified electors of the city, may be repealed or amended by a majority of the qualified electors of the city voting at a regular city, general or special election.

~~(2) *Sale, gift, trade, transfer or lease of public property.* Any (a) sale, gift, trade, transfer or lease of all or a portion of city-owned real property, or (b) sale, gift, trade, transfer or lease of any interest right to all or a portion of city-owned real property, must be approved by a majority of the qualified electors of the city voting at a regular city, general or special election if the fair market value of the real property is in excess of \$750,000.00. If a portion of city-owned real property is being considered, the value of the entire parcel must be determined for purposes of determining fair market value. Fair market value is defined as the highest price valued in terms of money that the land would bring in if exposed for sale in the open market, with reasonable time allowed in which to find a purchaser, buying with knowledge of all the uses and purposes for which it may be capable of being used. Sale is defined as any transfer of real property to another party. Gift is defined as the conveying of title or interest in real property to another party. Trade is defined as the exchange of real property to another party for consideration. Transfer is defined as conveying of title, interest or rights in real property to another party. Lease is defined as a contract for possession or use of real property. The only exceptions to this referendum requirement are that the city commission may, upon a four-fifths majority vote, award leases or contracts (but may not sell, gift, trade or transfer) for a pier restaurant or snack facility located east of Ocean Drive or for the operation of the pier itself or for the operation of a business for cabanas, umbrellas and chairs on the beach.~~

(32) *Commission procedure.* When such matters are submitted to a referendum either on motion of the commission or as the result of initiative or referendum proceedings arising under the preceding sections of article VII, the commission shall pass a resolution calling for a referendum election in accordance with the provisions of article VII.

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## **ARTICLE IX. – CHARTER AMENDMENTS**

### **Section 9.01. - Charter amendment.**

(1) *Initiation by ordinance.* The commission may, by ordinance, propose amendments to any part or all of this Charter, except article II prescribing boundaries, and upon passage of the initiating ordinance, shall place the proposed amendment to a vote of the electors at the next regular city or general election held within the city or at any special election called for such purpose. Amendment of article II resulting from annexation done in accordance with general law shall be by ordinance of the commission and shall not be subject to a vote of the electors, except as provided by general law.

(2) *Initiation by petition.* The electors of the city may propose amendments to this Charter by a petition signed by the percentage of the registered electors of the city, as of the last preceding municipal general election, as required by Florida State Law and in accordance with Chapter 166, Florida Statutes, as amended.



(a)—(c)—[Reserved.]

~~(d)~~ *Time for filing Charter amendment petitions.* Charter amendment petitions in completed form must be filed with the city clerk within ninety (90) days after the commencement of proceedings according to section 9.01(2)(a).

~~(e)~~ *[City attorney.]* The sole responsibility of the city attorney with reference to Charter amendment provisions shall be to offer an opinion on the legal sufficiency of the petition language.

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### **Section 9.03. - Action on petitions.**

(1) *Action by commission.* When a Charter amendment petition has been finally determined sufficient, the commission shall take steps to hold an election on the proposal. Such election shall be held not less than forty-five (45) days and not later than one hundred eighty (180) days from the date of the final sufficiency of the petition. If no regular city or general election is to be held within the period described in this subsection, the commission shall provide for a special election, except that the commission may, in its discretion provide for a special election at an earlier date. Copies of the proposed amendment shall be published at least once by title only ten (10) days before any such election ~~in a newspaper of general circulation in the city~~ and shall be made available in full at the city hall and at the polls.

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(4) *End of petitions process.* The petitions process may be declared null, void and at an end if petitions with a sufficient number of signatures have not been submitted to the city clerk within the required time limits according to section 9.01(2)(a).

### **Section 9.04. – Charter Review Board.**

There shall be a Charter Review Board appointed by the city commission in May of 2035 and every ten years thereafter. The Charter Review Board shall consist of five regular voting members and five alternate members appointed by the city commission. The mayor and each commissioner shall have the right to appoint one regular member and one alternate member. The board shall meet to review the Charter and make recommendations for amendments. The board's recommendations shall be nonbinding and the city commission shall have sole discretion to determine which amendments, if any, it places on the ballot, the final wording of any amendments, and the timing of any election on Charter amendments. Nothing set forth in this Section shall limit the ability of the City Commission to offer amendments on its own initiative.

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## **ARTICLE XI. - BEACH DEVELOPMENT.**

### Sec. 11.01. - Protection of beach area from excessive development.

The City of Deerfield Beach recognized that its "beach area" (defined as the area between the Intracoastal Waterway and the Atlantic Ocean) is a unique area where the citizens desire to preserve the "village" feel and have protections from excessive development so as to not further exacerbate traffic congestion.

In furtherance of that goal, the City of Deerfield Beach shall require that any land development regulations for its beach area be at least as strict (but which may be more strict if desired by the city commission) as the following requirements (and, if there are not land development regulations covering these requirements or different land development regulations covering these requirements, then these requirements shall be the requirements upon passage of this referendum. This Charter amendment is effective upon passage of this referendum):

|                                                                                                            |         |
|------------------------------------------------------------------------------------------------------------|---------|
| (1) Height maximum for any property with a commercial zoning designation as of May 1, 2002:                | 45 feet |
| (2) Height maximum for any property with a multi-family zoning designation as of May 1, 2002:              | 55 feet |
| (3) Floor area ratio maximum for any property with a commercial zoning designation as of May 1, 2002:      | 1.0     |
| (4) Floor area ratio maximum for any property with a multi-family zoning designation as of May 1, 2002:    | .8      |
| (53) Maximum lot coverage percent for any property with a commercial zoning designation as of May 1, 2002: | 50%     |
| (64) Maximum lot coverage percent for any property containing a multifamily and/or hotel or motel use:     | 40%     |

all as calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on May 1, 2002 ~~(except for the floor area ratio maximum for any property with a multi-family zoning designation as of May 1, 2002, and that floor area ratio is calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on January 1, 2000).~~

~~(7) Mixed use involving commercial (including office) or multi-family and hotel/motel use for all property east of the Intracoastal, shall be prohibited except to the extent allowed under the Deerfield Beach Land Use Regulations as existed on May 1, 2002 and the Land Use Plan as existed in May 1, 2002.~~

~~(8) Accessory use involving commercial (including office) or multi-family and hotel/motel use for all property east of the Intracoastal, shall be prohibited except to the extent allowed under the Deerfield Beach Land Use Regulations as existed on May 1, 2002 and the Land Use Plan as existed in May 1, 2002.~~

(95) Any property with a single-family zoning designation as of May 1, 2002, shall be bound by the restrictions set forth above in the event that that property is later rezoned to a multifamily

zoning designation in that such property shall have the height maximum (fifty-five (55) feet), ~~floor area ratio maximum (.8)~~ and maximum lot coverage percent (forty (40) percent), all as calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on May 1, 2002 ~~(except for the floor area ratio maximum, and that floor area ratio is calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on January 1, 2000).~~

~~(406)~~ Any property east of the Intracoastal which did not have a commercial zoning designation as of May 1, 2002 shall not be allowed to be rezoned to a commercial or mixed use commercial or other commercial zoning designation.

#### **Sec. 11.02. - Protection of main beach parking areas.**

(a) The City of Deerfield Beach recognizes that part of its uniqueness is the public's safe and convenient access to the beach and ocean. In furtherance of that purpose, the real property designated in this section ("designated main beach parking area" and "property") shall be limited in use as follows (This Charter amendment is effective upon passage of this referendum):

(1) Parking and roadways for ingress and egress.

(2) If a garage is constructed on the property, the garage facility shall not be more than two (2) stories in height (a ground level floor and additional floor above ground) and, if desirable, a below level floor may also be constructed. No garage facility constructed on the property specifically designated as the "main beach parking lot" shall be closer to the beach than one hundred ten (110) feet west of Ocean Way (N.E. 21st Avenue). Any garage facility must not be developed in excess of a maximum floor area ratio of 1.0 and a maximum lot coverage percent of fifty (50) percent, and all side and rear setbacks as existed on May 1, 2002 under the Deerfield Beach Land Use Regulations (except that the setback on the western portion of the property shall be at least twenty (20) feet), and all as calculated in the manner prescribed in Deerfield Beach Land Use Regulations as they existed on May 1, 2002.

~~(3) The parking space on this property shall be of a size of at least ten (10) feet (width) by twenty (20) feet (length).~~

(4) The city shall be allowed to place fire, rescue, police, public safety, public restroom facilities and shower facilities on the property.

~~(5) Other than vending machines, there shall be no other significant commercial use (using this property occasionally for special municipal sponsored or affiliated events such as Founder's Day is not considered a significant commercial use. Significant commercial use is described for purposes of this section as use of the property for commercial purposes for more than fifteen (15) days per annum).~~

(6) Subordinate to the parking, a portion of said property may also be used for public non-commercial purposes, which include, but are not limited to a bandshell.

~~(7) The parking on this property cannot be used in any manner, either directly or indirectly, for technical parking deviations for other properties or to in any way lessen or decrease the off-street parking requirements of any other properties.~~

(b) The city owned real property that is subject to this section and described as "designated main beach parking areas" is described as being in Deerfield Beach, Broward County, Florida as follows:

(1) *"Main beach parking lot"*: Deerfield Beach Plat Book 4, Page 4, Lot 1, 2, 22, BLK 11; Deerfield Beach Plat Book 4, Page 4, Lot 3, 4, 5, 6 BLK 11; Deerfield Beach Plat Book 4, Page 4, Lot 7, 8, 9 E 30 BLK 11; Deerfield Beach Plat Book 4, Lot 9 less E 30, 10 BLK 11; Deerfield Beach Plat Book 4, Page 4, Lot 11 BLK 11; Deerfield Beach Plat Book 4, Page 4, Lot 17, 18 BLK 11; Deerfield Beach Plat Book 4, Page 4, Lot 19, 20, 21 BLK 11;

(2) *Property where current fire station and parking area behind fire station*: Deerfield Beach Plat Book 4, Page 4, Lot 4 to 7 BLK 10; Deerfield Beach Plat Book 4, Page 4, Lot 8, 9, 10 less W 10 BLK 10; Deerfield Beach Plat Book 4, Page 4, Lot 19, 20 BLK 10.

(3) *NE First Street*: To extent that it is contiguous to city owned property.

(4) *"Conrad House property"*: Lots 19 and 20, Block 10, Deerfield Beach, according to the plat thereof, as recorded in Plat Book 4, Page 4 of the Public Records of Broward County, Florida.

(5) *Property deeded by South Florida Beach Properties, LLC*: Lot 11, Block 11, Deerfield Beach, according to the plat thereof, as recorded in Plat Book 4, Page 4 of the Public Records of Broward County, Florida.

\*\*\*

#### **ARTICLE XIV. - FOUR-FIFTHS VOTE FOR TRANSITION OF POLICE OR FIRE SERVICES.**

No future action to transition, transfer, contract out, consolidate, or otherwise assign, the provision of police services or fire services from the existing provider to another governmental entity or agency, special district, or sheriff's office, shall be effective unless approved by an affirmative vote of at least four-fifths (4/5) of the City Commission.

**Section 3. Election Called.** That a referendum election is hereby called, to be held on Tuesday, the 3<sup>rd</sup> day of November 2026, in conjunction with the statewide general election, to present to the qualified electors of the City of Deerfield Beach the ballot questions provided in Section 4 of this Ordinance.

**Section 4. Form of Ballot.** That the form of ballot for the Charter amendments provided for in Section 2 of this Ordinance shall be substantially as follows:

## **Ballot Questions:**

### **A. Clarification and Update of City Charter.**

Shall the City Charter be amended for style, clarity and consistency, along with amendments removing outdated provisions, and amendments updating the Charter to conform with State law provisions?

Yes    ☐

No    ☐

### **B. Description of City Corporate Limits Update.**

The Charter includes a lengthy and outdated legal description of the corporate limits of the City. Shall the Charter be amended to replace the legal description with a map generally depicting the City's present official corporate limits, and provide that the official map of the corporate limits of the City shall be maintained by the office of the City Clerk?

Yes    ☐

No    ☐

### **C. Two Year Residency Requirement for Candidates for Mayor or City Commissioner.**

The City Charter requires candidates for Mayor to have resided continuously in the City, and candidates for Commissioner to have resided continuously in their qualifying District, for six months immediately before qualifying. Shall the Charter be amended to instead require two years of continuous residency in the City immediately before qualifying for candidates for Mayor, and two years of continuous residency in the qualifying District for Commissioner candidates, except where non-residency results solely from redistricting?

Yes    ☐

No    ☐

### **D. Change Municipal Election Dates to November of Even-Numbered Years and Transition of Commission Terms.**

Shall the Charter be amended to change Commission elections from March of odd-numbered years to November of even-numbered years beginning November 2028 to increase voter participation and decrease election costs, resulting in term extensions of approximately 20 months for all current Commissioners and the Mayor to maintain staggered terms, with no elections held in March 2027 or March 2029 and all future terms remaining four years?

Yes [ ]

No [ ]

**E. Removal of Referendum Election Requirement for the Sale, Transfer, or Lease of City-Owned Property.**

The Charter requires voter approval at a referendum election in order for the City to sell, gift, trade, transfer or lease all or a portion of, or an interest in, city-owned real property with a fair market value in excess of \$750,000.00, with limited exceptions for a pier restaurant lease or contracts for pier and beach amenity rental operations. Shall the Charter be amended to remove this referendum election approval requirement from the Charter?

Yes [ ]

No [ ]

**F. Charter Review Board to Convene Every Ten Years.**

Shall the Charter be amended to require a Charter Review Board to be appointed by the City Commission in May 2035 and every ten years thereafter, with the Charter Review Board consisting of five regular voting members and five alternate members appointed by the City Commission to review the Charter and make non-binding recommendations to the Commission regarding amendments to the Charter?

Yes [ ]

No [ ]

**G. Amending Charter Section 11.01 Beach Area Development Regulations.**

Charter Section 11.01 restricts development east of the Intracoastal Waterway, including height limits of 45 feet for commercial and 55 feet for multifamily zoned properties, floor area ratio and lot coverage limits for such properties, mixed use and accessory use restrictions, and restrictions prohibiting rezoning to commercial. Shall the Charter be amended to remove only the floor area ratio regulations and the restrictions on mixed and accessory uses from the Charter?

Yes [ ]

No [ ]

**H. Amending Charter Section 11.02 Regarding Main Beach Parking Area Restrictions**

Charter Section 11.02 restricts development on the City's main beach parking areas, including limiting permitted uses, restricting garage and parking space size, lot coverage,

floor area ratio, and setbacks. Shall this Section be amended to remove the minimum parking space size requirements, the restriction on commercial use exceeding fifteen days annually, and the prohibition on use of this parking to satisfy other properties' parking requirements?

Yes    [    ]

No     [    ]

**I. Four-Fifths Vote for Transition of Police or Fire Services.**

Shall the Charter be amended to require that any future action by the City Commission to transition, transfer, contract out, consolidate, or otherwise assign, police or fire services from the existing provider to another governmental entity or agency, special district, or sheriff's office, be approved by an affirmative vote of at least four-fifths (4/5) of the City Commission?

Yes    [    ]

No     [    ]

**Section 5.    Balloting.** That balloting shall be conducted pursuant to the laws of the State of Florida as applied by the Broward County Supervisor of Elections. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The City Clerk and the Broward County Supervisor of Elections are each hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Ordinance. Pursuant to Section 102.141, Florida Statutes, this election shall be canvassed by the City Clerk with assistance from the County Supervisor of Elections or as required by law.

**Section 6.    Notice of Election.** That notice of said referendum election shall be published in accordance with Section 100.342, Florida Statutes, at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election, and shall be in substantially the following form:

“NOTICE OF REFERENDUM ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE CITY ON TUESDAY, THE 3<sup>RD</sup> DAY OF NOVEMBER, 2026, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY.

## **Ballot Questions:**

### **A. Clarification and Update of City Charter.**

Shall the City Charter be amended for style, clarity and consistency, along with amendments removing outdated provisions, and amendments updating the Charter to conform with State law provisions?

Yes    ☐

No     ☐

### **B. Description of City Corporate Limits Update.**

The Charter includes a lengthy and outdated legal description of the corporate limits of the City. Shall the Charter be amended to replace the legal description with a map generally depicting the City's present official corporate limits, and provide that the official map of the corporate limits of the City shall be maintained by the office of the City Clerk?

Yes    ☐

No     ☐

### **C. Two Year Residency Requirement for Candidates for Mayor or City Commissioner.**

The City Charter requires candidates for Mayor to have resided continuously in the City, and candidates for Commissioner to have resided continuously in their qualifying District, for six months immediately before qualifying. Shall the Charter be amended to instead require two years of continuous residency in the City immediately before qualifying for candidates for Mayor, and two years of continuous residency in the qualifying District for Commissioner candidates, except where non-residency results solely from redistricting?

Yes    ☐

No     ☐

### **D. Change Municipal Election Dates to November of Even-Numbered Years and Transition of Commission Terms.**

Shall the Charter be amended to change Commission elections from March of odd-numbered years to November of even-numbered years beginning November 2028 to increase voter participation and decrease election costs, resulting in term extensions of approximately 20 months for all current Commissioners and the Mayor to maintain staggered terms, with no elections held in March 2027 or March 2029 and all future terms remaining four years?



Yes [ ]

No [ ]

**E. Removal of Referendum Election Requirement for the Sale, Transfer, or Lease of City-Owned Property.**

The Charter requires voter approval at a referendum election in order for the City to sell, gift, trade, transfer or lease all or a portion of, or an interest in, city-owned real property with a fair market value in excess of \$750,000.00, with limited exceptions for a pier restaurant lease or contracts for pier and beach amenity rental operations. Shall the Charter be amended to remove this referendum election approval requirement from the Charter?

Yes [ ]

No [ ]

**F. Charter Review Board to Convene Every Ten Years**

Shall the Charter be amended to require a Charter Review Board to be appointed by the City Commission in May 2035 and every ten years thereafter, with the Charter Review Board consisting of five regular voting members and five alternate members appointed by the City Commission to review the Charter and make non-binding recommendations to the Commission regarding amendments to the Charter?

Yes [ ]

No [ ]

**G. Amending Charter Section 11.01 Beach Area Development Regulations.**

Charter Section 11.01 restricts development east of the Intracoastal Waterway, including height limits of 45 feet for commercial and 55 feet for multifamily zoned properties, floor area ratio and lot coverage limits for such properties, mixed use and accessory use restrictions, and restrictions prohibiting rezoning to commercial. Shall the Charter be amended to remove only the floor area ratio regulations and the restrictions on mixed and accessory uses from the Charter?

Yes [ ]

No [ ]

#### **H. Amending Charter Section 11.02 Regarding Main Beach Parking Area Restrictions**

Charter Section 11.02 restricts development on the City's main beach parking areas, including limiting permitted uses, restricting garage and parking space size, lot coverage, floor area ratio, and setbacks. Shall this Section be amended to remove the minimum parking space size requirements, the restriction on commercial use exceeding fifteen days annually, and the prohibition on use of this parking to satisfy other properties' parking requirements?

Yes    [    ]

No     [    ]

#### **I. Four-Fifths Vote for Transition of Police or Fire Services.**

Shall the Charter be amended to require that any future action by the City Commission to transition, transfer, contract out, consolidate, or otherwise assign, police or fire services from the existing provider to another governmental entity or agency, special district, or sheriff's office, be approved by an affirmative vote of at least four-fifths (4/5) of the City Commission?

Yes    [    ]

No     [    ]

**Polling place information and the full text of the proposed Charter Amendments as set forth in the enabling Ordinance are available at the office of the City Clerk located at 150 N.E. 2<sup>nd</sup> Avenue, Deerfield Beach, Florida 33441.**

\_\_\_\_\_  
City Clerk

**Section 7. Copies.** That copies of this Ordinance proposing the Charter Amendments are on file at the offices of the City Clerk located at 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and are available for public inspection during regular business hours.

#### **Section 8. Effectiveness.**

A. Each of the Charter Amendments provided for in Sections 2 and 4 above shall become effective only if the majority of the qualified electors voting on the specific Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon certification of the election results.

B. That the City Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised City Charter. Further, that in the event that some of the Charter Amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the City Attorney is authorized to reflect and implement such revisions of the Charter to the extent necessary to assure that each amendment adopted conforms to all remaining Charter provisions.

C. That following the adoption of the Charter Amendments, the City Clerk shall file the adopted Charter Amendments with the Florida Department of State.

**Section 9. Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the City Commission and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the City of Deerfield Beach, Florida, and that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence or clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part. Each ballot question set forth in this Ordinance, and each Charter amendment approved by the electors pursuant thereto, is separate, distinct, and independent of every other ballot question and amendment, and the City Commission would have placed each ballot question before the electors regardless of any other. If any ballot question or charter amendment is for any reason held invalid, unconstitutional, or stricken by any court of competent jurisdiction, whether before or after the referendum election, such holding shall not affect the validity of any remaining ballot question, or of any other approved amendment. If any portion of any approved Charter amendment is held invalid or unconstitutional, such portion shall be deemed severable, and the remaining portions of that amendment shall remain in full force and effect, it being the intent of the City Commission that each approved amendment be given the maximum effect permitted by law.

**Section 11. Application of Amendments.** That each of the Charter Amendments adopted by the electors shall be applied prospectively only.

**Section 12. Effective Date.** This Ordinance shall become effective immediately upon adoption.

PASSED 1ST READING ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

PASSED 2ND READING ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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TODD DROSKY, MAYOR

ATTEST:

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HEATHER MONTEMAYOR, CITY CLERK

DRAFT

## **BUSINESS IMPACT ESTIMATE**

Meeting Date: August 4, 2026

Agenda Item No. 6  
Charter Amendment Ordinance

This Ordinance contains proposed text amendments to the City of Deerfield Beach Charter. The Ordinance approves the amendments subject to voter approval, calls for a referendum election on the proposed amendments to the City Charter to be held on November 3, 2026, provides for the proposed Charter Amendments to be considered by the qualified electors of the City of Deerfield Beach at the referendum election, and provides for requisite ballot language and related matters regarding the following proposed Charter Amendments, which are further described in the Ordinance:

- A. Clarification and Update of City Charter.
- B. Description of the City Corporate Limits Update.
- C. Two Year Residency Requirement for Candidates for Mayor or City Commissioner.
- D. Change Municipal Election Dates to November of Even-Numbered Years and Transition of Commission Terms.
- E. Removal of Referendum Election Requirement for the Sale, Transfer, or Lease of City-Owned Property.
- F. Charter Review Board to Convene Every Ten Years.
- G. Amending Charter Section 11.01 Beach Area Development Regulations.
- H. Amending Charter Section 11.02 Regarding Main Beach Parking Area Restrictions.
- I. Four-Fifths Vote for Transition of Police or Fire Services.

### **Estimate of Direct Economic Impact on Private/For Profit Businesses**

- a. Estimate of Direct Business Compliance Costs: None
- b. New Charges/Fees on Businesses Impacted: None
- c. Estimate of Regulatory Costs: None

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

### **Any Additional Information:**

Upon adoption of the Ordinance, the proposed Charter amendments will be placed on the November 3, 2026 General Election ballot for consideration by the qualified electors of the City of Deerfield Beach. The proposed Charter amendments shall become effective only if the majority of the qualified electors voting on the specific Charter amendment vote for its adoption.



# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-392

**Agenda Date:** 8/4/2026

**Status:** CONSENT - BOARD  
APPOINTMENTS

**In Control:** City Commission

### **Title**

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Joseph Cummings as an alternate member of the Community Appearance Board; and providing for an effective date.**

### **Recommended Action**

Commission to vote on Resolution

### **Voting Requirement**

Adoption requires a 3/5 vote of the City Commission

### **Background/History**

Due to a temporary relocation of residency, Christina Fink has resigned from the Community Appearance Board ("Board"), creating a vacancy. Joseph Cummings expressed interest in continuing to serve on the Board and has been nominated by Vice Mayor Hudak as an alternate member to fulfill an unexpired term.

### **Current Activity**

Upon approval, the Board will have four regular members with one vacancy, and three alternates with two vacancies.

### **Recommendation**

Approval is recommended.

**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
DEERFIELD BEACH, FLORIDA, APPOINTING JOSEPH CUMMINGS AS  
AN ALTERNATE MEMBER OF THE COMMUNITY APPEARANCE  
BOARD; AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

**WHEREAS**, Christina Fink has temporary relocated out of the City of Deerfield Beach, which creates an alternate member vacancy and her term expires on May 15, 2027; and

**WHEREAS**, Joseph Cummings has expressed an interest in serving as an alternate member of the Board; and

**WHEREAS**, Joseph Cummings has been nominated by Vice Mayor Hudak to serve as an alternate member of the Board.

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

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

**Section 2.** Joseph Cummings is hereby appointed to serve as an alternate member of the Board for a term commencing on August 4, 2026, and expiring on May 15, 2027.

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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF DEERFIELD BEACH

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TODD DROSKY, MAYOR

ATTEST:

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HEATHER MONTEMAYOR, CITY CLERK





CITY OF DEERFIELD BEACH  
RECEIVED

JUL 16 2026

City of Deerfield Beach

Application for Advisory Board or Committee

CITY CLERK'S OFFICE

Advisory Board or Committee you are applying for: Community Appearance Board

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name JOSEPH A. CUMMINGS

Address 267 OAKRIDGE P

City DEERFIELD BEACH State FL Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) 3

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone 305 465 1877 Work/Mobile Phone

E-mail JA.CUMMINGS@LIVE.COM

Employer RET.

Address MONROE COUNTY PA

Occupation (if retired, please indicate and list former occupation) DUI ENFORCEMENT, CE. CORRECTIONS,

Please list any governmental Advisory Boards or Committees on which you currently serve:

CENTURY VILLAGE, COOCVE 8 YEARS, MASTER MANAGEMENT B.O.D.  
DEERFIELD BEACH C.A.B.

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

Academic: Degrees, Diplomas

|                           |                                     |
|---------------------------|-------------------------------------|
| COMM OF PA<br>" " " " " " | PARAMEDIC<br>FIRE ACADEMY<br>LE " " |
|---------------------------|-------------------------------------|

Professional: Certification(s)

|                                                          |
|----------------------------------------------------------|
| FAA: PRIVATE PILOT<br>FCC: GENERAL<br>NRA: FIREARMS INC. |
|----------------------------------------------------------|

Knowledge: Training, interest or experience

|  |
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|  |
|--|

Community Involvement: List organizations/positions

|                                                                                      |
|--------------------------------------------------------------------------------------|
| WARRINGTON TWP PA: TOWNSHIP SUPERVISOR<br>" " " " " "<br>BUCKS CO PA: PLANNING COMM. |
|--------------------------------------------------------------------------------------|

Organizations: Memberships

|  |
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|  |
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I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: 

Date: 16 JUL 26

Print Name: JOSEPH A. CUMMINGS

Return completed application to:

City Clerk's Office

150 NE 2<sup>nd</sup> Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: [www.deerfield-beach.com](http://www.deerfield-beach.com)

Fax: 954-480-4323

E-mail: [web.clerk@deerfield-beach.com](mailto:web.clerk@deerfield-beach.com)

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-432

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**Agenda Date:** 8/4/2026

**Status:** CONSENT - BOARD  
APPOINTMENTS

**In Control:** City Commission

### **Title**

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Jacqueline Diaz to the Historic Preservation Board; providing for an effective date.**

### **Recommended Action**

Commission to vote on Resolution

### **Voting Requirement**

Adoption requires a 3/5 vote of the City Commission

### **Background/History**

Jacqueline Diaz has expressed an interest in serving on the Historic Preservation Board ("Board") and has been nominated by Commissioner Preston.

### **Current Activity**

Upon approval, the Board will have five regular members, with no vacancies.

### **Recommendation**

Approval is recommended.

**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
DEERFIELD BEACH, FLORIDA, APPOINTING JACQUELINE DIAZ TO  
THE HISTORIC PRESERVATION BOARD; PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, on January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004, which created the Historic Preservation Board (the “Board”), established the powers and duties of the Board, and provides that the Board shall consist of five regular members; and

**WHEREAS**, the members of the Board are appointed by and serve at the pleasure of the City Commission for a two-year term, which term ends on May 15<sup>th</sup> of the year that the term of the appointing Commissioner expires; and

**WHEREAS**, the purpose of the Board is to inventory, designate, certify, regulate, and manage historic resources in the City; and

**WHEREAS**, Jacqueline Diaz has expressed an interest in serving on the Board and has been nominated by Commissioner Preston.

**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.** Jacqueline Diaz is hereby appointed to the Historic Preservation Board of the City of Deerfield Beach for a term commencing on August 4, 2026, and ending on May 15, 2027.

**Section 3.** Ms. Diaz shall serve without compensation and is required to file a financial disclosure statement.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
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. 2026-409

**Agenda Date:** 8/4/2026

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Third Amendment to the Work Authorization with Jacobs Engineering Group, Inc., to provide continuing engineering operations and administrative consulting support services inclusive of additional support staff for the West Water Treatment Plant in an amount not to exceed \$91,225.00, for a total aggregate cost of \$587,115.00; providing for conflicts, implementation 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: \$91,225.00; Total aggregate contract cost \$587,115.00

Account Name: Other Professional Services

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

### Background/History

The City entered into a master CCNA continuing services contract with Jacobs Engineering Group Inc. (Jacobs) beginning April 12, 2021, pursuant to RFQ #21-11-IG, (the "Continuing Contract"). The Continuing Contract has been renewed by the parties for a one-year period expiring on April 11, 2026 and the Continuing Contract was extended to October 11, 2026.

On August 5, 2025, the City and Jacobs Engineering Group Inc. (Jacobs) entered into a Work Authorization to provide professional engineering operations and administrative consulting support services at the West Water Treatment Plant pursuant to Resolution 2025/132. Subsequently, on November 4, 2025, the City Commission adopted Resolution No. 2025/193, which authorized the execution of an amendment to the Work Authorization to extend the services for an additional 90-day period in an amount not exceed \$138,404.00 for a total aggregate amount not to exceed \$276,808. Thereafter, on March 31, 2026, the City Commission adopted Resolution 2026/039, authorizing the execution of a Second Amendment to the Work Authorization for Jacobs to continue providing engineering operations and administrative services along with additional support staff services due to the resignation of the Water Plant Manager and Water Plant Maintenance Supervisor. These services were provided until July 31, 2026.

### Current Activity

The Department of Environmental Services has evaluated its existing operational and administrative

needs and has determined that it is necessary to extend Jacob's services for a period commencing retroactive to August 1, 2026 and expiring on October 11, 2026. The Water Plant Manager and Water Plant Maintenance Supervisor positions remain vacant. Jacobs has provided the City with a cost proposal to continue the services in an amount not exceed \$91,225.00, for a total aggregated cost of \$587,115.00.

Specifically, Jacobs will:

1. Continue to designate a full-time Interim Operations Consultant with the following duties.

- Advise and consult with operations and City staff and make recommendations as it pertains to the effective operations of the water treatment plant with a cooperative objective to maintain continuity of existing operations of the water production processes.
- Report to the City's designated official for day-to-day operations of the water treatment plant and its internal processes.
- Hold a Florida Class "A" Certified Water Treatment Operator License and follow regulatory compliance standards.
- Follow an average work schedule designated as 5 days per week at 8 hours per day.
- Review all reporting data for use by the City in reporting to the State of Florida.
- Provide a weekly status of performance and compliance reporting.
- Support, review, recommend, and consult about all aspects of plant operations and maintenance, permit compliance, laboratory procedures, quality control, process controls, documentation, management systems, training, and other issues that may be identified.
- Technical data review of operating systems with recommendations for operating the lime softening, nano filtration, and RO processes. Assist with the coordination of daily activities including maintenance, meetings, budget and project management [Capital Improvements Plan (CIP), Repair and Replacement (R&R) and Operations and Maintenance (O&M)].
- Assess and optimize current process conditions to improve plant performance.
- Provide mentoring to operations staff on industry best practices and technical training.

2. Provide a temporary Maintenance Coordinator to coordinate maintenance activities at the WTP, which are part of duties that are normally handled by the vacated Maintenance Superintendent, with the following duties:

- Assist with the coordination of planned and corrective maintenance activities at the plant, including identifying needs, suggesting priorities, assisting in coordination including identifying parts, components, or materials, vendors' support, etc. - This is in coordination and support from the City's supervisory/management staff.
- Ensure City's/Department management staff is aware of maintenance-related issues that require urgent or emergency attention as related to safety, service, and compliance.
- Assist with the procurement process to expedite maintenance activities and execution of projects, such as developing scopes of work, obtaining parts and equipment specifications, contacting vendors and suppliers, coordinating visits, obtaining quotes and assisting in the procurement coordination with the City's staff and departments, including Procurement.
- Train staff in the best maintenance practices and techniques, including safety.
- Recommend implementing or modifying maintenance activities, focusing on critical equipment that may significantly impact on the operation.
- Near the end of the contract period, assist the City in recommending training guidelines for staff as needed for an effective transition of management and oversight.

Additionally, the term of the Work Authorization is requested to be extended through October 11, 2026.

**Recommendation**

It is recommended that the City Commission approve the Third Amendment to the Contract with Jacobs Engineering for continuing consulting services related to the Operations and Administrative Consulting Support Services at the West Water Treatment Plant.

**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO THE WORK AUTHORIZATION WITH JACOBS ENGINEERING GROUP, INC., TO PROVIDE CONTINUING ENGINEERING OPERATIONS AND ADMINISTRATIVE CONSULTING SUPPORT SERVICES INCLUSIVE OF ADDITIONAL SUPPORT STAFF FOR THE WEST WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$91,225.00, FOR A TOTAL AGGREGATE COST OF \$587,115.00; PROVIDING FOR CONFLICTS, IMPLEMENTATION AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Deerfield Beach (the “City”) and Jacobs Engineering Group, Inc. (the “Consultant”) entered into a master CCNA continuing services contracted April 12, 2021, pursuant to RFQ #21-11-IG (the “Continuing Contract”), which was renewed for a second one-year period expiring on April 11, 2026 and extended through October 11, 2026; and

**WHEREAS**, on August 5, 2025, the City and Consultant entered into a Work Authorization (the “Work Authorization”) for Consultant to provide professional engineering operations and administrative consulting support services at the West Water Treatment Plant (the “Services”) for a three month period, which was set to expire on November 5, 2025; and

**WHEREAS**, on November 4, 2025, the City Commission adopted Resolution No. 2025/193, which authorized execution of an amendment to the Work Authorization for Consultant to provide continued engineering operations and administrative consulting services for an additional 90 day period, in a total aggregate cost not to exceed \$276,808.00; and

**WHEREAS**, on March 31, 2026, the City Commission adopted Resolution No. 2026/039, which authorized execution of a second amendment to the Work Authorization for Consultant to provide continuing engineering operations and administrative services and to provide additional support staff through July 31, 2026, in an total aggregate amount not to exceed \$495,890.00; and

**WHEREAS**, the Water Plant Manager and the Water Plant Maintenance Supervisor positions still remain vacant and there is an operational need for continuing assistance by the Consultant while City proceeds to fill such positions; and

**WHEREAS**, due to the operational and administrative needs of the Department of Environmental Services, it has been determined that the Consultant’s Services need to be extended to October 11, 2026, in order for Consultant to continue to provide the Services and the additional support staff services; and

**WHEREAS**, staff recommends that the City Commission approve and authorize execution of the third amendment to the Work Authorization with Consultant, attached as Exhibit “1”, (the “Third Amendment”) in order for Consultant to provide the Services in an



amount not to exceed \$91,225.00, for a total aggregate amount of \$587,115.00, inclusive of costs and expenses.

**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 Third Amendment to the Work Authorization with the Consultant, attached as Exhibit “1”, in an amount not to exceed \$91,225.00, for total aggregate Work Authorization amount not to exceed \$587,115.00.

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

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK

**THIRD AMENDMENT TO THE WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND JACOBS ENGINEERING GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE OPERATIONS AND ADMINISTRATIVE CONSULTING SUPPORT SERVICES AT THE WEST WATER TREATMENT PLANT**

This Third Amendment (the “Third Amendment”) to the Work Authorization, dated August 5, 2025, is entered into as of August 1, 2026 (the “Effective Date”) by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the “City”) and Jacobs Engineering Group, Inc., a Florida Profit Corporation (the “Consultant”).

**RECITALS**

**WHEREAS**, the City and the Consultant entered into a master CCNA continuing services contract, dated 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 was renewed by the parties for a one-year period effective April 12, 2025 through April 11, 2026 and extended through October 11, 2026; and

**WHEREAS**, on August 5, 2025, the City and Consultant entered into a Work Authorization (the “Work Authorization”) for Consultant to provide professional engineering operations and administrative consulting support services at the West Water Treatment Plant for a three month period and the Work Authorization was scheduled to expire on November 5, 2025; and

**WHEREAS**, pursuant to Resolution No. 2025/193, the City and Consultant executed an Amendment to the Work Authorization for the Consultant to provide continuing engineering operations and administrative consulting services for an additional 90 day period through January 4, 2026, for a total aggregate cost not-to-exceed \$276,808.00; and

**WHEREAS**, pursuant to Resolution No. 2026/039, the City and Consultant executed a Second Amendment to the Work Authorization for the Consultant to provide additional continuing engineering operations and administrative consulting services and to provide additional support staff through July 31, 2026, for a total aggregate cost not-to-exceed of \$495,890.00; and

**WHEREAS**, the Water Plant Manager and the Water Plant Maintenance Supervisor positions still remain vacant and there is an operational need for continuing assistance by the Consultant; and

**WHEREAS**, due to the operational and administrative needs of the Department of Environmental Services, it has been determined that the Consultant’s services need to be extended to October 11, 2026, in order for Consultant to continue to provide the services pursuant to the Work Authorization and this Third Amendment; and

**WHEREAS**, Consultant has provided City with a cost fee estimate for the continued services in an amount not-to-exceed \$91,225.00, whereby the total aggregate cost for the services under the Work Authorization, as amended, shall not exceed \$587,115.00.

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

1. That the above referenced "Whereas" clauses are true and correct and made a part of this Third Amendment.
2. This Amendment shall take effect as of August 1, 2026, thereby extending the Term of the Work Authorization (as amended) through October 11, 2026, unless terminated earlier pursuant to Section 5 of the Initial Work Authorization.
3. Section 3 of the Initial Work Authorization entitled "Compensation" is hereby amended as follows:

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed ~~\$495,890.00~~ \$587,115.00 as further detailed in Exhibit "A" of the Work Authorization and the attached Exhibit "A-1", which is hereby incorporated into this Work Authorization and shall control to the extent of any conflict with 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.

4. All other terms, conditions, and specifications of the Work Authorization shall remain in full force and effect, except as herein amended.

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

ATTEST:

\_\_\_\_\_  
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 Soroka, City Attorney

**CITY**

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

By: \_\_\_\_\_  
Rodney Brimlow, City Manager

Date: \_\_\_\_\_, 2026.

**THIRD AMENDMENT TO THE WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH  
AND JACOBS ENGINEERING GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES  
RELATED TO THE OPERATIONS AND ADMINISTRATIVE CONSULTING SUPPORT SERVICES  
AT THE WEST WATER TREATMENT PLANT**

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**CONSULTANT**

Jacobs Engineering Group, Inc.

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026.

## **EXHIBIT A-1 AMENDED SCOPE OF SERVICES**

Consultant shall provide professional engineering services for Operations Consulting support for the West Water Treatment Plant as follows:

### **1. INTRODUCTION**

As part of a previous Work Authorization, Jacobs Engineering Group Inc. (Jacobs), is providing Operations Consulting services at the City of Deerfield Beach's (CITY) West WTP, which was approved by Commission on August 5<sup>th</sup>, 2025 pursuant to Resolution No. 2025/132. On November 4, 2025, the City Commission approved Resolution No. 2025/193, which extended the services for an additional 90-day period. Subsequently, on March 31, 2026, the City Commission approved Resolution No. 2026/039, which authorized the execution of a Second Amendment to the Work Authorization to extend the services until July 31, 2026.

Due to the Department of Environmental Services continued operational needs as the vacancies have not been filled, the CITY has requested that Jacobs continue to provide the Services as set forth below until October 11, 2026.

The scope of services is further described below with the amended deliverable schedule, amendment compensation, and assumptions presented later in the document.

### **2. SCOPE OF SERVICES**

This part of the scope of services approved by City Commission on August 5<sup>th</sup>, 2025 (Resolution No. 2025/132), will remain unchanged. JEG will continue with assignment of an Interim Operations Consultant(s) who will provide consulting and advisory support to the West WTP with three distinct water treatment processes and related ancillary facilities:

- 7.5 MGD Lime Softening Water Treatment Process
- 13.1 MGD Nano-Filtration Water Treatment Process
- 3.0 MGD Reverse Osmosis Water Treatment Process

JEG will continue to designate a full-time Interim Operations Consultant with the following duties. This assistance may be provided by one or more individuals depending on their availability and the City's needs.

- Advise and consult with operations and CITY staff and make recommendations as it pertains to the effective operations of the water treatment plant with a cooperative objective to maintain continuity of existing operations of the water production processes.
- Report to the CITY's designated official for day-to-day operations of the water treatment plant and its internal processes.
- Hold a Florida Class "A" Certified Water Treatment Operator License and follow regulatory compliance standards.
- Follow average work schedule designated as 5-days per week at 8-hours per day.
- Review all reporting data for use by the CITY in reporting to the State of Florida.
- Provide a weekly status of performance and compliance reporting.

- Support, review, recommend, and consult about all aspects of plant operations and maintenance, permit compliance, laboratory procedures, quality control, process controls, documentation, management systems, training, and other issues that may be identified.
- Technical data review of operating systems with recommendations for operating the lime softening, nano filtration, and RO processes. Assist with the coordination of daily activities including maintenance, meetings, budget and project management [Capital Improvements Plan (CIP), Repair and Replacement (R&R) and Operations and Maintenance (O&M)].
- Assess and optimize current process conditions for improving plant performance.
- Provide mentoring to operations staff on industry best practices and technical training.
- Near the end of the contract period, assist the CITY in recommending training guidelines for staff as needed for an effective transition of management and oversight.
- 

In addition to the above, pursuant to the Second Amendment to the Work Authorization, the continued assistance to coordinate maintenance activities at the WTP, which are part of duties that are normally handled by the vacated Maintenance Superintendent is still required.

A temporary Maintenance Coordinator will:

- Assist with the coordination of planned and corrective maintenance activities at the plant including identifying needs, suggesting priorities, assisting in coordination including identifying parts, components, or materials, vendors' support, etc. This is in coordination and support from the City's supervisory/management staff.
- Ensure City's/Department management staff is aware of maintenance-related issues that require urgent or emergency attention as related to safety, service, and compliance.
- Assist with the procurement process to expedite maintenance activities and execution of projects such as developing scopes of work, obtaining parts and equipment specifications, contacting vendors and suppliers, coordinating visits, obtaining quotes and assisting in the procurement coordination with the City's staff and Departments including Procurement.
- Train staff in the best maintenance practices and techniques, including safety.
- Recommend implementing or modifying maintenance activities, focusing on critical equipment that may significantly impact on the operation.

### **3. SCHEDULE**

It is anticipated that JEG will provide the services noted above for three (3) additional months from the start date of this Agreement. It is anticipated that services will be completed by October 11<sup>th</sup>, 2026.

### **4. COMPENSATION**

The estimated cost for the additional three month extended services is in an amount not to exceed \$91,225.00. The new estimated aggregate amount for all services is \$587,115. The services will be provided on a Time and Materials basis at a raw labor multiplier rate of 2.50. The labor portion is estimated at \$566,535. CITY shall pay for reasonable travel and direct expenses without markup for full-time temporary staff. These costs are currently estimated at \$20,580.

## 5. ASSUMPTIONS

City will assign a project manager who will be JEG's counterpart. JEG will reasonably rely upon the accuracy and completeness of the information/data provided by CITY or third parties, without independent verification.

JEG 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. JEG 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. JEG 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.
- JEG 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. JEG shall have no responsibility or liability for the security of the System and CITY shall indemnify and hold JEG harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of the System at any time regardless of the source or cause thereof.

**WTP OPERATIONS CONSULTING SERVICES  
COMPREHENSIVE FEE ESTIMATE**

| Task                                                                                             | Operations<br>Consultant | Operations<br>Consultant<br>(WTP Manager) | Accounting<br>Support | Subtotal Hours<br>(-) | Subtotal (\$) | Expenses<br>Task (\$) | Subtotal<br>Task (\$) |
|--------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------------|-----------------------|-----------------------|---------------|-----------------------|-----------------------|
| <i>Hourly Rate</i>                                                                               | \$257.20                 | -                                         | \$92.50               |                       |               |                       |                       |
| <b>Operations Consulting<br/>Services</b>                                                        | 520                      | -                                         | 4                     | 524                   | \$134,114     | \$ 4,290              | \$138,404             |
| <b>Additional Operations<br/>Consulting Services,<br/>AMENDMENT 1</b>                            | 520                      | -                                         | 4                     | 524                   | \$134,114     | \$ 4,290              | \$138,404             |
| Task                                                                                             | Operations<br>Consultant | Operations<br>Consultant<br>(WTP Manager) | Accounting<br>Support | Subtotal Hours<br>(-) | Subtotal (\$) | Expenses Task (\$)    | Subtotal Task (\$)    |
| <i>Hourly Rate</i>                                                                               | \$263.64                 | \$179.51                                  | \$92.50               |                       |               |                       |                       |
| <b>Additional Operations<br/>Consulting Services,<br/>AMENDMENT 2</b>                            | 480                      | 480                                       | 4                     | 964                   | \$213,082     | \$ 6,000              | \$219,082             |
| <b>Additional Operations<br/>Consulting Services,<br/>AMENDMENT 3</b>                            | 200                      | 180                                       | 2                     | 382                   | \$85,225      | \$ 6,000              | \$91,225              |
| <b>NEW TOTAL FEE</b><br><i>(inclusive of Original Fee,<br/>Amendment 1,<br/>and Amendment 2)</i> | 1720                     | 660                                       | 14                    | 2394                  | \$566,535     | \$ 20,580             | \$587,115             |





# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-370

**Agenda Date:** 8/4/2026

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #26-007 for generator maintenance and repair services on an as-needed basis to the three responsive and responsible bidders; authorizing execution of contracts with the three lowest priced responsive and responsible bidders for a three-year term with two, one year renewal options; providing for implementation and an effective date. (Funds from multiple accounts)**

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Fiscal Impact

Costs: \$120,000

Account Name: Facilities Management / Other Contractual Service

Account Number: 100-100-340-1906-000-51900-503299

Secondary Account Name: Utilities Maintenance / Other Contractual Service

Secondary Account Number: 401-300-360-3603-000-53600-503299

Third Account Name: Water Plant / Other Contractual Service

Third Account Number: 401-300-360-3602-000-53600-503299

### Background/History

There are currently 46 generators within the City of Deerfield Beach operations. These generators include stationary generators for buildings, including the West Water Plant, City Hall, Fire Stations, etc. Generators also include portable generators used in wastewater management functions.

The contract for generator maintenance and repair services is currently held by Cummins Generators. This contract was extended from the original expiration to October 28, 2026, or until the new contract is awarded.

### Current Activity

In March 2026, the Procurement and Contract Administration Division (the "Division") issued Invitation to Bid No. 26-007 (the "ITB") seeking qualified vendors to provide generator maintenance and repair services for the following summarized scope of work:

The selected contractors are tasked with providing all labor, materials, equipment, and insurance required for the ongoing preventative maintenance and emergency repair of the City's generator

fleets.

- Emergency Response Standards: Contractors must provide 24/7 emergency services. They are required to acknowledge and confirm dispatch within 2 hours of notification, arrive on-site within 6 hours under normal conditions, and never exceed a maximum 12-hour arrival window.
- Stationary Generator PM Schedule:
  - Annual Major PM: Conducted in June (includes oil/filter changes, coolant flushes, component inspections, and 30-minute load testing).
  - Semi-Annual Minor PM: Conducted in December (includes general system, fluid, and battery checks under no load).
- Portable Generator PM Schedule:
  - Annual Major PM: Conducted in March (includes full service with a 2-hour load banking).
  - Quarterly Minor PM: Conducted in June, September, and December.
- Operational Rules: Work must comply with Original Equipment Manufacturer (OEM) standards. Contractors are fully responsible for the proper cleanup and disposal of hazardous materials and waste in accordance with local, state, and federal regulations.
- On April 10, 2026, the Division opened the four bid responses and reviewed the bid responses to ensure they met the ITB requirements. Subsequently, the Division reviewed the bid responses with the Department of Environmental Services and determined that the ITB should be awarded to three of the bidders. Pursuant to the terms of the ITB, the City reserved the right to award separate contracts to multiple bidders on an as-needed basis.

## **Recommendation**

The Division and City Staff recommend that the City Commission approve the award of ITB 26-007 to the three apparent lowest priced responsive and responsible bidders, and authorize execution of agreements with each of the three lresponsive and responsible bidders as follows: (1) Megawattage Generators, LLC as the Primary Contractor, (2) 360° Energy Solutions, LLC, as the Secondary Contractor; and (3)TAW Power Systems, Inc. as the Tertiary Contractor.

**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #26-007 FOR GENERATOR MAINTENANCE AND REPAIR SERVICES ON AN AS NEEDED BASIS TO THE THREE RESPONSIVE AND RESPONSIBLE BIDDERS; AUTHORIZING EXECUTION OF CONTRACTS WITH THE THREE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDERS FOR A THREE YEAR TERM WITH TWO, ONE YEAR RENEWAL OPTIONS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City issued Invitation for Bid #26-007 (the "ITB") seeking qualified vendors to provide Generator maintenance and repair services as specified in the ITB (collectively, the "Services"); and

**WHEREAS**, the ITB was advertised in the legal notices section of Broward County's designated website on March 13, 2026, and the notice was sent to 27 prospective vendors via the e-Procurement Marketplace with 11 vendors viewing the ITB documents; and

**WHEREAS**, on April 10, 2026, at 2:00 p.m., the ITB due date and time, the Procurement and Contract Administration Division (the "Division") opened the four bid responses that were timely received, and reviewed the bids to ensure that they met the ITB requirements; and

**WHEREAS**, pursuant to the terms of the ITB, the City reserves the right to award separate contracts to multiple bidders and the Services will be provided on an as needed basis; and

**WHEREAS**, the Division reviewed the four bids submitted and it was determined that the three apparent lowest priced responsive and responsible bidders were: Megawattage Generators, LLC ("Megawattage"), 360° Energy Solutions, LLC ("360° Energy"), and TAW Power Systems, Inc. ("TAW"), (collectively the "Responsive Bidders"); and

**WHEREAS**, after reviewing the bids from the Responsive Bidders, it was determined by the Division and City staff that it would be in the best interest of the City to award the bid to all three Responsive Bidders, with Megawattage as the primary contractor, 360° Energy as the secondary contractor, and TAW as the tertiary contractor; and

**WHEREAS**, the Division recommends that the City Commission approve the award of the ITB to the three Responsive Bidders, and authorize the execution of contracts with each of the three Responsive Bidders for a three-year term, with two (2) additional one-year renewal options, for the Services on an as needed basis pursuant to the terms of the ITB (collectively, the "Contracts").

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

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

**Section 2.** The City Commission hereby approves the award of the ITB to the three Responsive Bidders for the Services on an as needed basis, with Megawattage as the primary contractor, 360° Energy as the secondary contractor, and TAW as the tertiary contractor.

**Section 3.** The City Manager is hereby authorized to execute the Contracts with the three Responsive Bidders for the Services on an as needed basis based upon the terms and conditions of the ITB, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK



# Memorandum

**TO:** Chad Grecsek, Municipal Services Director  
Yaroslav Concepcion, Environmental Services Director

**FROM:** Eddyson Etienne, Senior Buyer

**THRU:** Oleg Gorokhovsky, Chief Financial Officer

**DATE:** July 23, 2026

**SUBJECT:** Generator Maintenance and Repair Services, ITB #26-007

---

The Procurement and Contract Administration Division issued an Invitation to Bid (ITB) for Generator Maintenance and Repair Services, ITB #26-007. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On March 13, 2026, the ITB was advertised in the legal notices section of the Broward County Website. The notice was sent to Twenty-Seven (27) prospective Offerors via the eProcurement Marketplace.
- Eleven (11) vendors viewed the ITB document.
- Addendum No. 1 was issued to update the emergency service response language. The addendum was posted to the eProcurement Marketplace and acknowledged by the bidders.
- On April 10, 2026 at 2:00 p.m. ET, the Procurement and Contract Administration Division closed and unsealed four (4) responses from the following bidders: Megawattage Generators LLC, 360 Energy Solutions LLC, TAW Power Systems, Inc., and Motor-Services Hugo Stamp, Inc. The bid opening was held virtually via Microsoft Teams. The responses were reviewed by the Procurement and Contract Administration Division to ensure the responses met the ITB requirements.
- The bid allows for award to multiple bidders.
- The Procurement and Contract Administration Division reviewed the responses received and determined that Megawattage Generators LLC, 360 Energy Solutions LLC, and TAW Power Systems, Inc. each submitted responsive and responsible bids. No local business preference was applied, as all bidders are non-local under City Code Section 38.
- The Procurement and Contract Administration Division discussed the responses with the Department of Environmental Services. Yaroslav Concepcion, Environmental Services Director, concurred with the award recommendation and confirmed that the recommended bidders meet all the requirements of the ITB.

- Reference checks were conducted on Megawattage Generators LLC, 360 Energy Solutions LLC, and TAW Power Systems, Inc., which revealed positive ratings.
- The term of the agreement going to Commission shall be an initial period of three (3) years, with the option to renew for two (2) additional one (1) year renewal terms.
- Documentation related to this solicitation may be obtained by e-mailing [eetienne@deerfield-beach.com](mailto:eetienne@deerfield-beach.com). You may contact the Procurement and Contract Administration Division at 954- 250-4039 with any questions.

In summary, Megawattage Generators LLC, 360° Energy Solutions Corp, and TAW Power Systems, Inc. are deemed to be responsive and responsible bidders and meet the ITB requirements. The bid allows for award to multiple bidders. Therefore, it is recommended that the City award ITB 26-007, Generator Maintenance and Repair Services, to the companies as follows: (1) Primary Contractor, Megawattage Generators LLC; (2) Secondary Contractor, 360 Energy Solutions LLC; and (3) Third Contractor, TAW Power Systems, Inc., in the best interest of the City.

Please use this memorandum and all attachments as your backup for the next available City Commission meeting.

Att. Bid Tabulation, Scope of Work

|   |                                                                                                                                                                                            |     |          |           |            |            |                |              |                |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| 1 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler Generator, Model #1250RE0ZM, Serial #2093222, 1250 KW, Coolant Capacity 85 Gallon. Location:       |     |          |           |            |            |                |              |                |
|   | Supplier                                                                                                                                                                                   | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|   | Megawattage (Megawattage LLC                                                                                                                                                               | 1   | Lump Sum |           | \$5,562.80 | \$5,562.80 |                |              |                |
|   | TAW Power Systems, Inc.                                                                                                                                                                    | 1   | Lump Sum |           | \$6,565.00 | \$6,565.00 |                |              |                |
|   | 360° Energy Solutions Corp                                                                                                                                                                 | 1   | Lump Sum |           | \$6,751.14 | \$6,751.14 |                |              |                |
|   | Motor-Services Hugo Stamp, Inc                                                                                                                                                             | 1   | Lump Sum |           | \$8,790.00 | \$8,790.00 |                |              |                |
| 2 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #DFCB, Serial #L020444572, 300 KW. Coolant Capacity 16 Gallons, Location: BSO       |     |          |           |            |            |                |              |                |
|   | Supplier                                                                                                                                                                                   | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|   | Megawattage (Megawattage LLC                                                                                                                                                               | 1   | Lump Sum |           | \$2,258.16 | \$2,258.16 |                |              |                |
|   | TAW Power Systems, Inc.                                                                                                                                                                    | 1   | Lump Sum |           | \$2,700.00 | \$2,700.00 |                |              |                |
|   | 360° Energy Solutions Corp                                                                                                                                                                 | 1   | Lump Sum |           | \$3,732.48 | \$3,732.48 |                |              |                |
|   | Motor-Services Hugo Stamp, Inc                                                                                                                                                             | 1   | Lump Sum |           | \$4,233.00 | \$4,233.00 |                |              |                |
| 3 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #30.ODDA-15R/19754D, Serial #E800505122, 30 KW, Coolant Capacity 5 Gallon.          |     |          |           |            |            |                |              |                |
|   | Supplier                                                                                                                                                                                   | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|   | 360° Energy Solutions Corp                                                                                                                                                                 | 1   | Lump Sum |           | \$1,627.57 | \$1,627.57 |                |              |                |
|   | Megawattage (Megawattage LLC                                                                                                                                                               | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
|   | TAW Power Systems, Inc.                                                                                                                                                                    | 1   | Lump Sum |           | \$1,860.00 | \$1,860.00 |                |              |                |
|   | Motor-Services Hugo Stamp, Inc                                                                                                                                                             | 1   | Lump Sum |           | \$2,305.00 | \$2,305.00 |                |              |                |
| 4 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #DGDB-5741757, Serial #J050840908, 100 KW, Coolant Capacity 6 Gallon. Location:     |     |          |           |            |            |                |              |                |
|   | Supplier                                                                                                                                                                                   | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|   | Megawattage (Megawattage LLC                                                                                                                                                               | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
|   | 360° Energy Solutions Corp                                                                                                                                                                 | 1   | Lump Sum |           | \$2,016.32 | \$2,016.32 |                |              |                |
|   | TAW Power Systems, Inc.                                                                                                                                                                    | 1   | Lump Sum |           | \$2,080.00 | \$2,080.00 |                |              |                |
|   | Motor-Services Hugo Stamp, Inc                                                                                                                                                             | 1   | Lump Sum |           | \$2,842.00 | \$2,842.00 |                |              |                |
| 5 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3406B, Serial #4RG00483, 150 KW, Coolant Capacity 16 Gallon. Location: City |     |          |           |            |            |                |              |                |
|   | Supplier                                                                                                                                                                                   | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|   | Megawattage (Megawattage LLC                                                                                                                                                               | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
|   | TAW Power Systems, Inc.                                                                                                                                                                    | 1   | Lump Sum |           | \$2,170.00 | \$2,170.00 |                |              |                |
|   | 360° Energy Solutions Corp                                                                                                                                                                 | 1   | Lump Sum |           | \$2,825.08 | \$2,825.08 |                |              |                |
|   | Motor-Services Hugo Stamp, Inc                                                                                                                                                             | 1   | Lump Sum |           | \$3,254.50 | \$3,254.50 |                |              |                |
| 6 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #17.5RDJF-3CR/1567AA, Serial #E770234082, 20 KW, Coolant Capacity 4 Gallon.         |     |          |           |            |            |                |              |                |
|   | Supplier                                                                                                                                                                                   | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|   | Motor-Services Hugo Stamp, Inc                                                                                                                                                             | 1   | Lump Sum |           | \$1,562.50 | \$1,562.50 |                |              |                |
|   | 360° Energy Solutions Corp                                                                                                                                                                 | 1   | Lump Sum |           | \$1,612.43 | \$1,612.43 |                |              |                |
|   | Megawattage (Megawattage LLC                                                                                                                                                               | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
|   | TAW Power Systems, Inc.                                                                                                                                                                    | 1   | Lump Sum |           | \$1,835.00 | \$1,835.00 |                |              |                |
| 7 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler/John Deere, Model #100REOZJF, Serial #PE4045N040758, 100KW. Location: Fire Station #75, 71 SE      |     |          |           |            |            |                |              |                |
|   | Supplier                                                                                                                                                                                   | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|   | 360° Energy Solutions Corp                                                                                                                                                                 | 1   | Lump Sum |           | \$637.20   | \$637.20   |                |              |                |
|   | Megawattage (Megawattage LLC                                                                                                                                                               | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
|   | TAW Power Systems, Inc.                                                                                                                                                                    | 1   | Lump Sum |           | \$2,080.00 | \$2,080.00 |                |              |                |
|   | Motor-Services Hugo Stamp, Inc                                                                                                                                                             | 1   | Lump Sum |           | \$2,770.00 | \$2,770.00 |                |              |                |
| 8 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler Generator, Model #80RPZJ71, Serial #193389, 80 KW, Coolant Capacity 4.50 Gallon. Location:         |     |          |           |            |            |                |              |                |
|   | Supplier                                                                                                                                                                                   | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|   | Megawattage (Megawattage LLC                                                                                                                                                               | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |

|                                |   |          |            |            |
|--------------------------------|---|----------|------------|------------|
| 360° Energy Solutions Corp     | 1 | Lump Sum | \$2,005.96 | \$2,005.96 |
| TAW Power Systems, Inc.        | 1 | Lump Sum | \$2,080.00 | \$2,080.00 |
| Motor-Services Hugo Stamp, Inc | 1 | Lump Sum | \$2,527.00 | \$2,527.00 |

**9 Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler Generator, Model #400RE0ZDC, Serial #2117869, 415 KW, Coolant Capacity 10 Gallons.**

| Supplier                       | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | Lump Sum |           | \$2,258.16 | \$2,258.16 |                |              |                |
| TAW Power Systems, Inc.        | 1   | Lump Sum |           | \$2,880.00 | \$2,880.00 |                |              |                |
| 360° Energy Solutions Corp     | 1   | Lump Sum |           | \$3,147.49 | \$3,147.49 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | Lump Sum |           | \$4,401.00 | \$4,401.00 |                |              |                |

**10 Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3512, Serial #1KZ00446, 1239 KW, Coolant Capacity 90 Gallons. Location:**

| Supplier                       | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | Lump Sum |           | \$5,562.80 | \$5,562.80 |                |              |                |
| TAW Power Systems, Inc.        | 1   | Lump Sum |           | \$6,715.00 | \$6,715.00 |                |              |                |
| 360° Energy Solutions Corp     | 1   | Lump Sum |           | \$8,565.04 | \$8,565.04 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | Lump Sum |           | \$8,900.00 | \$8,900.00 |                |              |                |

**11 Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3512, Serial #1KZ00732, 1239 KW, Coolant Capacity 90 Gallons. Location:**

| Supplier                       | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | Lump Sum |           | \$5,562.80 | \$5,562.80 |                |              |                |
| TAW Power Systems, Inc.        | 1   | Lump Sum |           | \$6,715.00 | \$6,715.00 |                |              |                |
| 360° Energy Solutions Corp     | 1   | Lump Sum |           | \$8,565.04 | \$8,565.04 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | Lump Sum |           | \$8,900.00 | \$8,900.00 |                |              |                |

**12 Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #C15, Serial #JRE09973, 328 KW, Coolant Capacity 6 Gallons. Location: West**

| Supplier                       | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | Lump Sum |           | \$2,258.16 | \$2,258.16 |                |              |                |
| TAW Power Systems, Inc.        | 1   | Lump Sum |           | \$2,700.00 | \$2,700.00 |                |              |                |
| 360° Energy Solutions Corp     | 1   | Lump Sum |           | \$3,095.08 | \$3,095.08 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | Lump Sum |           | \$4,265.00 | \$4,265.00 |                |              |                |

**13 Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #C18, Serial #FST01654, 600 KW, Coolant Capacity 6 Gallons. Location:**

| Supplier                       | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | Lump Sum |           | \$2,258.16 | \$2,258.16 |                |              |                |
| 360° Energy Solutions Corp     | 1   | Lump Sum |           | \$3,157.70 | \$3,157.70 |                |              |                |
| TAW Power Systems, Inc.        | 1   | Lump Sum |           | \$3,270.00 | \$3,270.00 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | Lump Sum |           | \$5,059.00 | \$5,059.00 |                |              |                |

**14 Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3208, Serial #30A07488, 200.5 KW, Coolant Capacity 6 Gallons. Location:**

| Supplier                       | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
| 360° Energy Solutions Corp     | 1   | Lump Sum |           | \$2,396.39 | \$2,396.39 |                |              |                |
| TAW Power Systems, Inc.        | 1   | Lump Sum |           | \$2,450.00 | \$2,450.00 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | Lump Sum |           | \$3,394.50 | \$3,394.50 |                |              |                |

**15 Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3208, Serial #30A07489, 200.5 KW, Coolant Capacity 6 Gallons. Location:**

| Supplier                       | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
| 360° Energy Solutions Corp     | 1   | Lump Sum |           | \$2,396.39 | \$2,396.39 |                |              |                |
| TAW Power Systems, Inc.        | 1   | Lump Sum |           | \$2,450.00 | \$2,450.00 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | Lump Sum |           | \$3,394.50 | \$3,394.50 |                |              |                |



|    |                                                                                                                                                                                         |     |          |           |            |            |                |              |                |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| 16 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #C18, Serial #EST01066, 671 KW, Coolant Capacity 6 Gallons. Location: FA- |     |          |           |            |            |                |              |                |
|    | Supplier                                                                                                                                                                                | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|    | Megawattage (Megawattage LLC                                                                                                                                                            | 1   | Lump Sum |           | \$2,258.16 | \$2,258.16 |                |              |                |
|    | 360° Energy Solutions Corp                                                                                                                                                              | 1   | Lump Sum |           | \$3,157.70 | \$3,157.70 |                |              |                |
|    | TAW Power Systems, Inc.                                                                                                                                                                 | 1   | Lump Sum |           | \$3,570.00 | \$3,570.00 |                |              |                |
|    | Motor-Services Hugo Stamp, Inc                                                                                                                                                          | 1   | Lump Sum |           | \$5,059.00 | \$5,059.00 |                |              |                |

|    |                                                                                                                                                                                     |     |          |           |            |            |                |              |                |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| 17 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on John Deere Generator, Model #6068HFG85, Serial #PE6068N014599, 200 KW, Coolant Capacity 6 Gallons. |     |          |           |            |            |                |              |                |
|    | Supplier                                                                                                                                                                            | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|    | Megawattage (Megawattage LLC                                                                                                                                                        | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
|    | 360° Energy Solutions Corp                                                                                                                                                          | 1   | Lump Sum |           | \$2,068.97 | \$2,068.97 |                |              |                |
|    | TAW Power Systems, Inc.                                                                                                                                                             | 1   | Lump Sum |           | \$2,452.00 | \$2,452.00 |                |              |                |
|    | Motor-Services Hugo Stamp, Inc                                                                                                                                                      | 1   | Lump Sum |           | \$3,239.50 | \$3,239.50 |                |              |                |

|    |                                                                                                                                                                                     |     |          |           |            |            |                |              |                |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| 18 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler/John Deere Generator, Model #300REOZJ, Serial #RG6090L147816, 300 KW. Location: Braithwaite |     |          |           |            |            |                |              |                |
|    | Supplier                                                                                                                                                                            | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|    | Megawattage (Megawattage LLC                                                                                                                                                        | 1   | Lump Sum |           | \$2,258.16 | \$2,258.16 |                |              |                |
|    | TAW Power Systems, Inc.                                                                                                                                                             | 1   | Lump Sum |           | \$2,700.00 | \$2,700.00 |                |              |                |
|    | 360° Energy Solutions Corp                                                                                                                                                          | 1   | Lump Sum |           | \$2,738.26 | \$2,738.26 |                |              |                |
|    | Motor-Services Hugo Stamp, Inc                                                                                                                                                      | 1   | Lump Sum |           | \$4,145.00 | \$4,145.00 |                |              |                |

|    |                                                                                                                                                                                   |     |          |           |            |            |                |              |                |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| 19 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on MTU/Rolls-Royce Generator, Model #mtu4R0120 DS100, Serial #924.942 U1 432.223, 105 KW. Location: |     |          |           |            |            |                |              |                |
|    | Supplier                                                                                                                                                                          | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|    | Megawattage (Megawattage LLC                                                                                                                                                      | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
|    | 360° Energy Solutions Corp                                                                                                                                                        | 1   | Lump Sum |           | \$1,792.20 | \$1,792.20 |                |              |                |
|    | TAW Power Systems, Inc.                                                                                                                                                           | 1   | Lump Sum |           | \$2,105.00 | \$2,105.00 |                |              |                |
|    | Motor-Services Hugo Stamp, Inc                                                                                                                                                    | 1   | Lump Sum |           | \$2,959.00 | \$2,959.00 |                |              |                |

|    |                                                                                                                                                                                    |     |          |           |            |            |                |              |                |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| 20 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Generac/Perkins Generator, Model #SD600, Serial #JGDF5335NO7093F, 600 KW. Location: Bernard Adams |     |          |           |            |            |                |              |                |
|    | Supplier                                                                                                                                                                           | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|    | Megawattage (Megawattage LLC                                                                                                                                                       | 1   | Lump Sum |           | \$2,258.16 | \$2,258.16 |                |              |                |
|    | 360° Energy Solutions Corp                                                                                                                                                         | 1   | Lump Sum |           | \$3,045.94 | \$3,045.94 |                |              |                |
|    | TAW Power Systems, Inc.                                                                                                                                                            | 1   | Lump Sum |           | \$3,570.00 | \$3,570.00 |                |              |                |
|    | Motor-Services Hugo Stamp, Inc                                                                                                                                                     | 1   | Lump Sum |           | \$5,164.00 | \$5,164.00 |                |              |                |

|    |                                                                                                                                                                                       |     |          |           |            |            |                |              |                |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|------------|------------|----------------|--------------|----------------|
| 21 | Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Generac/Perkins Generator, Model #SD80, Serial #F4GE9485AJ602, 80 KW. Location: Broward Sheriff Fire |     |          |           |            |            |                |              |                |
|    | Supplier                                                                                                                                                                              | QTY | UOM      | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|    | Megawattage (Megawattage LLC                                                                                                                                                          | 1   | Lump Sum |           | \$1,786.60 | \$1,786.60 |                |              |                |
|    | 360° Energy Solutions Corp                                                                                                                                                            | 1   | Lump Sum |           | \$2,005.96 | \$2,005.96 |                |              |                |
|    | TAW Power Systems, Inc.                                                                                                                                                               | 1   | Lump Sum |           | \$2,080.00 | \$2,080.00 |                |              |                |
|    | Motor-Services Hugo Stamp, Inc                                                                                                                                                        | 1   | Lump Sum |           | \$2,540.00 | \$2,540.00 |                |              |                |

|    |                                                                                                                                                                                      |     |          |           |             |             |                                      |              |                |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------|-------------|-------------|--------------------------------------|--------------|----------------|
| 22 | <strong data-path-to-node="13" data-index-in-node="111">Portable Fleet   <span data-path-to-node="3,0,1,0">Annual preventive maintenance for the portable generator fleet, including |     |          |           |             |             |                                      |              |                |
|    | Supplier                                                                                                                                                                             | QTY | UOM      | Estimated | Price       | Extended    | Supplier Notes                       | Manufacturer | Manufacturer # |
|    | Megawattage (Megawattage LLC                                                                                                                                                         | 1   | Lump Sum |           | \$750.00    | \$750.00    |                                      |              |                |
|    | 360° Energy Solutions Corp                                                                                                                                                           | 1   | Lump Sum |           | \$37,611.90 | \$37,611.90 |                                      |              |                |
|    | TAW Power Systems, Inc.                                                                                                                                                              | 1   | Lump Sum |           | \$52,375.00 | \$52,375.00 | PRICE IS LUMP SUM FOR 25 TOWABLE/POR |              |                |
|    | Motor-Services Hugo Stamp, Inc                                                                                                                                                       | 1   | Lump Sum |           | \$56,003.00 | \$56,003.00 |                                      |              |                |

|    |                                                                                                                                                                                      |     |     |           |          |          |                |              |                |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----------|----------|----------|----------------|--------------|----------------|
| 23 | <strong data-path-to-node="13" data-index-in-node="111">Portable Fleet   <strong data-path-to-node="3,1,1,0" data-index-in-node="0">Minor Portable PM Quarterly Service (June, Sept, |     |     |           |          |          |                |              |                |
|    | Supplier                                                                                                                                                                             | QTY | UOM | Estimated | Price    | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|    | TAW Power Systems, Inc.                                                                                                                                                              | 3   | ea  |           | \$175.00 | \$525.00 |                |              |                |
|    | 360° Energy Solutions Corp                                                                                                                                                           | 3   | ea  |           | \$187.50 | \$562.50 |                |              |                |

|                                  |    |             |             |
|----------------------------------|----|-------------|-------------|
| Megawattage (Megawattage LLC 3   | ea | \$750.00    | \$2,250.00  |
| Motor-Services Hugo Stamp, Inc 3 | ea | \$24,750.00 | \$74,250.00 |

|                                  |                                                                                                                                                                                                         |            |                  |              |                 |                                               |                     |                       |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|--------------|-----------------|-----------------------------------------------|---------------------|-----------------------|
| <b>24</b>                        | <b>&lt;strong data-path-to-node="13" data-index-in-node="278"&gt;Batteries   &lt;span data-path-to-node="6,0,1,0"&gt;Firm, fixed price for labor and materials to replace generator batteries every</b> |            |                  |              |                 |                                               |                     |                       |
| <b>Supplier</b>                  | <b>QTY</b>                                                                                                                                                                                              | <b>UOM</b> | <b>Estimated</b> | <b>Price</b> | <b>Extended</b> | <b>Supplier Notes</b>                         | <b>Manufacturer</b> | <b>Manufacturer #</b> |
| Megawattage (Megawattage LLC 1   | ea                                                                                                                                                                                                      |            |                  | \$700.00     | \$700.00        |                                               |                     |                       |
| 360° Energy Solutions Corp       | 1                                                                                                                                                                                                       | ea         |                  | \$782.96     | \$782.96        |                                               |                     |                       |
| Motor-Services Hugo Stamp, Inc 1 | ea                                                                                                                                                                                                      |            |                  | \$900.00     | \$900.00        | Price of \$900.00 is for the larger 1200Kw un |                     |                       |
| TAW Power Systems, Inc.          | 1                                                                                                                                                                                                       | ea         |                  | \$950.00     | \$950.00        |                                               |                     |                       |

|                                  |                                                                                                                                                                                                       |            |                  |              |                 |                                              |                     |                       |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|--------------|-----------------|----------------------------------------------|---------------------|-----------------------|
| <b>25</b>                        | <b>&lt;strong data-path-to-node="13" data-index-in-node="435"&gt;Oil Sample Analysis and Reporting   Per-unit cost for preparing oil samples, performing analysis, and submitting written results</b> |            |                  |              |                 |                                              |                     |                       |
| <b>Supplier</b>                  | <b>QTY</b>                                                                                                                                                                                            | <b>UOM</b> | <b>Estimated</b> | <b>Price</b> | <b>Extended</b> | <b>Supplier Notes</b>                        | <b>Manufacturer</b> | <b>Manufacturer #</b> |
| Motor-Services Hugo Stamp, Inc 1 | ea                                                                                                                                                                                                    |            |                  | \$35.00      | \$35.00         | If done with one of the services. We can als |                     |                       |
| Megawattage (Megawattage LLC 1   | ea                                                                                                                                                                                                    |            |                  | \$40.00      | \$40.00         |                                              |                     |                       |
| 360° Energy Solutions Corp       | 1                                                                                                                                                                                                     | ea         |                  | \$75.00      | \$75.00         |                                              |                     |                       |
| TAW Power Systems, Inc.          | 1                                                                                                                                                                                                     | ea         |                  | \$185.00     | \$185.00        |                                              |                     |                       |

|                                  |                                                                                                                                                                                                       |            |                  |              |                 |                       |                     |                       |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|--------------|-----------------|-----------------------|---------------------|-----------------------|
| <b>26</b>                        | <b>&lt;strong data-path-to-node="13" data-index-in-node="435"&gt;Ancillary   &lt;span data-path-to-node="9,0,1,0"&gt;&lt;span data-path-to-node="9,0,1,0" data-index-in-node="0" class="citation-</b> |            |                  |              |                 |                       |                     |                       |
| <b>Supplier</b>                  | <b>QTY</b>                                                                                                                                                                                            | <b>UOM</b> | <b>Estimated</b> | <b>Price</b> | <b>Extended</b> | <b>Supplier Notes</b> | <b>Manufacturer</b> | <b>Manufacturer #</b> |
| Megawattage (Megawattage LLC 1   | hr                                                                                                                                                                                                    |            |                  | \$125.00     | \$125.00        |                       |                     |                       |
| TAW Power Systems, Inc.          | 1                                                                                                                                                                                                     | hr         |                  | \$150.00     | \$150.00        |                       |                     |                       |
| Motor-Services Hugo Stamp, Inc 1 | hr                                                                                                                                                                                                    |            |                  | \$170.00     | \$170.00        |                       |                     |                       |
| 360° Energy Solutions Corp       | 1                                                                                                                                                                                                     | hr         |                  | \$310.00     | \$310.00        |                       |                     |                       |

|                                  |                                                                                                                                                                                                        |            |                  |              |                 |                       |                     |                       |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|--------------|-----------------|-----------------------|---------------------|-----------------------|
| <b>27</b>                        | <b>&lt;strong data-path-to-node="13" data-index-in-node="435"&gt;Existing Equipment Removal  &lt;span data-path-to-node="9,0,1,0" class="citation-407"&gt;Hourly cost to remove existing generator</b> |            |                  |              |                 |                       |                     |                       |
| <b>Supplier</b>                  | <b>QTY</b>                                                                                                                                                                                             | <b>UOM</b> | <b>Estimated</b> | <b>Price</b> | <b>Extended</b> | <b>Supplier Notes</b> | <b>Manufacturer</b> | <b>Manufacturer #</b> |
| Megawattage (Megawattage LLC 1   | hr                                                                                                                                                                                                     |            |                  | \$125.00     | \$125.00        |                       |                     |                       |
| TAW Power Systems, Inc.          | 1                                                                                                                                                                                                      | hr         |                  | \$150.00     | \$150.00        |                       |                     |                       |
| Motor-Services Hugo Stamp, Inc 1 | hr                                                                                                                                                                                                     |            |                  | \$200.00     | \$200.00        |                       |                     |                       |
| 360° Energy Solutions Corp       | 1                                                                                                                                                                                                      | hr         |                  | \$270.00     | \$270.00        |                       |                     |                       |

|                                  |                                                                                                                                                                                                        |            |                  |              |                 |                                            |                     |                       |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|--------------|-----------------|--------------------------------------------|---------------------|-----------------------|
| <b>28</b>                        | <b> PE - Maintenance of Traffic (MOT) Plan  &lt;span data-path-to-node="9,0,1,0" class="citation-407"&gt;Services of a Florida-registered Professional Engineer to prepare and submit detailed MOT</b> |            |                  |              |                 |                                            |                     |                       |
| <b>Supplier</b>                  | <b>QTY</b>                                                                                                                                                                                             | <b>UOM</b> | <b>Estimated</b> | <b>Price</b> | <b>Extended</b> | <b>Supplier Notes</b>                      | <b>Manufacturer</b> | <b>Manufacturer #</b> |
| Motor-Services Hugo Stamp, Inc 1 | ea                                                                                                                                                                                                     |            |                  | \$500.00     | \$500.00        |                                            |                     |                       |
| TAW Power Systems, Inc.          | 1                                                                                                                                                                                                      | ea         |                  | \$1,000.00   | \$1,000.00      | Per Customer's response to question submil |                     |                       |
| 360° Energy Solutions Corp       | 1                                                                                                                                                                                                      | ea         |                  | \$1,250.00   | \$1,250.00      |                                            |                     |                       |
| Megawattage (Megawattage LLC 1   | ea                                                                                                                                                                                                     |            |                  | \$3,000.00   | \$3,000.00      |                                            |                     |                       |

|                                  |                                         |            |                  |              |                 |                       |                     |                       |
|----------------------------------|-----------------------------------------|------------|------------------|--------------|-----------------|-----------------------|---------------------|-----------------------|
| <b>29</b>                        | <b>Emergency Repairs to Generators.</b> |            |                  |              |                 |                       |                     |                       |
| <b>Supplier</b>                  | <b>QTY</b>                              | <b>UOM</b> | <b>Estimated</b> | <b>Price</b> | <b>Extended</b> | <b>Supplier Notes</b> | <b>Manufacturer</b> | <b>Manufacturer #</b> |
| Megawattage (Megawattage LLC 1   | hr                                      |            |                  | \$312.50     | \$312.50        |                       |                     |                       |
| 360° Energy Solutions Corp       | 1                                       | hr         |                  | \$370.00     | \$370.00        |                       |                     |                       |
| TAW Power Systems, Inc.          | 1                                       | hr         |                  | \$375.00     | \$375.00        |                       |                     |                       |
| Motor-Services Hugo Stamp, Inc 1 | hr                                      |            |                  | \$425.00     | \$425.00        |                       |                     |                       |

|                                  |                                                                                                                                            |            |                  |              |                 |                                        |                     |                       |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|--------------|-----------------|----------------------------------------|---------------------|-----------------------|
| <b>29.1</b>                      | <b>Hourly cost for emergency repairs to generators during normal business hours, Monday - Friday, 8 a.m. - 5 p.m., excluding holidays.</b> |            |                  |              |                 |                                        |                     |                       |
| <b>Supplier</b>                  | <b>QTY</b>                                                                                                                                 | <b>UOM</b> | <b>Estimated</b> | <b>Price</b> | <b>Extended</b> | <b>Supplier Notes</b>                  | <b>Manufacturer</b> | <b>Manufacturer #</b> |
| Megawattage (Megawattage LLC 1   | hr                                                                                                                                         |            |                  | \$125.00     | \$125.00        |                                        |                     |                       |
| 360° Energy Solutions Corp       | 1                                                                                                                                          | hr         |                  | \$135.00     | \$135.00        |                                        |                     |                       |
| TAW Power Systems, Inc.          | 1                                                                                                                                          | hr         |                  | \$150.00     | \$150.00        | M-F 7:30 am – 4:00 pm (S/T) \$150/Hour |                     |                       |
| Motor-Services Hugo Stamp, Inc 1 | hr                                                                                                                                         |            |                  | \$170.00     | \$170.00        |                                        |                     |                       |

|             |                                                                                                                                |  |  |  |  |  |  |  |
|-------------|--------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| <b>29.2</b> | <b>Hourly cost for emergency repairs to generators after normal business hours, including Evenings, Weekends and holidays.</b> |  |  |  |  |  |  |  |
|-------------|--------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|

| Supplier                       | QTY | UOM | Estimated | Price    | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|-----|-----------|----------|----------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | hr  |           | \$187.50 | \$187.50 |                |              |                |
| TAW Power Systems, Inc.        | 1   | hr  |           | \$225.00 | \$225.00 |                |              |                |
| 360° Energy Solutions Corp     | 1   | hr  |           | \$235.00 | \$235.00 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | hr  |           | \$255.00 | \$255.00 |                |              |                |

**30 Generator Equipment.**

| Supplier                       | QTY | UOM | Estimated | Price      | Extended   | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|-----|-----------|------------|------------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | hr  |           | \$500.00   | \$500.00   |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | hr  |           | \$700.00   | \$700.00   |                |              |                |
| TAW Power Systems, Inc.        | 1   | hr  |           | \$800.00   | \$800.00   |                |              |                |
| 360° Energy Solutions Corp     | 1   | hr  |           | \$1,075.00 | \$1,075.00 |                |              |                |

**30.1 Offerors shall provide a Cost Plus Percentage Mark-up on new generator equipment.**

| Supplier                       | QTY | UOM | Estimated | Percentage | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|-----|-----------|------------|----------|----------------|--------------|----------------|
| Motor-Services Hugo Stamp, Inc |     | ea  |           | 10.0%      |          |                |              |                |
| Megawattage (Megawattage LLC   |     | ea  |           | 15.0%      |          |                |              |                |
| TAW Power Systems, Inc.        |     | ea  |           | 20.0%      |          |                |              |                |
| 360° Energy Solutions Corp     |     | ea  |           | 20.0%      |          |                |              |                |

**30.2 Offerors shall provide a Cost Plus Percentage Mark-up on parts.**

| Supplier                       | QTY | UOM | Estimated | Percentage | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|-----|-----------|------------|----------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   |     | ea  |           | 15.0%      |          |                |              |                |
| Motor-Services Hugo Stamp, Inc |     | ea  |           | 15.0%      |          |                |              |                |
| TAW Power Systems, Inc.        |     | ea  |           | 20.0%      |          |                |              |                |
| 360° Energy Solutions Corp     |     | ea  |           | 20.0%      |          |                |              |                |

**30.3 Offerors shall provide an Hourly Cost to install new generator equipment includes outside or inside of buildings.**

| Supplier                       | QTY | UOM | Estimated | Price    | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|-----|-----------|----------|----------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | hr  |           | \$125.00 | \$125.00 |                |              |                |
| TAW Power Systems, Inc.        | 1   | hr  |           | \$150.00 | \$150.00 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | hr  |           | \$200.00 | \$200.00 |                |              |                |
| 360° Energy Solutions Corp     | 1   | hr  |           | \$270.00 | \$270.00 |                |              |                |

**30.4 Offerors shall provide an Hourly Cost to remove existing generator equipment includes outside or inside of buildings.**

| Supplier                       | QTY | UOM | Estimated | Price    | Extended | Supplier Notes | Manufacturer | Manufacturer # |
|--------------------------------|-----|-----|-----------|----------|----------|----------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | hr  |           | \$125.00 | \$125.00 |                |              |                |
| TAW Power Systems, Inc.        | 1   | hr  |           | \$150.00 | \$150.00 |                |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | hr  |           | \$200.00 | \$200.00 |                |              |                |
| 360° Energy Solutions Corp     | 1   | hr  |           | \$270.00 | \$270.00 |                |              |                |

**30.5 Offerors shall provide an Hourly Cost for crane or lift equipment to remove existing generator equipment and install new generator equipment.**

| Supplier                       | QTY | UOM | Estimated | Price    | Extended | Supplier Notes                                   | Manufacturer | Manufacturer # |
|--------------------------------|-----|-----|-----------|----------|----------|--------------------------------------------------|--------------|----------------|
| Megawattage (Megawattage LLC   | 1   | hr  |           | \$250.00 | \$250.00 |                                                  |              |                |
| Motor-Services Hugo Stamp, Inc | 1   | hr  |           | \$300.00 | \$300.00 | All lifting services will be at vendor rate plus |              |                |
| TAW Power Systems, Inc.        | 1   | hr  |           | \$500.00 | \$500.00 | Hourly rate for crane service is an estimate,    |              |                |
| 360° Energy Solutions Corp     | 1   | hr  |           | \$535.00 | \$535.00 |                                                  |              |                |

## SECTION VI – SCOPE OF WORK

### General Requirements

The City requires the services of a qualified Contractor(s) to provide all labor, materials, equipment, travel, insurance, and incidentals for Maintenance and Repair of Generators for various City facilities and locations.

**The contractor must respond within two (2) hours of notification for emergency service.** This emergency service will be billed at an hourly cost separate from the preventative maintenance services. For purposes of this requirement, “response” shall mean acknowledgment of the emergency request and dispatch confirmation. The Contractor shall arrive on-site within six (6) hours of notification by the City, unless site conditions, safety requirements, or travel distance of the closest (at that moment) qualified available resource reasonably prevent arrival within that timeframe; however, in no case shall arrival exceed twelve (12) hours.

**Contractor shall provide emergency service twenty-four (24) hours a day, seven (7) days a week.**

The Contractor shall have all required licenses, including an Occupational License, to perform the work.

The Contractor shall have been in business for a minimum of three (3) years under their present name doing business in the field of **OEM MAINTENANCE AND REPAIR OF EMERGENCY POWER DIESEL GENERATORS** as listed herein.

**The Contractor shall continuously employ OEM technicians trained and certified** to complete the work specified herein or manufacturer-authorized or manufacturer-certified service technicians qualified to perform maintenance and repair services in accordance with the original equipment manufacturer’s requirements.

Contractor may bid on and subcontract this work out to an **OEM-qualified manufacturer-authorized, or manufacturer-certified service provider** that meets or exceeds all specifications, terms, and conditions of this bid.

### OEM Standards Clarification

All maintenance, repairs, parts, materials, and procedures shall comply with the applicable original equipment manufacturer’s specifications and recommendations for each generator unit. References to “OEM” within this Scope of Work are intended to establish required performance and quality standards and shall not be construed to prohibit the use of manufacturer-authorized service providers or equivalent OEM-approved parts, unless expressly stated otherwise by the City.

Contractor shall be responsible for the cleanup of any waste, hazardous materials, and debris resulting from the service performed on the emergency generators.

The Contractor shall provide proper disposal of these items in accordance with Federal, State, County, and local regulations and requirements.

This solicitation is intended primarily as a **services contract** for the inspection, preventive maintenance, testing, emergency repair, and operational support of the City’s stationary and portable emergency power generators. Any incidental work involving generator enclosures, ancillary equipment, or limited installation or removal of generator-related components shall be considered **ancillary to the maintenance and repair services** and shall be performed **only when specifically authorized by the City**. Nothing herein shall be construed as converting this solicitation into a general construction contract, nor shall such ancillary work alter the primary service-based nature of this agreement.

**Contractor must schedule with the Water Plant Maintenance Superintendent, check in upon arrival at the site with an authorized City representative, and check out when leaving the site.**

### **Annual Preventive Maintenance Service**

The service is available during regular business hours (7:30 AM to 3:00 PM), Monday through Friday, or at other than regular hours ONLY if approved by the City. This service shall include the following services. The Annual Preventive Maintenance service shall be performed once per contract year during the month of June, unless otherwise approved in writing by the City.

- Prepare oil sample for analysis and submit written results to the **Water Plant Maintenance Superintendent or his designee for that unit.**
- Change crankcase lubricating oil with OEM oil. Contractor shall dispose of all used oil in accordance with all applicable laws and regulations.
- Change lube oil filters. OEM Filters. Contractor shall dispose of all used filters in accordance with all applicable laws and regulations.
- Replace all air cleaner elements with OEM Filters.
- Recalibrate all gauges.
- Inspect the battery and clean the battery case and terminals.
- Check the electrolyte level and the trickle-charger rate.
- City of Deerfield (City standard is replacement of batteries every two (2) years.)
- Check glow plugs for cleanliness and proper operation. Correct all deficiencies.
- Inspect and clean the governor linkage, check the governor, and adjust for proper speed.
- Check the lubrication level in external governors, if applicable. Add lubrication oil, as necessary.
- Install OEM new fuel filters.
- Inspect and adjust the rack on the unit injector fuel distributor pump according to the OEM manufacturer's recommendations.

\*Note fuel levels on the written reports for the generators. \*

- Inspect generator winding for excessive dirt and dust and brush clean, as necessary—clean commutator and collector rings. Check brushes for freedom of movement and for proper wear and tension in accordance with the OEM manufacturer's recommendations. **Pictures will be provided to the Water Plant Maintenance Superintendent or his designee for that unit.**
- Drain and flush the coolant system. Add new coolant in accordance with the OEM manufacturer's specifications and/or brand name.
- Inspect the exhaust system for rust and leaks.
- Test-run the generator under a load for approximately thirty (30) minutes. Record volts, Hz, oil pressure, engine temperature, and battery charge rate.

- Simulate a low oil pressure fault, and check the safety shutdown.
- Simulate a power failure and operate the plant under load, if approved by the **Water Plant Maintenance Superintendent or his designee for that unit.**

**The Water Plant Maintenance Superintendent or his designee for that unit** must witness this procedure. The Contractor must notify the Facilities Manager or his designee and obtain approval before performing the load test. The notification and authorization must be received at least forty-eight (48) hours before the performance of this test.

### **Minor Preventive Maintenance Service**

Scheduled Preventive Maintenance service calls shall be made quarterly during regular business hours (7:30 AM TO 3:00 PM Monday through Friday, or at other than regular hours ONLY if approved by the appropriate maintenance supervisor). Service shall include inspection and basic preventive maintenance procedures to maintain the equipment in accordance with the original equipment manufacturer's (OEM) specifications. Contractor shall examine, adjust, lubricate, tune-up, and repair or replace worn or defective emergency generator components. The Contractor must have all diagnostic test equipment necessary to perform the work. Upon notification of award, the Contractor shall submit a schedule for the quarterly visits and annual tune-ups, subject to **approval by the Water Plant Maintenance Superintendent or his designee.** It is anticipated that the Minor PM Services will be conducted in December and the annual Major PM Service in June. The inspection and maintenance procedures described below collectively define the Minor Preventive Maintenance Service requirements under this contract.

- Visually inspect the unit, associated equipment, and general area, noting any unusual conditions.
- Check the lubricating system, including the oil pump, oil pressure, and oil level. Add oil, if necessary. Fuel Checks: Day tank / Main fuel level, tank exterior conditions, and tank containment areas. Any visible fuel leaks. Check all fluids with a dip stick to match the gauge.
- Check the cooling system for rust, corrosion, leaks, debris, and coolant level. Add coolant, if necessary.
- Check belts, pulleys, and hoses. Adjust and/or replace defective components, as necessary. Inspect hoses and the water pump for signs of wear & tear, bulges, cracking, and leaks; check hose clamps for tightness.
- Check the air cleaner and air ducting. Remove, inspect, clean, and reinstall all wet-type air filter elements. Replace all dry-type air filter elements.
- Check battery, electrolyte level, and trickle rate. Clean battery posts. The gauge or indicator light should read OK on the charger. Make sure battery and charger connections are tight, and clean any corrosion off the terminals.
- Check load transfer control, reset exerciser. Inspect the starter control for contact wear and pitting, and replace as necessary. Tighten motor terminal and panel terminals.
- Test generator operation under no load.
- Note volts and HZ, oil pressure, temperature, battery charge rate, hour meter reading, fuel level, and maintain a log of all checks and repairs. Record Readings: Engine start
- (Yes or no); charger rate (DC amps / DC Volts); water temperature; oil pressure; transferred load (yes or no); AC voltage; AC amps.

- Perform any other preventive maintenance procedures as recommended by the original equipment manufacturer, whether or not specified above.
- Contractor shall maintain a service record which includes arrival and departure times for each service call and the actual work/repair performed. The Contractor shall provide maintenance procedure charts and must keep them up to date to reflect the completion of scheduled maintenance items. In addition to the checklist chart, Contractor shall maintain a log and submit it to the City's Generator Manager or his designee every quarter. All malfunctions of the generators and the corrective work performed by the Contractor are to be recorded in the logbook. All regularly scheduled inspections shall also be recorded and shall specifically indicate the work performed. All service logs, inspection reports, and maintenance records shall be submitted in an electronic format acceptable to the City, unless otherwise directed in writing by the City's Water Plant Manager or his designee. The logs shall be made available for inspection and/or audit at all times and, upon termination of the contract, shall become the property of the City. Contractor shall submit a detailed report of each inspection to include any system deficiencies, along with corrective maintenance performed or to be performed, and any recommended improvements. Each report shall be forwarded to the City's Generator Manager or his designee.
- Generator Enclosure Maintenance

Inspection of the applicable generator enclosures to include **minor surface preparation, removal of localized rust, and touch-up repainting**, as necessary to maintain the protective condition of the enclosure. **This work is intended to be incidental to generator maintenance activities and does not include full enclosure replacement, structural repairs, or comprehensive repainting unless specifically authorized in writing by the City.**

#### **Generator Equipment**

Contractor shall supply, install, and remove generator equipment **only when specifically authorized in writing by the City** and in accordance with the manufacturer's specifications. Such work may include installation or removal of generator-related equipment located inside or outside of City facilities and shall be considered **ancillary to the maintenance and repair services** provided under this contract. No equipment installation or removal work shall be performed without prior written approval from the City's authorized representative.

#### **Clean-Up and Worksite Appearance**

The Successful Contractor at all times shall keep the worksite free from accumulation of waste materials, rubbish, and debris caused by the Successful Contractor's operations. After the work, Successful Contractor shall remove all waste materials, debris, tools, equipment, machinery, and surplus materials from and about the worksite, and return the worksite to a condition suitable for use by the City. All waste materials, rubbish, and debris shall be disposed of in accordance with all Federal, State, and local codes and regulations.

#### **Quality Assurance**

All employees shall be competent and highly skilled in their respective jobs to perform the assigned work properly. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of his/her responsibility.

#### **Maintenance of Traffic (MOT)**

Maintenance of Traffic (MOT) requirements shall apply only when generator maintenance, repair, testing, or equipment-related activities impact vehicular or pedestrian traffic within or adjacent to internal plant roadways, public rights-of-way, or designated emergency access routes. Contractor shall provide all items necessary to protect, warn, and/or maintain vehicular and pedestrian traffic during the course of construction.

If required by the City based on site conditions, jurisdictional requirements, or the nature of the work being

performed, the Contractor shall arrange for the services of a Traffic Engineer registered as a Professional Engineer in the State of Florida to prepare detailed Maintenance of Traffic (MOT) Plans for review and approval by the City and any governmental agencies having jurisdiction prior to the start of affected work activities.

The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national "Manual on Uniform Traffic Control Devices" (MUTCD), the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards", and Broward County's Minimum Standards Applicable to Public Rights of Way Under Broward County Jurisdiction".

### **Protection of Property**

The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Water Plant Maintenance Superintendent or his designee.

### **Replacement or repairs shall begin within five (5) days of the incident that caused the damage.**

- The Contractor and its subcontractor(s) shall clean, repair, or replace any item damaged during the performance of the service to the satisfaction of the City at no additional cost.
- The City reserves the right, in its sole and absolute discretion, to repair any damages caused by the Contractor and to deduct the actual cost of repairs from their payment.

### **Personnel**

The City may, in its sole and absolute discretion, require the Contractor to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements, and such obligation shall be the sole responsibility of the Contractor to address immediately upon the City's notification to the Contractor's on-site supervisory staff or the managerial point of contact designated under the contract.

The Contractor's employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober, and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract shall be identified by name using a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

**At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in English.**

### **Contractors' Equipment and Vehicles**

Contractor's equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have proper safety devices maintained at all times while in use. If the equipment does not contain adequate safety devices and/or is being operated in an unsafe manner, **the City may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the City's satisfaction.** The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and properly licensed.



**CITY OF DEERFIELD BEACH STATIONARY EMERGENCY POWER GENERATOR PM SERVICE SCHEDULE.**

The service is available during regular business hours (7:30 AM to 3:00 PM), Monday through Friday, or at other than regular hours ONLY if approved by the City.

**(1) ANNUAL PM SERVICE SCHEDULE**

- JUNE = WILL INCLUDE ANNUAL PREVENTIVE MAINTENANCE SERVICE

**(1) SEMI-ANNUAL MINOR PM SERVICE SCHEDULE**

- DECEMBER= WILL INCLUDE MINOR PM INSPECTIONS

**Emergency Power Generators Repairs**

- Provide an hourly cost for emergency power generator repairs during regular business hours, Monday - Friday, 7:30 a.m. – 3:00 p.m., excluding holidays.
- Provide an hourly cost for emergency power generator repairs after regular business hours, including evenings, weekends, and holidays.

**Emergency Power Generator Equipment.**

- Provide a Cost-Plus Percentage Mark-up on new generator equipment.
- Provide a Cost-Plus Percentage Mark-up on parts.
- Provide an hourly cost to install new generator equipment, including installation inside or outside buildings.

**CITY OF DEERFIELD BEACH PORTABLE EMERGENCY POWER GENERATOR PM SERVICE SCHEDULE.**

The service is available during regular business hours (7:30 AM to 3:00 PM), Monday through Friday, or at other than regular hours ONLY if approved by the City.

**(1) ANNUAL PM SERVICE SCHEDULE**

- MARCH = WILL INCLUDE ANNUAL PREVENTIVE MAINTENANCE FULL SERVICE WITH 2-HOUR LOAD BANKING.

**(3) MINOR PM SERVICE SCHEDULE QUARTERLY**

- JUNE= WILL INCLUDE MINOR PM INSPECTION (QUARTERLY SERVICE – SCHEDULE MAY BE ADJUSTED BY THE CITY).
- SEPTEMBER= WILL INCLUDE MINOR PM INSPECTION.
- DECEMBER= WILL INCLUDE MINOR PM INSPECTION.

**Emergency Power Generators Repairs**

- Provide an hourly cost for emergency power generator repairs during regular business hours, Monday - Friday, 7:30 a.m. – 3:00 p.m., excluding holidays.
- Provide an hourly cost for emergency power generator repairs after regular business hours, including evenings, weekends, and holidays.

Emergency Power Generator Equipment.

- Provide a Cost-Plus Percentage Mark-up on new generator equipment.
- Provide a Cost-Plus Percentage Mark-up on parts.
- Provide an hourly cost to install new generator equipment, including installation inside or outside buildings.



# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-405

**Agenda Date:** 8/4/2026

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2026/ - 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 *Ophelia Bisesto 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: \$75,000.00

Account Name: General Liability - Legal

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

### Background/History

Ophelia Bisesto ("Bisesto") filed a lawsuit against the City of Deerfield Beach styled *Ophelia Bisesto vs. City of Deerfield Beach*, Case No. CACE-25-005899, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that Bisesto was walking in a crosswalk on A1A (S. Ocean Blvd.) on the night of July 12, 2023, when she was struck and run over by a car, and that the motorist could not see her due to the LED safety lights on the crosswalk installed and maintained by the City not operating that night, resulting in her hospitalization and significant injuries that included a broken pelvis, clavicle, sternum, and back, and permanent scarring on her forehead.

### Current Activity

Bisesto has provided documentation to the City of over \$50,000.00 in medical bills. Bisesto 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 \$75,000.00. The enclosed Resolution approves the settlement of the Lawsuit for the total amount of \$75,000.00, 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 Bisesto against the City or its employees.

### Recommendation

Approval.

**RESOLUTION NO. 2026/**

**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 *OPHELIA BISESTO VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Ophelia Bisesto (“Bisesto”) filed a lawsuit against the City of Deerfield Beach styled *Ophelia Bisesto vs. City of Deerfield Beach*, Case No. CACE-25-005899, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

**WHEREAS**, the Lawsuit alleges that Bisesto was walking in a crosswalk on A1A (S. Ocean Blvd.) on the night of July 12, 2023, when she was struck and runover by a car, and that the motorist could not see her due to the LED safety lights on the crosswalk installed and maintained by the City not operating that night, resulting in her hospitalization and significant injuries that included a broken pelvis, clavicle, sternum, and back, and permanent scarring on her forehead; and

**WHEREAS**, Bisesto has provided documentation to the City of over \$50,000.00 in medical bills; and

**WHEREAS**, Bisesto 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 \$75,000.00; and

**WHEREAS**, although the City asserts that it was not responsible for Bisesto’s alleged damages, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$75,000.00, 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 Bisesto.

**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 \$75,000.00, 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 Bisesto 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 \_\_\_\_\_, 2026.

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. 2026-384

**Agenda Date:** 8/4/2026

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Broward County to provide funding and administration of HOME Program funds for the Housing Rehabilitation Program for fiscal year 2025 - 2026; providing for execution and an effective date.**

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

The City of Deerfield Beach entered into a standard form HOME Consortium Cooperation Agreement, to join the Broward County HOME Investment Partnerships Program, and designates the County as the HOME Consortium's representative member or lead entity to carry out the objective of the HOME Program on behalf of all the HOME Consortium members.

As the lead entity, the County is the recipient of HOME funds from the U.S. Department of Housing and Urban Development (HUD) for all members of the Broward County HOME Consortium and the County is responsible for allocating a portion of the funds to the City pursuant to the County's Consolidated Plan.

### Current Activity

The Broward County Board of County Commission authorized HOME funding in the amount of \$105,653 to fund the City of Deerfield Beach Housing Rehabilitation Program through an interlocal agreement.

The Interlocal Agreement between the City of Deerfield Beach and Broward County outlines the program that will benefit very low and low-income residents with eligible rehabilitation services. Funding will provide direct subsidy to a minimum of one (1) income eligible household at an amount up to \$85,000.00 or in an amount up to \$55,000 per low/moderate income family as established by HUD for the Project. The program is critical to the success of the community as it provides a mechanism to remove barriers to attaining decent, sustainable housing.

### Recommendation

It is recommended that the City Commission approve the Interlocal Agreement between the City of Deerfield Beach and Broward County for FY 2025-2026 HOME Housing Rehabilitation Assistance funding in the amount of \$105,653.

**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN  
AGREEMENT WITH BROWARD COUNTY TO PROVIDE  
FUNDING AND ADMINISTRATION OF HOME PROGRAM  
FUNDS FOR THE HOUSING REHABILITATION  
PROGRAM FOR FISCAL YEAR 2025-2026; PROVIDING  
FOR EXECUTION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into a Home Consortium Cooperation Agreement, joining the Broward County HOME Investment Partnerships Program Consortium (the “HOME Consortium”), and the County was designated as the HOME Consortium representative member or lead entity to carry out the objectives of the HOME Program on behalf of the HOME Consortium members; and

**WHEREAS**, the County, as the lead entity, has received HOME Program funding from the Department of Housing and Urban Development (“HUD”) on behalf of all members of the HOME Consortium, including the City, for fiscal year 2025-2026; and

**WHEREAS**, the County receives the HOME funding allocation pursuant to the County’s consolidated plan, and the County included the City’s Home Rehabilitation Program Minor Home Repair Project (the “Project”) with a funding allocation of \$105,653.00; and

**WHEREAS**, on March 3, 2026, the Broward County Board of County Commissioners authorized HOME funding in the amount of \$105,653.00 to fund the City’s Project based upon the terms and conditions of the Agreement, attached as Exhibit “1”; and

**WHEREAS**, the Department of Community Services will utilize the funding to provide direct subsidy to a minimum of one (1) income eligible household at an amount up to \$85,000.00 per very low and low-income family, or in an amount up to \$55,000.00 per low/moderate income family as established by HUD for the Project; and

**WHEREAS**, this Project is critical to the success of the community as it provides a mechanism to removing barriers to attaining decent, sustainable housing; and

**WHEREAS**, in order for the City to receive the HOME funding in the amount of \$105,653.00 and implement the Project, the City is required to execute the Agreement with the County for HOME Program funds, attached as Exhibit “1” (the “Agreement”); and

**WHEREAS**, the term of the Agreement is retroactive to October 1, 2025 and will expire on March 31, 2028; and

**WHEREAS**, City staff recommends that the City Commission approve and authorize execution of the Agreement with the County, attached as Exhibit “1.”

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

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

**Section 2.** The City Commission hereby approves the Agreement with the County, attached as Exhibit “1”, for Fiscal Year 2025-2026 Home Program funding for the Project.

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

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

**Section 5.** The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK





**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH  
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS  
FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2025 – 2026  
(CFDA # 14.239 / FAIN # M25-DC-120201)**

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

**RECITALS**

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On March 3, 2026 (Agenda Item No. 19), the Broward County Board of County Commissioners authorized HOME funding in the amount of One Hundred Five Thousand Six Hundred Fifty-Three Dollars (\$105,653) to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

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

## ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **Code** means the Broward County Code of Ordinances.

1.4 **Commitment** means “Commitment” as defined under 24 C.F.R. Part 92.2.

1.5 **Contract Administrator** means the Director of the Housing and Urban Planning Division, or such other person designated by same in writing.

1.6 **County Administrator** means the administrative head of County appointed by the Board.

1.7 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.8 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.9 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.10 **HUD** means the United States Department of Housing and Urban Development.

1.11 **Income Eligible Household** means a “very low-income,” “low-income” or “moderate-income” family, each as defined in 24 C.F.R. Part 92.2.

1.12 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.13 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD’s Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.

1.14 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, "HOME Investment Partnerships Program," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.15 **Services** means all work required of City under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Project Description attached as Exhibit A.

1.16 **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through City, regardless of tier.

## **ARTICLE 2. EXHIBITS**

The following exhibits are attached hereto and incorporated into this Agreement:

|                  |                                      |
|------------------|--------------------------------------|
| <b>Exhibit A</b> | <b>Project Description</b>           |
| <b>Exhibit B</b> | <b>Budget</b>                        |
| <b>Exhibit C</b> | <b>Project Timeline</b>              |
| <b>Exhibit D</b> | <b>Quarterly Progress Report</b>     |
| <b>Exhibit E</b> | <b>Request for Payment</b>           |
| <b>Exhibit F</b> | <b>Form of Mortgage and Note</b>     |
| <b>Exhibit G</b> | <b>Affirmative Marketing Policy</b>  |
| <b>Exhibit H</b> | <b>Homebuyer/Homeowner Agreement</b> |

## **ARTICLE 3. PROJECT**

3.1 City shall provide and implement a Housing Rehabilitation Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended HOME Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence for City's performance of the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by

Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

- 3.3.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.
- 3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.
- 3.3.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports for each quarter must be submitted to County no later than the tenth (10<sup>th</sup>) calendar day of the following quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.
- 3.3.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.
- 3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, Services or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all Services or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. City

shall properly record the executed mortgage and promissory note and furnish them to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

3.7. If the Project includes construction, alteration, maintenance, or repair of infrastructure, as defined under Section 70912 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and 2 C.F.R. Part 184, City shall comply with the Build America, Buy America Act ("BABA") and all applicable implementing regulations and HUD guidance.

3.7.1. City shall ensure that none of the HOME Funds made available under this Agreement are used for a Project for infrastructure unless all iron, steel, manufactured products, and construction materials used in the Project are produced in the United States, in accordance with 2 C.F.R. Part 184.

3.7.2. City shall require that the Buy America Preference, as defined in 2 C.F.R. Part 184, be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), contracts, and purchase orders for the work performed, or products supplied under this Agreement.

3.7.3. City shall maintain, and ensure that Subcontractors maintain, such records and certifications as may be required to demonstrate compliance with BABA; upon request by County, City and Subcontractors shall make same available to County in written form at no cost and allow County to make copies.

3.7.4. Any waiver of the requirements of BABA must be issued by HUD in writing in accordance with applicable federal law and guidance. City shall not assume or rely upon the applicability of any waiver without written confirmation from County.

3.8 City shall meet or exceed the standards described in Exhibit A, and all Applicable Law, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.

#### **ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS**

4.1 The maximum amount payable to City under this Agreement shall be One Hundred Five Thousand Six Hundred Fifty-Three Dollars (\$105,653). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4

and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any City personnel providing any Services, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing Services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;
- 4.3.5 A certified copy of the purchase order or other City document authorizing the Services, activities, or materials for which City is invoicing;
- 4.3.6 A copy of all Subcontractor invoices for the Project indicating the Services or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.7 A certification from City's administrator or the administrator's authorized representative certifying that the Services, or activities, or materials being invoiced have been received or completed; and
- 4.3.8 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in

Exhibit D or such other form as may be provided to City by County, in County's discretion.

4.3.9 For reimbursement of any retainage paid by City, City must provide the following additional documentation:

- (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
- (b) Copies of executed release forms from all Subcontractors;
- (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable);
- (d) Copies of final certified plans and "as built" drawings, if applicable;
- (e) Copies of final permits for the Project, and evidence that all permits for the Project have been closed;
- (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and
- (g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) days after receipt of City's proper Request for Payment for reimbursement of eligible Project expenses in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to City's address in accordance with Section 12.8, unless otherwise requested by City in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement, or impose other remedies for noncompliance consistent with 2 C.F.R. § 200.339, for any of the following events:

- 4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;
- 4.9.2 Failure to comply with the terms of this Agreement;
- 4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, beneficiary data, and a favorable audit report;
- 4.9.4 Submission of incorrect or incomplete reports in any material respect; and
- 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions. Suspension of payment shall not excuse City from continued delivery of Services.

4.10 At the sole discretion of the Contract Administrator, unexpended HOME Funds not provided to or reimbursed to City under the terms of this Agreement, including but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.2 or failure to comply with any other terms of this Agreement, may be



reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice Subcontractor fees only in the actual amount paid by City, without markup or other adjustment.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account (i) of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) City's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

## **ARTICLE 5. INDEMNIFICATION**

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County

Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, and its current, past, and future officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by any breach of this Agreement by City, or any negligence, recklessness, or intentional wrongful misconduct of City and/or persons employed or utilized by City in the performance of this Agreement, including but not limited to City's Subcontractors, consultants, sub-subconsultants, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE 6. INSURANCE**

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that "Broward County" is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to all such broader coverages and higher limits on a primary coverage and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 City shall require that each Subcontractor maintains insurance coverage that adequately covers Subcontractor's exposure based on the Services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications. City represents and certifies that it and its Subcontractors do not use, and during the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of all HOME Funds paid to City under this Agreement; (b) deduction from HOME Funds due to City under this Agreement in the full amount of any value paid in violation of a representation or warranty; (c) termination of this Agreement without any further liability to City; and (d) debarment of City.

7.7 Public Entity Crime Act. In the event City contracts with a Subcontractor to provide any of the Services, City shall require that each Subcontractor attest that: (a) it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes; (b) its entry into the agreement with the City will not violate that statute; (c) there is no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes; and (d) it has not been formally charged with committing an act as defined as a "public entity crime" regardless of the amount of money involved or whether the Subcontractor has been placed on the convicted vendor list.

## **ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS**

8.1 City shall comply with all Applicable Law, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 24 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected

to discrimination under any program or activity for which City receives federal financial assistance.

- 8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.
- 8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.
- 8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.
- 8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of

Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.

8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.

8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

In compliance with 24 C.F.R. Part 92.504(c)(2)(iv), while City shall assist County to enable County to carry its environmental review responsibilities, City does not assume the County's responsibilities for environmental review under 24 C.F.R. Part 92.352, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each homeowner, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(b) and specifies the amount and form of HOME assistance, rehabilitation work to be undertaken, date for completion, and property standards to be met. City shall review Exhibit H for legal sufficiency and ensure that the agreement it enters into with each Income Eligible Household complies with all applicable requirements.

8.14 City shall ensure that the home rehabilitation performed pursuant to the Project complies with the property standards set forth in 24 C.F.R. 92.251(b), including but not limited to, (i) applicable state and local codes and ordinances, including zoning requirements and the Florida Building Code; (ii) lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355; (iii) the standards for major systems, set forth in 24 C.F.R. Part 92.251(b)(1)(ii); (iv) the accessibility standards of 24 C.F.R. Part 8, and Titles II and III of the Americans with Disability Act (42 U.S.C. 12131-12189), as applicable, and (v) uniform physical conditions standard, in accordance with 24 C.F.R. 5.703 and 24 C.F.R. 5.705.

## **ARTICLE 9 - FINANCIAL RESPONSIBILITY**

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the



provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with the Agreement, Applicable Law, and HUD regulations.

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 92.503, in accordance with the provisions under 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to

Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

## **ARTICLE 10. TERM OF AGREEMENT**

This Agreement begins retroactively on October 1, 2025 ("Effective Date"), and continues through March 31, 2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term." City must ensure Project Completion prior to expiration of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

## **ARTICLE 11. TERMINATION**

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

### **11.2 Termination for Cause.**

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within ten (10) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to

2 C.F.R. Part 2424; or (viii) if a Subcontractor is a “scrutinized company” pursuant to Section 215.473, Florida Statutes or is placed on a “discriminatory vendor list” pursuant to Section 287.134, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 If this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City’s obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by the County with at least thirty (30) days advance written notice to City. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. City acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience including in the form of County’s obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County’s sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City’s behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

11.8 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

## **ARTICLE 12 - MISCELLANEOUS**

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this

Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

**12.4 Audit Rights and Retention of Records.** County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges, reimburse County for administrative costs, and pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

**12.5 Sovereign Immunity.** Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein

be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County and Urban Planning Division  
Attn: Darby Delsalle, Director  
110 N.E. 3<sup>rd</sup> Street, Third Floor  
Fort Lauderdale, Florida 33301  
Email address: ddelsalle@broward.org

FOR CITY:

City of Deerfield Beach  
Todd Drosky, Mayor  
150 N.E. 2<sup>nd</sup> Avenue  
Deerfield Beach, Florida 33441  
Email address: tdrosky@deerfieldbeachfl.gov

12.9 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in

violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.11 Compliance with Laws. City and the Services must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.



12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection

with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

12.25 Use of County Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.27 Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of City hereby attests under penalty of perjury as follows: City is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in City; and the undersigned authorized representative of City declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 3rd day of March, 2026 (Agenda Item No. 19), and City of Deerfield Beach, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

**COUNTY**

Broward County, by and through  
its County Administrator

By: \_\_\_\_\_  
Monica Cepero

\_\_\_\_ day of \_\_\_\_\_, 2026

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

By: \_\_\_\_\_  
Karina D. Rodrigues (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

KDR/ST/sr  
HOME – City of Deerfield Beach – Home Rehabilitation  
06/17/2026  
iManage #1229882v3

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH  
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS  
FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2025 – 2026  
(CFDA # 14.239 / FAIN # M25-DC-120201)**

**CITY**

CITY OF DEERFIELD BEACH

ATTEST:

By: \_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2026

I HEREBY CERTIFY that I have  
approved this Agreement as to form and  
legal sufficiency subject to execution by  
the parties:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### PROJECT DESCRIPTION

|                          |                                                           |
|--------------------------|-----------------------------------------------------------|
| Fiscal Year:             | FY 2025-2026                                              |
| Project Description:     | City of Deerfield Beach<br>Housing Rehabilitation Program |
| HOME Funds Allocation:   | \$105,653                                                 |
| Program Income:          | \$0                                                       |
| <b>Total Allocation:</b> | <b>\$105,653</b>                                          |

#### Project Description:

HOME Funds in the amount of One Hundred Five Thousand Six Hundred Fifty-Three Dollars (\$105,653) provided to City under the Agreement shall be used for housing rehabilitation activities. A minimum of one (1) Income Eligible Household, Eligibility based on a household's total gross annual income, as defined in 24 C.F.R. Part 5, shall be assisted in an amount up to Eighty-Five Thousand Dollars \$85,000 for very low income households or up to Fifty-Five Thousand Dollars (\$55,000) for low/moderate income (50%-80%) households, as defined in 24 C.F.R. Part 92.2. Applicants will be processed by the City on a first-come, first-qualified, first-served basis. Balance will be leveraged with additional funding sources to assist one additional Income Eligible Household, as applicable.

#### Program Summary

City shall ensure that each Income Eligible Household assisted with HOME Funds under the Agreement execute a Promissory Note and Mortgage in favor of County, which includes, but is not limited to, the following requirements:

- A five (5), ten (10) or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan").
- Loan due upon sale, transfer, lease, or if the property is no longer the primary residence of the homeowner before expiration of the Loan term.
- County will follow County's subordination policy.

City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.

**Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)**

Subrecipient name: City of Deerfield Beach

Subrecipient Unique Entity Identifier: RNAJUJR8BKA5

Federal Award Identification Number (FAIN): M25-DC-120201

Federal Award Date: March 11, 2026

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: \$105,653; Amount includes only federal funds from County's fiscal year 2025-2026 Annual Action Plan.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through entity: Broward County

Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.239 – HOME Investment Partnership Program (HOME Program); The dollar amount made available under each Federal Award and CFDA at time of disbursement: See Exhibit B - CFDA 14.239 for amounts

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

## **ATTACHMENT 1 TO EXHIBIT A**

### **PROGRAM DESIGN**

The following types of properties are eligible for funding under the Agreement:

- Single-family homes
- Condominium units
- Townhouses
- Villas

The loan terms shall be as follows:

- A five (5), ten (10), or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan").
- Loan due upon sale, transfer, lease, or if property is no longer the primary residence of the homeowner before the expiration of the Loan term.
- Maximum assistance of \$85,000 for each very low income household and \$55,000 for each low/moderate income household.

The loan terms are subject to affordability periods as mandated by HUD regulations:

| <b>Housing Rehabilitation</b> |                             |
|-------------------------------|-----------------------------|
| <b>Investment amount</b>      | <b>Affordability period</b> |
| Less than \$20,000            | 5 years                     |
| \$20,000-\$55,000             | 10 years                    |
| More than \$55,000            | 15 years                    |

#### **City's Responsibilities:**

- City will forward all original Mortgages and Promissory Notes with a recorded copy to the County within 30 days.
- City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.
- City shall comply with HUD Rules and Regulations governing the Project, including, but not limited to, the following:



- Eligibility based on a household's total gross annual income relative to the Median Family Income (MFI) of their specific geographic area, adjusted for family size, as defined in 24 CFR Part 5
  - All rehabilitation shall be in compliance with applicable local codes and the Florida Building Code in accordance with 24 C.F.R. Part 92.251, Property Standards.
  - Lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355.
  - Income Eligible Household means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.
  - Federal procurement procedures set forth in 24 C.F.R. Part 92.504(c)(4) are applicable to the selection of the contractor.
  - Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.
- City will ensure that each household has a written homeowner agreement in the form provided in Exhibit H, as per HUD 24 C.F.R. 92.504(c)(5)(ii), prior to disbursing HOME funds.

#### **County's Responsibilities:**

- County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.
- County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County's subordination policy must be met for subordination to be considered:

- NO CASH OUT with HOME mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

## EXHIBIT B

### BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

| BUDGET NARRATIVE | Cost Category                    | HOME Funds    | City Funding | Other Funding Sources | Total         |
|------------------|----------------------------------|---------------|--------------|-----------------------|---------------|
| A                | Personnel (Service Delivery/ADC) |               |              |                       | \$ -          |
|                  | Fringe Benefits                  |               |              |                       |               |
| B                | Travel                           |               |              |                       | \$ -          |
| C                | Equipment/Supplies               |               |              |                       | \$ -          |
| D                | Direct Client Subsidy            | \$ 105,653.00 |              |                       | \$ 105,653.00 |
| E                | Contractual Services             |               |              |                       | \$ -          |
| F                | Construction                     |               |              |                       | \$ -          |
| G                | Inspections/Testing              |               |              |                       | \$ -          |
| H                | Lien Recording/Doc. Stamp Fees   |               |              |                       | \$ -          |
| I                | Other                            |               |              |                       | \$ -          |
| Total            |                                  | \$ 105,653.00 | \$ -         | \$ -                  | \$ 105,653.00 |

### BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

- A. Direct Client Subsidy: Cost of rehabilitation for a minimum of one (1) Income Eligible Household at a maximum of Eighty-Five Thousand Dollars (\$85,000) per Very-Low or up to Fifty-Five Thousand Dollars (\$55,000) per Low/Mod (50%-80%) Income Eligible Household as defined in 24 C.F.R. Part 92.2. The balance, if any, will be used to assist (or leverage) additional client(s) for home rehabilitation.
- B. Home Inspections: n/a
- C. Appraisals: n/a
- D. Title Search: n/a
- E. Lead and Mold testing: n/a
- F. Lien Recording Fees: n/a
- G. Contractual Costs: n/a
- H. Total HOME Funds available under Agreement: \$105,653

## **Allowable Cost for U.S. HUD Share of Budget**

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

**Personnel (Salary)** costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

**Fringe Benefit** costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

**Travel** costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

**Equipment** costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

**Material/Supplies** cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

**Subcontracts/Contractual Services** must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

**Consultant** agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

**Construction** costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing and Urban Planning Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

**Other** costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

**Leverage** is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

## EXHIBIT C

### PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

| WORK TASKS                                                        | PROJECTED<br>YEARLY TOTAL | START-UP           | COMPLETION         |
|-------------------------------------------------------------------|---------------------------|--------------------|--------------------|
| Identify and process<br>Income Eligible<br>Households             | 1                         | October 1, 2025    | October 31, 2026   |
| Review Bank Package,<br>Income Certification,<br>Inspection, etc. | 1                         | October 1, 2025    | October 31, 2026   |
| Provide Quarterly<br>Progress Reports to<br>County                | 6                         | October 1, 2025    | September 30, 2027 |
| Commence Work Write-Ups                                           | 1                         | April 1, 2026      | April 30, 2027     |
| Commence Repairs                                                  | 1                         | June 1, 2026       | August 31, 2028    |
| Repairs Completed                                                 | 1                         | August 31, 2026    | March 1, 2028      |
| Final Invoice to the County                                       | 1                         | September 30, 2027 | March 31, 2028     |
| Provide Final Report to<br>County with Final<br>Beneficiary Data  | 1                         | March 1, 2028      | March 31, 2028     |

## EXHIBIT D

### QUARTERLY PROGRESS REPORT

Report Months Covered: \_\_\_\_\_ to \_\_\_\_\_

Project Fiscal Year: \_\_\_\_\_ Date of Report: \_\_\_\_\_

**1. Project Information.**

City or Agency Name: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Start-up Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Revised Completion Date if applicable: \_\_\_\_\_

Person Preparing the Report and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**2. Project Cost (Includes expenditures not yet submitted for reimbursement)**

|                                               | Fiscal Year<br>Project<br>Budget | Total<br>Expenditures<br>Up to Last<br>Billing | Expenditures<br>not yet<br>submitted | Total<br>Funds<br>Expended<br>To Date | Percentage<br>Expended | Amount<br>Encumbered<br>to Date |
|-----------------------------------------------|----------------------------------|------------------------------------------------|--------------------------------------|---------------------------------------|------------------------|---------------------------------|
| <b>Total Project</b>                          | \$                               | \$                                             | \$                                   | \$                                    | %                      |                                 |
| <b>HOME Funds</b>                             | \$                               | \$                                             | \$                                   | \$                                    | %                      |                                 |
| <b>Other Funding<br/>(specify<br/>source)</b> | \$                               | \$                                             | \$                                   | \$                                    | %                      |                                 |

**3. Percent of Project completed to date: \_\_\_\_\_ %**

**4. Declaration of Agency Program Income.**

Program Income/Recapture Amount: \$ \_\_\_\_\_ Funding Year FY: \_\_\_\_\_

Client Name: \_\_\_\_\_ City: \_\_\_\_\_

Address: \_\_\_\_\_ Date received by City: \_\_\_\_\_

Type of Activity (Rehab or DPA): \_\_\_\_\_ Date check sent to County: \_\_\_\_\_

**5. Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable**

| Work Tasks                          | Projected Yearly Project Performance | Status during period of this report (i.e., Underway or Completed) | Indicate number served during this report period only | Fiscal Year to Date Progress |
|-------------------------------------|--------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------|------------------------------|
| Identify income-eligible households |                                      |                                                                   |                                                       |                              |
| Intake/ Income Certification        |                                      |                                                                   |                                                       |                              |
| Work write-ups/Initial Inspection   |                                      |                                                                   |                                                       |                              |
| Pre-Bid                             |                                      |                                                                   |                                                       |                              |
| Construction                        |                                      |                                                                   |                                                       |                              |
| Appraisal                           |                                      |                                                                   |                                                       |                              |
| Final Inspection                    |                                      |                                                                   |                                                       |                              |
| Close-out or closing                |                                      |                                                                   |                                                       |                              |
| Recorded mortgage to County         |                                      |                                                                   |                                                       |                              |

| Beneficiary Information for clients being served this Report Period | Name | Address | City |
|---------------------------------------------------------------------|------|---------|------|
|                                                                     | 1.   | 1.      |      |
|                                                                     | 2.   | 2.      |      |
|                                                                     | 3.   | 3.      |      |
|                                                                     | 4.   | 4.      |      |

**6. If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.**

**7. Did the City make any changes with regard to contractors/vendors associated with the project?**

☐ no ☐ yes

Please explain: \_\_\_\_\_

8. **Did the City make or do they plan on making any Substantial Changes to its program relating to activities, purpose, allocation priorities, or more than a 50% change in funding or beneficiaries previously approved by the County Commission?**

☐ no                      yes ☐

Please explain: \_\_\_\_\_

**Please complete the excel spreadsheet that follows for any completed projects.  
This will serve as a running total of beneficiary data.**

[Remainder of Page Intentionally Left Blank]



# DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

| HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA                                |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
|------------------------------------------------------------------------------|----------------------|-------------|--------------------------|----------------------|-----------------------------------------------|-------------------------------|------------------------------------|-----------------------|---------------------------------|----------------------------------|---------------------|-----------------------|-------------------------------------|-----------------------------------|---------------|------------------------|---------------------------------|--|
| Subrecipient:                                                                |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| Accomplishment Period: Is this a Final Report: *                             |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| Certs with an asterisk (*) have DROP/DOWN OPTIONS please click on cert below |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| LOCATION (TAB 1 IN IDIS)                                                     |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| IDIS Activity Number                                                         | HOME Funding Year *  | First Name  | Last Name                | Street Address       | City                                          | County                        | Zip Code                           | HOME Assisted Units   | Unit Qualified as Energy Star * | Section 504 Accessible Units *   | Property Type *     | Total Completed Units | Applicable Lead Paint Requirement * | Lead Hazard Remediation Actions * | FHA Insured * | First Time Homebuyer * | Homebuyer Counseling Provided * |  |
| 11                                                                           |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 12                                                                           |                      |             |                          |                      |                                               | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 13                                                                           |                      |             |                          |                      |                                               | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 14                                                                           |                      |             |                          |                      |                                               | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 15                                                                           |                      |             |                          |                      |                                               | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 16                                                                           |                      |             |                          |                      |                                               | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 17                                                                           |                      |             |                          |                      |                                               | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 18                                                                           |                      |             |                          |                      |                                               | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| COSTS (TAB 2 IN IDIS)                                                        |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| CHOOSE ONLY ONE HOME FUND TYPE- THIS FY ONLY                                 |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)                |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| ENTER APPLICABLE PRIVATE FUNDS (Fund Type/Name, Amount and FY)               |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| Last Name                                                                    | Amortized Loan \$    | Grant \$    | Deferred Payment Loan \$ | Other \$             | Non-Recorded Fees \$- Charged to this FY ONLY | Total \$ (THIS FY HOME FUNDS) | Other Federal Fund Type- Fund Name | Other Federal Fund \$ | Other Federal Fund FY           | Other State Fund Type- Fund Name | Other State Fund \$ | Last Name             | Tax Exempt Bonds                    | Total \$                          | Last Name     | Private Loans \$       | Owner Cash Contribution \$      |  |
| 23                                                                           |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 24                                                                           | 0                    |             |                          |                      |                                               | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |  |
| 25                                                                           | 0                    |             |                          |                      |                                               | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |  |
| 26                                                                           | 0                    |             |                          |                      |                                               | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |  |
| 27                                                                           | 0                    |             |                          |                      |                                               | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |  |
| 28                                                                           | 0                    |             |                          |                      |                                               | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |  |
| 29                                                                           | 0                    |             |                          |                      |                                               | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |  |
| BENEFICIARIES (TAB 3 IN IDIS)                                                |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| Unit Number                                                                  | Number of Bedrooms * | Occupants * | % Median Income *        | Hispanic or Latino * | Race *                                        | Household Size *              | Household Type *                   | Assistance Type *     |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 31                                                                           |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 32                                                                           |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |
| 33                                                                           |                      |             |                          |                      |                                               |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |  |

## EXHIBIT E

### REQUEST FOR PAYMENT

HOME Investment Partnerships Grant Program  
Fiscal Year 2025 to 2026

Contract Period: October 1, 2025 to March 31, 2028

|                                                               |                                              |                                  |                                   |
|---------------------------------------------------------------|----------------------------------------------|----------------------------------|-----------------------------------|
| <b>1. Project Name:</b>                                       |                                              |                                  |                                   |
| <b>2. Organization:</b>                                       |                                              | <b>Telephone Number:</b>         |                                   |
| <b>3. Billing Number:</b>                                     |                                              |                                  |                                   |
| <b>4. Billing Period Covered:</b>                             |                                              |                                  |                                   |
| <b>5. % of Total Contract, Expended through this Billing:</b> |                                              |                                  |                                   |
| <b>6. Cost Categories</b>                                     | <b>Total Expenditures Up to Last Billing</b> | <b>Expenditures This Billing</b> | <b>Total Expenditures To Date</b> |
| <b>A. Project Costs</b>                                       |                                              |                                  |                                   |
| Salary and Fringes                                            |                                              |                                  |                                   |
| Contractual                                                   |                                              |                                  |                                   |
| Construction (Retainage)                                      |                                              |                                  |                                   |
| Construction (All other construction costs)                   |                                              |                                  |                                   |
| Other Project Costs                                           |                                              |                                  |                                   |
| Total Expenditures                                            |                                              |                                  |                                   |
| Funds Obligated:<br>(By Funding Agreement)                    |                                              |                                  |                                   |
| Balance                                                       |                                              |                                  |                                   |
| <b>B. In-kind</b>                                             |                                              |                                  |                                   |

|                                                                                                      |                                      |                               |               |
|------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------|---------------|
| <b>7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)</b> |                                      |                               |               |
| <b>Vendor Name</b>                                                                                   | <b>Invoice #<br/>(If Applicable)</b> | <b>Description of Service</b> | <b>Amount</b> |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
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|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |

**Total Request for Reimbursement \$ \_\_\_\_\_**

**8. Certification:**  
 I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date

## EXHIBIT F

### **FORM OF MORTGAGE AND PROMISSORY NOTE**

Return recorded document to:  
Broward County Housing and  
Urban Planning Division (BCHUPD)  
110 N.E. 3<sup>rd</sup> Street, Suite 300  
Fort Lauderdale, Florida 33301

Document prepared by:  
[INSERT NAME OF PREPARER]  
BCHUPD

Matures: \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ [insert date Note is signed + \_\_\_\_ years]

#### **MORTGAGE TO SECURE HOME INVESTMENT PARTNERSHIPS PROGRAM FINANCING FOR HOME REPAIR**

Form Version: February 2026

This Mortgage to Secure HOME Investment Partnerships Program Financing for Home Repair ("Mortgage") made this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Mortgagee").

A. Mortgagee is a recipient of HOME Investment Partnerships Program funds pursuant to 24 C.F.R. Part 92, (the "HOME Rules and Regulations") and has agreed to loan a portion of Mortgagee's HOME program funds to Mortgagor for purposes of home repair activities for the Property (as defined herein).

B. Mortgagor is indebted to Mortgagee in the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Loan"), which indebtedness is evidenced by Mortgagee's Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and Note, and the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing and Urban Planning Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a \_\_\_\_\_ [insert position] mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.
2. **Term of Mortgage.** The term of this Mortgage shall be \_\_\_\_\_ ( ) years from the date of execution of the Note.
3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.
4. **Insurance.**
  - (a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.
  - (b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.
  - (c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Mortgagee's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all receipts of paid premiums.
  - (d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.
  - (e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
  - (f) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.
6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagee to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. **Care of Property.**

a. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

b. Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. **Transfer of the Property.** No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee, as permitted by applicable law. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagee notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the

Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

a. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.

b. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

c. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

d. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

e. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgagee in writing of the occurrence or existence of any such default.

f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

g. Any action prohibited herein.

- h. The transfer or lease of the Property to a third party.
- i. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida, by the Mortgagee at the expense of Mortgagor.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**



22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

24. **No Waiver; Mortgagor Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

25. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

26. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

27. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MORTGAGOR, \_\_\_\_\_, has executed this Mortgage.

WITNESSES:

MORTGAGOR:

Sign Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

Sign Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA            )  
                                          SS:  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who ☐ is personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**ATTACHMENT A**

**To**

**Mortgage to Secure HOME Investment  
Partnerships Program Financing for Home Repair**

Legal Description:

Parcel Identification Number:

Street Address:

## **EXHIBIT A TO MORTGAGE**

### **HOME PROMISSORY NOTE** **HOME REPAIR PROGRAM**

Forgivable Loan

**\$ (Amount to be inserted)** \_\_\_\_\_, 20\_\_\_\_  
Matures: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [insert date Note is signed + \_\_\_\_ years]

FOR VALUE RECEIVED, the undersigned \_\_\_\_\_  
("Maker"), whose address is \_\_\_\_\_, promises  
to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"),  
whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida  
33301, or such other location or address as Holder may from time to time designate in writing,  
the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Loan") to be  
paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This HOME Investment Partnerships Program ("HOME") Promissory Note ("Note") is secured by a Mortgage to Secure HOME Financing for Home Repair ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of the Mortgage securing this Note, which date is the \_\_\_\_\_ (\_\_\_\_th) anniversary of the execution of this Note, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied. Upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan, or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.

4. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

5. This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

6. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount

as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.

7. Except for any notice required under applicable law to be given in another manner, all notices under this Note shall be provided as specified in Section 20 of the Mortgage.

8. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

9. This Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**

10. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, \_\_\_\_\_, has executed this Note.

WITNESSES:

MAKER

Sign Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

Sign Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA       )  
                                      SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who ☐ is personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**ATTACHMENT A  
TO HOME PROMISSORY NOTE**

Legal Description:

Parcel Identification Number:

Street Address:

## EXHIBIT G

### AFFIRMATIVE MARKETING POLICY

#### A. AFFIRMATIVE MARKETING:

##### 1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing and Urban Planning Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the Broward County Housing and Urban Planning Division. The County's Four Factor Analysis for LEP can be viewed at:

<https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf>

Para obtener información adicional, visite el sitio web de Broward County Housing and Urban Planning Division mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

##### 2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing and Urban Planning Division.

Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.



### 3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

### 4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

### B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

### C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Broward County Housing and Urban Planning Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

### D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income households. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing and Urban Planning Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Broward County Housing and Urban Planning Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.



**Exhibit H**

**Homebuyer/Homeowner Agreement**

**BROWARD COUNTY HOME PROGRAM  
HOME - Housing Rehabilitation Program  
Homeowner Agreement**

**Funding Year: Fiscal Year 20[ ] – 20[ ]** *[Insert fiscal year funding was allocated to Agency]*

**Reporting Year: Fiscal Year 20[ ] – 20[ ]** *[Insert fiscal year funding was allocated to Homeowner]*

**Homeowner/s:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Funding Amount:** \_\_\_\_\_ **Property Value Prior to Rehabilitation:** \_\_\_\_\_

**Property Value After Rehabilitation:** \_\_\_\_\_

***Commitment includes all HOME funds (Rehab, fees, service delivery, etc...)***

This Agreement is entered into by the City of Deerfield Beach ("the Agency") and Homeowner/s noted above ("Homeowner/s"), collectively referred to as "the Parties."

**WITNESSETH:**

**A.** Agency is a member of Broward County's HOME Consortium, for which Broward County serves as the Participating Jurisdiction.

**B.** As a member of the HOME Consortium, the Agency has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, and from the U.S. Department of Housing and Urban Development (hereinafter called "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994.

**C.** Pursuant to that certain Agreement providing for Disbursement of HOME Program Funds between Agency and Broward County ("Participating Jurisdiction"), Agency has agreed to use the HOME funds to finance a Housing Rehabilitation Program and meet the requirements as set forth in 24 C.F.R. Part 92, as amended or waived by HUD.

**NOW THEREFORE**, the Parties covenant and agree as follows:

**1. AFFORDABILITY PERIOD**

The property must remain affordable for a term of \_\_\_\_\_ ( ) years ("Affordability Period"), or until the first of the following events occur: (1) The Homeowner/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) The Homeowner/s no longer occupy the unit as their principal residence; or (3) The Homeowner dies, or if a married couple, the survivor dies.

## 2. FUNDING AMOUNT AND FORM OF ASSISTANCE

Terms:

The Agency will provide a Deferred Payment Loan in an amount up to \$ \_\_\_\_\_ Dollars at Zero (0%) percent interest for a period no less than and not to exceed the term of affordability identified in Paragraph 1 above.

## 3. RECAPTURE/RESALE PROVISIONS

Recapture provisions will apply upon one or more of the following events: (1) the Homeowner/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homeowner/s no longer occupy the unit as their principal residence; or (3) the Homeowner dies, or if a married couple, the survivor dies. If the housing does not continue to be the principal place of residence for the family for the entire duration of the affordability period, then recapture provisions will apply.

**Pursuant to 24 CFR 92.254 (a) (5) (ii) (A)(2), the Agency will require homeowners to repay the outstanding amount of the HOME Promissory Note if any of the stated recapture events occur.**

Agency and Participating Jurisdiction will NOT exercise a resale provision pursuant to 24 CFR 92.254(a)(5).

These and other repayment provisions shall be enforced via the Promissory Note and/or Mortgage, which will also be executed at closing, in favor of Participating Jurisdiction.

## 4. PROGRAM REQUIREMENTS

The Agency and the Homeowner/s agree to comply with these program requirements, as set forth in the HOME regulations (24 CFR 92) as follows:

- a) **Income Eligible:** The Homeowner/s have certified that at the time of application and approval, their annual income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD, with adjustments for family size;
- b) **Principal Residence:** The Homeowner/s certify that the property is and will continue to be their principal residence during the Affordability Period;
- c) **Property Value:** The property is located within the jurisdiction of the Agency's HOME Program and has a before rehabilitation or construction appraised value of \$\_\_\_\_\_, which is less than ninety-five percent (95%) of the area median sales price. The Agency has reviewed the household income and the property value requirements in accordance with the Program requirements, and has approved the Homeowner/s and property as eligible for funding;
- d) **Property Maintenance:** The Homeowner/s must maintain the property, including payment of property taxes, property insurance and flood insurance (if applicable) and homeowner's insurance, during the Affordability Period. The Participating Jurisdiction will be named as Additional Mortgagee on all property and flood insurance coverage during the Affordability Period;
- e) **Housing Quality Standards (HQS):** The property, after rehabilitation must meet, at a minimum, Section 8 Housing Quality Standards (HQS), and/or Uniform Physical Condition Standards (UPCS), local building codes and Broward County ordinances. The Agency has reviewed the property inspection report and the scope of recommended work and has approved this project eligible for funding;
- f) **Equal Opportunity, Fair Housing and Affirmative Marketing (24 CFR Part 92.351);**
- g) **Displacement and dislocation pursuant to Uniform Relocation Act**, if applicable;
- h) **Davis-Bacon and Related Acts (DBRA)**, if applicable:
- i) **Environmental review;**
- j) **Lead-based paint inspections and mitigation;**
- k) **Conflict of interest;**
- l) **Disbarment and suspension;**
- m) **Flood insurance coverage;** and
- n) **Executive Order 12372.**

## **5. ESTIMATED COMPLETION DATE AND DISBURSEMENT OF FUNDS**

The Homeowner/s agree that the funds will only be used as payment for title search, inspections, testing materials, labor, permit fees, engineering fees and administrative costs to rehabilitate, renovate, repair, remodel and improve Homeowner/s' subject property, as detailed in the Scope of Work agreed to by Homeowner/s and licensed general contractor, attached hereto and incorporated herein by reference. The estimated completion date is no more than one hundred and twenty (120) calendar days from the date of recording the Notice of Commencement in the Broward County public records unless an extension is approved by the Participating Jurisdiction and the Homeowner/s.

The HOME funds shall be disbursed by the Agency to a licensed general contractor or sub-recipient when rehabilitation work is completed as evidenced by final permit and final inspection.

## **6. RECORDS AND REPORTS**

The Agency and Homeowner/s agree to complete all reports and maintain documentation (as applicable to each Party) in accordance with HUD guidelines (24 CFR Part 92) for a period of five (5) years after the end of the Affordability Period.

## **7. ENFORCEMENT OF THE AGREEMENT**

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property, each in favor of the Participating Jurisdiction. Failure by the Homeowner/s to comply with the terms of this Agreement and the loan documents will be considered a default, and appropriate legal actions may be taken by Participating Jurisdiction.

## **8. HOMESTEAD EXEMPTION**

Throughout the Affordability Period, the Agency reserves the right to confirm the property is in use as the Homeowner/s' principal residence. The primary (but not sole) indication that the property is the principal residence, is continued Homestead Exemption throughout the Affordability Period. If Homestead Exemption lapses during the Affordability Period, the Agency will assume the property is no longer the Homeowner/s principal residence, will demand full repayment of the assistance provided, and may take appropriate legal action to secure repayment.

## **9. START DATE AND DURATION OF THE AGREEMENT**

This Agreement will be in effect for a term which shall start when the Mortgage and Promissory Note are recorded in the Official Records of Broward County, and run for the duration of the Affordability Period, or until one of the following events occurs: (1) the Homeowner(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homeowner(s) no longer occupy the unit as their principal residence; or (3) the Homeowner(s) dies, or if a married couple, the survivor dies.

## **10. REFINANCING AND SUBORDINATION OF HOME FUNDS**

For the Participating Jurisdiction to consider a subordination request when Homeowner/s refinance their first mortgage, among other conditions, the Participating Jurisdiction requires that there is no cash out on the refinance, at least 10% equity is retained, the Participating Jurisdiction stays in second lien position, and the Homeowner/s must provide the Participating Jurisdiction with a current property appraisal along with other current information as may be required to evidence compliance with the Participating Jurisdiction's subordination policy.

## **11. OTHER PROVISIONS**

No discrimination against any person or group of persons by the parties on account of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis protected by applicable law in the performance of this Agreement.

Nothing contained in this Agreement or any act of the Agency or the Homeowner/s shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited of general partnership, joint venture or any association or relationship involving the Participating Jurisdiction.

**AGREED TO AND ACCEPTED** by the Parties on the date last noted below:

**Homeowner/s:**

|                     |            |       |
|---------------------|------------|-------|
| _____               | _____      | _____ |
| Homeowner Signature | Print Name | Date  |

|                     |            |       |
|---------------------|------------|-------|
| _____               | _____      | _____ |
| Homeowner Signature | Print Name | Date  |

**City/Agency Name:**\_\_\_\_\_

|                             |                     |       |
|-----------------------------|---------------------|-------|
| _____                       | _____               | _____ |
| Signature (Agency Designee) | Designee Print Name | Date  |

**BROWARD COUNTY HOME CONSORTIUM**  
**Amended Housing Rehabilitation Program**  
**Homeowner Agreement**

Homeowner/s: \_\_\_\_\_

Property Address: \_\_\_\_\_

**Amended Commitment Amount: \$\_\_\_\_\_ Date: \_\_\_\_\_ (All  
HOME funds to include rehabilitation, fees, and service delivery - Based on  
Contractor Award, plus Change Orders if applicable)**

FINAL AGREED TO AND ACCEPTED by the Parties on the date last noted below: Homeowner/s:

|                     |            |      |
|---------------------|------------|------|
| Homeowner Signature | Print Name | Date |
|---------------------|------------|------|

|                     |            |      |
|---------------------|------------|------|
| Homeowner Signature | Print Name | Date |
|---------------------|------------|------|

City/Agency Name: \_\_\_\_\_

|                             |                     |      |
|-----------------------------|---------------------|------|
| Signature (Agency Designee) | Designee Print Name | Date |
|-----------------------------|---------------------|------|

**After Rehab Property Value: \$\_\_\_\_\_**

**Recorded Mortgage and Note Amount: \$\_\_\_\_\_**

**Final Scope of Work Attached**

\_\_\_\_\_  
Homebuyer 1  
Initials

\_\_\_\_\_  
Homebuyer 2  
Initials

\_\_\_\_\_  
City/Agency  
Designee  
Initials



# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-393

**Agenda Date:** 8/4/2026

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County to provide funding and administration of Home Program Funds for the Homebuyer Purchase Assistance Program for fiscal year 2025-2026; providing for execution; and providing for an effective date.**

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

The City of Deerfield Beach entered into a standard form HOME Consortium Cooperation Agreement to join the Broward County HOME Investment Partnerships Program and designates the County as the HOME Consortium's representative member or lead entity to carry out the objective of the HOME Program on behalf of all the HOME Consortium's members.

As the lead entity, the County is the recipient of HOME funds from the U.S. Department of Housing and Urban Development (HUD) for all members of the Broward County HOME Consortium, and the County is responsible for allocating a portion of the funds to the City pursuant to the County's Consolidated Plan.

### Current Activity

The Broward County Board of County Commission authorized HOME funding for \$108,647 to fund the City of Deerfield Beach Homebuyer/Purchase Assistance Program through an interlocal agreement.

The Interlocal Agreement between the City of Deerfield Beach and Broward County outlines the program that will benefit very low- and low-income residents with purchasing a home in Deerfield Beach. Funding will provide direct subsidy up to \$85,000 to qualified homeowners based on the area's median income for Fort Lauderdale/Broward County as established by HUD. The program is critical to the success of the community as it provides a mechanism to remove barriers to attaining decent, sustainable housing.

### Recommendation

It is recommended that the City Commission approve the Interlocal Agreement between the City of Deerfield Beach and Broward County for FY 2025-2026 HOME Homebuyer/Purchase Assistance Program funding for \$108,647.

**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO PROVIDE FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2025-2026; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into a Home Consortium Cooperation Agreement, joining the Broward County HOME Investment Partnerships Program Consortium (the “HOME Consortium”), and the County was designated as the HOME Consortium representative member or lead entity to carry out the objectives of the HOME Program on behalf of the HOME Consortium members; and

**WHEREAS**, the County, as the lead entity, has received HOME Program funding from the Department of Housing and Urban Development (“HUD”) on behalf of all members of the HOME Consortium, including the City, for fiscal year 2025-2026; and

**WHEREAS**, the County receives the HOME funding allocation pursuant to the County’s consolidated plan, and the County included the City’s Home Purchase Assistance Program (the “Project”) with a funding allocation of \$108,647.00 for Fiscal Year 2025-2026; and

**WHEREAS**, on March 3, 2026, the Broward County Board of County Commissioners authorized HOME funding in the amount of \$108,647.00 to fund the City’s Project based upon the terms and conditions of the Agreement, attached as Exhibit “1”; and

**WHEREAS**, this Project is critical to the success of the community as it provides a mechanism to removing barriers to attaining decent, sustainable housing; and

**WHEREAS**, in order for the City to receive the HOME funding in the amount of \$108,647.00 and implement the Project, the City is required to execute the Agreement with the County for HOME Program funds, attached as Exhibit “1” (the “Agreement”); and

**WHEREAS**, City staff recommends that the City Commission approve and authorize execution of the Agreement with the County, attached as Exhibit “1.”

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

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



**Section 2.** The City Commission hereby approves the Agreement with the County, attached as Exhibit “1”, for Fiscal Year 2025-2026 Home Program funding for the Project.

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

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

**Section 5.** The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH  
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR  
HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR  
FISCAL YEAR 2025 – 2026 (CFDA # 14.239 / FAIN # M25-DC-120201)**

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

**RECITALS**

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On March 3, 2026 (Agenda Item No. 19), the Broward County Board of County Commissioners authorized HOME funding in the amount of One Hundred Eight Thousand Six Hundred Forty-Seven Dollars (\$108,647), to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

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

## ARTICLE 1. DEFINITIONS

- 1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3 **Code** means the Broward County Code of Ordinances.
- 1.4 **Commitment** means "Commitment" as defined under 24 C.F.R. Part 92.2.
- 1.5 **Contract Administrator** means the Director of the Housing and Urban Planning Division, or such other person designated by same in writing.
- 1.6 **County Administrator** means the administrative head of County appointed by the Board.
- 1.7 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.8 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.
- 1.9 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.
- 1.10 **HUD** means the United States Department of Housing and Urban Development.
- 1.11 **Income Eligible Household** means a "low-income" family, each as defined in 24 C.F.R. Part 92.2.
- 1.12 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.
- 1.13 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD's Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.
- 1.14 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, "HOME Investment Partnerships Program," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI)

System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.15 **Services** means all work required of City under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Project Description attached as Exhibit A.

1.16 **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through City, regardless of tier.

## **ARTICLE 2. EXHIBITS**

The following exhibits are attached hereto and incorporated into this Agreement:

|                  |                                     |
|------------------|-------------------------------------|
| <b>Exhibit A</b> | <b>Project Description</b>          |
| <b>Exhibit B</b> | <b>Budget</b>                       |
| <b>Exhibit C</b> | <b>Project Timeline</b>             |
| <b>Exhibit D</b> | <b>Quarterly Progress Report</b>    |
| <b>Exhibit E</b> | <b>Request for Payment</b>          |
| <b>Exhibit F</b> | <b>Form of Mortgage and Note</b>    |
| <b>Exhibit G</b> | <b>Affirmative Marketing Policy</b> |
| <b>Exhibit H</b> | <b>Homebuyer Agreement</b>          |

## **ARTICLE 3. PROJECT**

3.1 City shall provide and implement a Homebuyer Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended HOME Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence for City's performance of the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.3.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

- 3.3.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports for each quarter must be submitted to County no later than the tenth (10<sup>th</sup>) calendar day of the following quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.
- 3.3.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.
- 3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, Services or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all Services or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. City shall properly record the executed mortgage and promissory note and furnish them to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

#### **ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS**

4.1 The maximum amount payable to City under this Agreement shall be One Hundred Eight Thousand Six Hundred Forty-Seven Dollars (\$108,647). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County

funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any City personnel providing any Services, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing Services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;
- 4.3.5 A certified copy of the purchase order or other City document authorizing the Services, activities, or materials for which City is invoicing;
- 4.3.6 A copy of all Subcontractor invoices for the Project indicating the Services or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.7 A certification from City's administrator or the administrator's authorized representative certifying that the Services, or activities, or materials being invoiced have been received or completed; and
- 4.3.8 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) days after receipt of City's proper Request for Payment for reimbursement of eligible Project expenses in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to City's address in accordance with Section 12.8, unless otherwise requested by City in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement, or impose other remedies for noncompliance consistent with 2 C.F.R. § 200.339, for any of the following events:

- 4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;
- 4.9.2 Failure to comply with the terms of this Agreement;
- 4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, beneficiary data, and a favorable audit report;
- 4.9.4 Submission of incorrect or incomplete reports in any material respect; and
- 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions. Suspension of payment shall not excuse City from continued delivery of Services.

4.10 At the sole discretion of the Contract Administrator, unexpended HOME Funds not provided to or reimbursed to City under the terms of this Agreement, including but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.2 or failure to comply with any other terms of this Agreement, may be reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice Subcontractor fees only in the actual amount paid by City, without markup or other adjustment.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account (i) of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) City's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

## **ARTICLE 5. INDEMNIFICATION**

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each



Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, and its current, past, and future officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by any breach of this Agreement by City, or any negligence, recklessness, or intentional wrongful misconduct of City and/or persons employed or utilized by City in the performance of this Agreement, including but not limited to City's Subcontractors, consultants, sub-subconsultants, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE 6. INSURANCE**

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that "Broward County" is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to all such broader coverages and higher limits on a primary coverage and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 City shall require that each Subcontractor maintains insurance coverage that adequately covers Subcontractor's exposure based on the Services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

## ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this

Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications. City represents and certifies that it and its Subcontractors do not use, and during the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of all HOME Funds paid to City under this Agreement; (b) deduction from HOME Funds due to City under this Agreement in the full amount of any value paid in violation of a representation or warranty; (c) termination of this Agreement without any further liability to City; and (d) debarment of City.

7.7 Public Entity Crime Act. In the event City contracts with a Subcontractor to provide any of the Services, City shall require that each Subcontractor attest that: (a) it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes; (b) its entry into the agreement with the City will not violate that statute; (c) there is no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes; and (d) it has not been formally charged with committing an act as defined as a "public entity crime" regardless of the amount of money involved or whether the Subcontractor has been placed on the convicted vendor list.

## **ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS**

8.1 City shall comply with all Applicable Law, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 24 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any

possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

- 8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
- 8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

In compliance with 24 C.F.R. Part 92.504(c)(2)(iv), while City shall assist County to enable County to carry its environmental review responsibilities, City does not assume the County's

responsibilities for environmental review under 24 C.F.R. Part 92.352, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each Income Eligible Household, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(a), the value of the property, principal residence, lease-purchase, if applicable, and the resale or recapture provisions. The agreement must specify the amount of HOME Funds, the form of assistance, the use of funds, and the time by which the housing must be acquired. City shall review Exhibit H for legal sufficiency and ensure that the agreement it enters into with each Income Eligible Household complies with all applicable requirements.

## **ARTICLE 9 - FINANCIAL RESPONSIBILITY**

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with the Agreement, Applicable Law, and HUD regulations.

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

- 9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.
- 9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.
- 9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 92.503, in accordance with the provisions under 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.



## **ARTICLE 10. TERM OF AGREEMENT**

This Agreement begins retroactively on October 1, 2025 ("Effective Date"), and continues through March 31, 2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term." City must ensure Project Completion prior to expiration of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

## **ARTICLE 11. TERMINATION**

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

### **11.2 Termination for Cause.**

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within ten (10) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424; or (viii) if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes or is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 If this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by the County with at least thirty (30) days advance written notice to City. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

11.8 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

## **ARTICLE 12 - MISCELLANEOUS**

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges, reimburse County for administrative costs, and pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses

listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County and Urban Planning Division  
Attn: Darby Delsalle, Director  
110 N.E. 3<sup>rd</sup> Street, Third Floor  
Fort Lauderdale, Florida 33301  
Email address: ddelsalle@broward.org

FOR CITY:

City of Deerfield Beach  
Todd Drosky, Mayor  
150 N.E. 2<sup>nd</sup> Avenue  
Deerfield Beach, Florida 33441  
Email address: web.commission@deerfield-beach.com

12.9 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.11 Compliance with Laws. City and the Services must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the

HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are

removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

12.25 Use of County Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.27 Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of City hereby attests under penalty of perjury as follows: City is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in City; and the undersigned authorized representative of City declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 3rd day of March, 2026 (Agenda Item No. 19), and City of Deerfield Beach, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

**COUNTY**

Broward County, by and through  
its County Administrator

By: \_\_\_\_\_  
Monica Cepero

\_\_\_\_ day of \_\_\_\_\_, 2026

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

By: \_\_\_\_\_  
Karina D. Rodrigues (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

KDR/ST/sr  
HOME – Deerfield Beach – Purchase Assistance – City Administered  
06/24/2026  
iManage #1230762v2

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH  
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR  
HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2025 – 2026  
(CFDA # 14.239 / FAIN # M25-DC-120201)

CITY

CITY OF DEERFIELD BEACH

ATTEST: By: \_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
CITY CLERK Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2026

I HEREBY CERTIFY that I have approved this  
Agreement as to form and legal sufficiency  
subject to execution by the parties:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### PROJECT DESCRIPTION

Fiscal Year: FY 2025-2026

Project Description: City of Deerfield Beach  
Homebuyer/Purchase Assistance Program

HOME Funds Allocation: \$108,647

Program Income: \$0

**Total Allocation:** \$108,647

Project Description:

HOME Funds in the amount of One Hundred Eight Thousand Six Hundred Forty-Seven Dollars (\$108,647) provided under this Agreement shall be used by City to provide purchase assistance to a minimum of one (1) Income Eligible Household, at an amount up to Eighty-Five Thousand Dollars (\$85,000) for each very-low income household, or up to Fifty-Five Thousand Dollars (\$55,000) for each low to moderate income household, as defined in 24 C.F.R. Part 92.2. City shall certify each applicant for income-eligibility as provided for in this Agreement. The balance, if any, will be used to assist (or leverage) additional household(s) for purchase assistance.

**Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)**

Subrecipient name: City of Deerfield Beach

Subrecipient Unique Entity Identifier: RNAJUJR8BKA5

Federal Award Identification Number (FAIN): M25-DC120201

Federal Award Date: March 11, 2026

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: \$108,647; Amount includes only federal funds from County's fiscal year 2025-2026 Annual Action Plan and Program Income.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through Entity: Broward County

Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.239 – HOME Investment Partnership Program (HOME Program); The dollar amount made available under each Federal Award and CFDA at time of disbursement: For amount see Exhibit B - CFDA 14.239

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

## ATTACHMENT 1 TO EXHIBIT A

### PROGRAM DESIGN

#### Program Summary

City shall require each Income Eligible Household to execute a Mortgage and Promissory Note for any HOME Funds provided in accordance with this Agreement in favor of the County. The maximum grant amount for each Income Eligible Household includes all administrative fees and lead-based paint fees. Applicants will be processed by City on a first-qualified, first-served basis. The existing home value shall be in accordance with homeownership value limits set annually by HUD regulations.

The following types of properties are eligible for funding under the Agreement:

- Single-family homes
- Condominium units
- Townhouses
- Villas

The loan terms shall be as follows:

- Maximum assistance of \$85,000 for each very-low and low-income household, and \$55,000 for each low to moderate income household.
- 0% interest, forgivable loan ("Loan").
- The principal balance of the Loan shall be forgiven at the end of fifteen (15), ten (10), or five (5) years, depending upon loan amount and HOME affordability period, with no annual reduction. Full repayment of the Loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the subject occupancy period.
- The loan terms are subject to the affordability periods as mandated by HUD regulations:

| Purchase Assistance |                      |
|---------------------|----------------------|
| Investment Amount   | Affordability Period |
| Less than \$20,000  | 5 years              |
| \$20,000-\$55,000   | 10 years             |
| More than \$55,000  | 15 years             |

### City's Responsibilities

- City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.
- City will forward to County within 30 days all original Mortgages, Promissory Notes (with a recorded copy) and Homebuyer Agreements (Homebuyer Agreements are not required to be recorded).
- City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.
- City shall comply with Rules and Regulations of HUD governing the project, including, but not limited to, the following:
  - Property shall be in compliance with applicable local codes and the Florida Building Code, in accordance with 24 C.F.R. Part 92.251, Property Standards.
  - Lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355.
  - Income Eligible Household shall refer to a household with a maximum household income less at 80% or below of County median income.
  - Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.
- City will ensure that each household has a written homebuyer purchase assistance agreement in the form of Exhibit H, as per 24 C.F.R. 92.504(c)(5)(i) prior to disbursing HOME funds.

### County's Responsibilities

- County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.
- County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County Subordination Policy must be met for subordination to be considered:

- NO CASH OUT with HOME mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

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## EXHIBIT B

### BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

| BUDGET NARRATIVE | Cost Category                    | HOME Funds    | City Funding | Other Funding Sources | Total         |
|------------------|----------------------------------|---------------|--------------|-----------------------|---------------|
| A                | Personnel (Service Delivery/ADC) |               |              |                       | \$ -          |
|                  | Fringe Benefits                  |               |              |                       |               |
| B                | Travel                           |               |              |                       | \$ -          |
| C                | Equipment/Supplies               |               |              |                       | \$ -          |
| D                | Direct Client Subsidy            | \$ 108,647.00 |              |                       | \$ 108,647.00 |
| E                | Contractual Services             |               |              |                       | \$ -          |
| F                | Construction                     |               |              |                       | \$ -          |
| G                | Inspections/Testing              |               |              |                       | \$ -          |
| H                | Lien Recording/Doc. Stamp Fees   |               |              |                       | \$ -          |
| I                | Other                            |               |              |                       | \$ -          |
| Total            |                                  | \$ 108,647.00 | \$ -         | \$ -                  | \$ 108,647.00 |

### BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

- Direct Client Subsidy: Cost purchase for a minimum of one (1) Income Eligible Household at an amount up to \$85,000.00 per very low to low-income family or up to \$55,000 to a low/moderate income household as defined in 24 C.F.R. Part 92.2. **The balance, if any, will be used to assist (or leverage) additional household(s) for purchase assistance.**
- Other Costs (appraisals, recording fees, etc.): \$0 [Click or tap here to enter text.](#)

HOME Funds in the amount of One Hundred Eight Thousand Six Hundred Forty-Seven Dollars (\$108,647) provided under this Agreement shall be administered by City to provide purchase assistance to a minimum of one (1) Income Eligible Household, at an amount up to Eighty-Five Thousand Dollars (\$85,000) for each very-low income household, and up to Fifty-Five Thousand Dollars (\$55,000) for each low to moderate income household, as defined in 24 C.F.R. Part 92.2. The balance, if any, will be used to assist (or leverage) additional families.



The Direct Client Subsidy maximum amounts include all costs, with the exception of recording fees. The total Direct Client Subsidy amount will be reflected on the mortgage.

**When submitting requests for payments for direct services, they must be accompanied by a timesheet(s) which includes household name, address and a description of work tied to hours billed.**

### **Allowable Cost for U.S. HUD Share of Budget**

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

**Personnel (Salary)** costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

**Fringe Benefit** costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

**Travel** costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

**Equipment** costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

**Material/Supplies** cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

**Subcontracts/Contractual Services** must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

**Consultant** agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

**Construction** costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing and Urban Planning Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

**Other** costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

**Leverage** is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

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## EXHIBIT C

### PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

| <b>WORK TASKS</b>                                                                                  | <b>PROJECTED YEARLY TOTAL</b> | <b>START-UP</b>                 | <b>COMPLETION</b>                                                        |
|----------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------|--------------------------------------------------------------------------|
| Identify and process Income Eligible Households                                                    | 1                             | October 1, 2025<br>(Ongoing)    | October 31, 2026                                                         |
| Review Bank Package, Income Certification, Inspection, etc.                                        | 1                             | October 1, 2025<br>(Ongoing)    | October 31, 2026                                                         |
| Preparation and Execution of Homebuyer Agreements with Income Eligible Households (Encumber funds) | 1                             | November 30, 2026<br>(Ongoing)  | January 31, 2027                                                         |
| Closings/<br>Clients Assisted                                                                      | 1                             | January 1, 2027<br>(Ongoing)    | March 31, 2028                                                           |
| Provide Quarterly Progress Reports to County                                                       | 6                             | December 31, 2026               | March 31, 2028                                                           |
| Final Invoice to County                                                                            | 1                             | September 30, 2026<br>(Ongoing) | March 31, 2028<br>*(all funds must be expended on or prior to this date) |
| Provide Final Report to County with Final Beneficiary Data                                         | 1                             | March 1, 2028                   | March 31, 2028                                                           |

The timeline is structured for the County to be able to comply with the HUD commitment regulations. The County will consider requests for extensions of deadlines on a case-by-case basis and retains full discretion to accept or deny such requests. The County will not extend any deadline unless there is an available exception.

## EXHIBIT D

### QUARTERLY PROGRESS REPORT

Report Months Covered: Click or tap here to enter text. to Click or tap here to enter text. Year Click or tap here to enter text.

Project Fiscal Year Click or tap here to enter text. Date of Report Click or tap here to enter text.

#### **1. Project Information.**

**City or Agency Name** Click or tap here to enter text.

**Project Title** Click or tap here to enter text.

**Project Start-up Date** Click or tap to enter a date.

**Project Completion Date** Click or tap to enter a date.

**Revised Completion Date if applicable** Click or tap to enter a date.

**Name and Title of Person Preparing the Report** Click or tap here to enter text.

**Signature** \_\_\_\_\_

#### **2. Project Cost (Includes expenditures not yet submitted for reimbursement)**

|                                | Fiscal Year Project budget | Total Expenditure Up to Last Billing | Expenditures not yet submitted | Total Funds Expended to Date | Percentage Expended |
|--------------------------------|----------------------------|--------------------------------------|--------------------------------|------------------------------|---------------------|
| HOME Funds                     |                            |                                      |                                | \$ -                         | 0%                  |
| Other Funding (specify source) |                            |                                      |                                | \$ -                         | 0%                  |
| Total Project                  | \$ -                       | \$ -                                 | \$ -                           | \$ -                         | 0%                  |

#### **3. Percent of Project completed to date** Click or tap here to enter text. %

#### **4. Declaration of Agency Program Income.**

Program Income/Recapture Amount: \$ Click or tap here to enter text. Funding Year FY Click or tap here to enter text. Client Name Click or tap here to enter text. City Click or tap here to enter text.

Address Click or tap here to enter text.

Date received by City Click or tap here to

enter text. Type of Activity (Rehab or DPA) Click or tap here to enter text. Date check sent to County

Click or tap here to enter text.

**5. Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable**

| Work Tasks                                                                                      | Projected Yearly Project Performance | Status during period of this report (i.e., Underway or Completed) | Indicate number served during this report period only | Fiscal Year to Date Progress |
|-------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------|------------------------------|
| Identify and process Income Eligible Households                                                 | 1                                    |                                                                   |                                                       |                              |
| Review Bank Package, Income certification, Inspection, etc.                                     |                                      |                                                                   |                                                       |                              |
| Preparation and Execution of Homebuyer Agreements with Income Eligible Clients (Encumber funds) | 1                                    |                                                                   |                                                       |                              |
| Closings/ Clients Assisted                                                                      | 1                                    |                                                                   |                                                       |                              |
| Provide Quarterly Progress Reports to County                                                    | 6                                    |                                                                   |                                                       |                              |
| Final Invoice to County                                                                         | 1                                    |                                                                   |                                                       |                              |
| Provide Final Report to County with Final Beneficiary Data                                      | 1                                    |                                                                   |                                                       |                              |

| Beneficiary Information for clients being served <b><u>this Report Period</u></b> | Name                                                                                                                                                     | Address                                                                                                                                                | City                             |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
|                                                                                   | 1. Click or tap here to enter text.<br>2. Click or tap here to enter text.<br>3. Click or tap here to enter text.<br>4. Click or tap here to enter text. | 1 Click or tap here to enter text.<br>2 Click or tap here to enter text.<br>3. Click or tap here to enter text.<br>4. Click or tap here to enter text. | Click or tap here to enter text. |

**6. If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.**

Click or tap here to enter text.

**7. Did the City make any changes with regards to contractors/vendors associated with the project?** ☐no ☐yes

Please explain: Click or tap here to enter text.

**8. Did the City make, or does it plan on making, any Substantial Changes to its program relating to activities, purpose, allocation priorities, or more than a 50% change in funding or beneficiaries previously approved by the County Commission?**

☐no ☐yes ☐ Please explain: Click or tap here to enter text.

**For any completed project, please complete the Direct Benefit Report Form that follows as Attachment 1 to this Exhibit. The form will serve as a running total of beneficiary data.**

# ATTACHMENT 1 TO EXHIBIT D

## DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

| HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA                              |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
|----------------------------------------------------------------------------|----------------------|-------------------|--------------------------|----------------|---------------------------------------------|-------------------------------|------------------------------------|-----------------------|---------------------------------|----------------------------------|---------------------|-----------------------|-------------------------------------|-----------------------------------|---------------|------------------------|---------------------------------|
| Subrecipient:                                                              |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| Accomplishment Period: Is this a Final Report: *                           |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| Get it with no error! (*) have DROPDOWN OPTIONS please click on cell below |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| LOCATION (TAB 1 IN IDIS)                                                   |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| IDIS Activity Number                                                       | HOME Funding Year *  | First Name        | Last Name                | Street Address | City                                        | County                        | Zip Code                           | HOME Assisted Units   | Unit Qualified as Energy Star * | Section 504 Accessible Units *   | Property Type *     | Total Completed Units | Applicable Lead Paint Requirement * | Lead Hazard Remediation Actions * | PHA Insured * | First Time Homebuyer * | Homebuyer Counseling Provided * |
| 11                                                                         |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 12                                                                         |                      |                   |                          |                |                                             | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 13                                                                         |                      |                   |                          |                |                                             | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 14                                                                         |                      |                   |                          |                |                                             | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 15                                                                         |                      |                   |                          |                |                                             | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 16                                                                         |                      |                   |                          |                |                                             | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 17                                                                         |                      |                   |                          |                |                                             | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 18                                                                         |                      |                   |                          |                |                                             | Broward                       |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| COSTS (TAB 2 IN IDIS)                                                      |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| CHOOSE ONLY ONE HOME FUND TYPE- THIS FY ONLY!                              |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)              |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| ENTER APPLICABLE PRIVATE FUNDS (Fund Type/Name, Amount and FY)             |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| Last Name                                                                  | Amortized Loan \$    | Grant \$          | Deferred Payment Loan \$ | Other \$       | Non-Recorded Fee \$- Charged to the FY ONLY | Total \$ (THIS FY HOME FUNDS) | Other Federal Fund Type- Fund Name | Other Federal Fund \$ | Other Federal Fund FY           | Other State Fund Type- Fund Name | Other State Fund \$ | Last Name             | Tax Exempt Bonds                    | Total \$                          | Last Name     | Private Loans \$       | Owner Cash Contribution \$      |
| 23                                                                         | 0                    |                   |                          |                |                                             | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |
| 24                                                                         | 0                    |                   |                          |                |                                             | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |
| 25                                                                         | 0                    |                   |                          |                |                                             | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |
| 26                                                                         | 0                    |                   |                          |                |                                             | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |
| 27                                                                         | 0                    |                   |                          |                |                                             | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |
| 28                                                                         | 0                    |                   |                          |                |                                             | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |
| 29                                                                         | 0                    |                   |                          |                |                                             | \$ -                          |                                    |                       |                                 |                                  |                     |                       | 0                                   | \$ -                              | 0             |                        |                                 |
| BENEFICIARIES (TAB 3 IN IDIS)                                              |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| Unit Number                                                                | Number of Bedrooms * | % Median Income * | Hispanic or Latino *     | Race *         | Household Size *                            | Household Type *              | Assistance Type *                  |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 31                                                                         |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 32                                                                         |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |
| 33                                                                         |                      |                   |                          |                |                                             |                               |                                    |                       |                                 |                                  |                     |                       |                                     |                                   |               |                        |                                 |

## EXHIBIT E

### REQUEST FOR PAYMENT

#### HOME Investment Partnerships Grant Program Fiscal Year 2025 to 2026

Contract Period: October 1, 2025 to March 31, 2028

|                                                               |                                              |                                  |                                   |
|---------------------------------------------------------------|----------------------------------------------|----------------------------------|-----------------------------------|
| <b>1. Project Name:</b>                                       |                                              |                                  |                                   |
| <b>2. Organization:</b>                                       |                                              | <b>Telephone Number:</b>         |                                   |
| <b>3. Billing Number:</b>                                     |                                              |                                  |                                   |
| <b>4. Billing Period Covered:</b>                             |                                              |                                  |                                   |
| <b>5. % of Total Contract, Expended through this Billing:</b> |                                              |                                  |                                   |
| <b>6. Cost Categories</b>                                     | <b>Total Expenditures Up to Last Billing</b> | <b>Expenditures This Billing</b> | <b>Total Expenditures To Date</b> |
| <b>A. Project Costs</b>                                       |                                              |                                  |                                   |
| Salary and Fringes                                            |                                              |                                  |                                   |
| Contractual                                                   |                                              |                                  |                                   |
| Construction (Retainage)                                      |                                              |                                  |                                   |
| Construction (All other construction costs)                   |                                              |                                  |                                   |
| Other Project Costs                                           |                                              |                                  |                                   |
| Total Expenditures                                            |                                              |                                  |                                   |
| Funds Obligated:<br>(By Funding Agreement)                    |                                              |                                  |                                   |
| Balance                                                       |                                              |                                  |                                   |
| <b>B. In-kind</b>                                             |                                              |                                  |                                   |



|                                                                                                      |                                      |                               |               |
|------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------|---------------|
| <b>7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)</b> |                                      |                               |               |
| <b>Vendor Name</b>                                                                                   | <b>Invoice #<br/>(If Applicable)</b> | <b>Description of Service</b> | <b>Amount</b> |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |
|                                                                                                      |                                      |                               |               |

**Total Request for Reimbursement \$ \_\_\_\_\_**

**8. Certification:**  
I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date

## EXHIBIT F

### FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:  
Broward County Housing and  
Urban Planning Division (BCHUPD)  
110 N.E. 3<sup>rd</sup> Street, Suite 300  
Fort Lauderdale, Florida 33301

Document prepared by:  
[INSERT NAME OF PREPARER]  
BCHUPD

Matures: \_\_\_\_ day of \_\_\_\_, 20\_\_ [insert date Note is signed + 5, 10, or 15 years]

#### **MORTGAGE TO SECURE HOME INVESTMENT PARTNERSHIPS PROGRAM FINANCING FOR PURCHASE ASSISTANCE**

Form Version: February 2026

This Mortgage to Secure HOME Investment Partnerships Program Financing for Purchase Assistance ("Mortgage") made this \_\_\_\_ day of \_\_\_\_, 20\_\_, between \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Loan"), which indebtedness is evidenced by Mortgage's Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and Note, and the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing and Urban Planning Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a [insert position] mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.
2. **Term of Mortgage.** The term of this Mortgage shall be five (5) ten (10) fifteen (15) years from the date of execution of the Note.

3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

4. **Insurance.**

(a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.

(c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Mortgagee's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all receipts of paid premiums.

(d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

(e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(f) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.

6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagee to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. **Care of Property.**

a. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

b. Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. **Transfer of the Property.** No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee, unless otherwise required by applicable law. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagee notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

- a. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.
- b. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.
- c. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.
- d. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.
- e. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.
- f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.
- g. Any action prohibited herein.
- h. The transfer or lease of the Property to a third party.
- i. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida, by the Mortgagee at the expense of Mortgagor.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

24. **No Waiver; Mortgagor Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

25. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

26. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

27. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MORTGAGOR, \_\_\_\_\_, has executed this Mortgage.

WITNESSES:

MORTGAGOR:

Sign Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

Sign Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA            )  
                                          SS:  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who ☐ is personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



ATTACHMENT A

To

**Mortgage to Secure HOME Investment  
Partnerships Program Financing for Purchase Assistance**

Legal Description:

Parcel Identification Number:

Street Address:

## **EXHIBIT A TO MORTGAGE**

### **HOME PROMISSORY NOTE** **PURCHASE ASSISTANCE PROGRAM** Forgivable Loan

**\$ (Amount to be inserted)** \_\_\_\_\_, 20\_\_

Matures: \_\_\_\_ day of \_\_\_\_\_, 20\_\_ [insert date Note is signed + \_\_\_\_ years]

FOR VALUE RECEIVED, the undersigned \_\_\_\_\_ ("Maker"), whose address is \_\_\_\_\_, promises to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This HOME Investment Partnerships Program ("HOME") Promissory Note ("Note") is secured by a Mortgage to Secure HOME Financing for Purchase Assistance ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of the Mortgage securing this Note, which date is the \_\_\_\_\_ (\_\_\_\_ th) anniversary of the execution of this Note, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied. Upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan, or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.

4. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

5. This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

6. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.

7. Except for any notice required under applicable law to be given in another manner, all notices under this Note shall be provided as specified in Section 20 of the Mortgage.

8. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

9. This Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**

10. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, \_\_\_\_\_, has executed this Note.

WITNESSES:

MAKER

Sign Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

Sign Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA       )  
                                  SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who ☐ is personally known to me or who ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**ATTACHMENT A  
TO HOME PROMISSORY NOTE**

Legal Description:

Parcel Identification Number:

Street Address:

## EXHIBIT G

### AFFIRMATIVE MARKETING POLICY

#### A. AFFIRMATIVE MARKETING:

##### 1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Broward County Housing and Urban Planning Division ("HUPD").

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the HUPD. The County's Four Factor Analysis for LEP can be viewed at:

<https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf>

Para obtener información adicional, visite el sitio web de HUPD mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

##### 2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing and Urban Planning Division.

Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

##### 3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

#### 4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

#### B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

#### C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the HUPD or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

#### D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the HUPD, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the HUPD will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.



## EXHIBIT H

### Homebuyer Agreement

#### **BROWARD COUNTY HOME PROGRAM HOME – Purchase Assistance Program Homebuyer Agreement**

**Funding Year: Fiscal Year 20[ ] – 20[ ]** *[Insert fiscal year funding was allocated to Agency]*

**Homebuyer/s:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Commitment/Funding Amount: \$** \_\_\_\_\_ **Property Value: \$** \_\_\_\_\_

*Commitment includes all HOME funds: Purchase assistance amount, fees, and service delivery, if applicable.*

This Agreement is entered into by \_\_\_\_\_ (“the Agency”) and Homebuyer/s noted above (“Homebuyer/s”), collectively referred to as “the Parties”.

#### **WITNESSETH:**

**WHEREAS**, the Agency has received **HOME** funds appropriated by the National Affordable Housing Act of 1990, as amended, and from the U.S. Department of Housing and Urban Development (hereinafter called “HUD”), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994.

**WHEREAS**, the Agency has agreed to use the HOME funds to finance a Homebuyer Purchase Assistance Program and meet the requirements as set forth in 24 CFR Part 92, as amended or waived by HUD.

**NOW THEREFORE**, the Parties covenant and agree as follows:

#### **1. AFFORDABILITY PERIOD**

The property must remain affordable for a term of \_\_\_\_\_ years (the “Affordability Period”), or until the first of the following events occur: (1) Homebuyer/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) The Homebuyer/s no longer occupy the unit as their principal residence; or (3) The Homebuyer dies, or if a married couple, the survivor dies.

#### **2. FUNDING AMOUNT AND FORM OF ASSISTANCE**

##### **TERMS:**

The Agency will provide a Deferred Payment Loan in an amount up to \$ \_\_\_\_\_ at Zero (0%) percent interest for a period no less than and not to exceed the term of affordability identified in Paragraph 1 above.

City terms: \_\_\_\_\_

At the end of the Affordability Period, the remaining outstanding principal amount shall be forgiven.

Amount inclusive of all fees with service delivery \_\_\_\_ YES \_\_\_\_ NO



### **3. RECAPTURE/RESALE PROVISIONS**

Recapture provisions will apply pursuant to 24 CFR 92.254 upon one or more of the following events: (1) the Homebuyer/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homebuyer/s no longer occupy the unit as their principal residence; or (3) the Homebuyer dies, or if a married couple, the survivor dies. If the housing does not continue to be the principal place of residence for the family for the entire duration of the affordability period, then recapture provisions will apply.

**Pursuant to 24 CFR 92.254 (a)(5)(ii)(A)(2), the Agency will require Homebuyer/s to repay the entire amount of the HOME investment if any of the stated recapture events occur.**

The Agency will NOT exercise a resale provision pursuant to 24 CFR 92.254(a)(5). These and other repayment provisions shall be enforced via the Promissory Note and/or Mortgage, which will also be executed at Closing.

### **4. PROGRAM REQUIREMENTS**

The Agency and the Homebuyer/s agree to comply with these program requirements, as set forth in the HOME regulations (24 CFR Part 92 Subpart F) as follows:

- a) Income Eligible and Principal Residence: The Homebuyer/s have certified that at the time of application and approval, their annual income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD, with adjustments for family size;
- b) Principal Residence: The Homebuyer/s certify that the property will be their principal residence during the Affordability Period;
- c) Property Value: The property is located within the jurisdiction of the Agency's HOME Program and has an appraised value of \$ \_\_\_\_\_, which is equal or less than ninety-five percent (95%) of the area median sales price at or below \$ \_\_\_\_\_. The Agency has reviewed the household income and the property value requirements in accordance with the HOME Program requirements, and has approved the Homebuyer/s and property as eligible for funding
- d) Property Maintenance: The Homebuyer/s must maintain the property, including payment of property taxes, property insurance and flood insurance (if applicable) and homebuyer's insurance, during the Affordability Period. Broward County will be named as Additional Mortgagee on all property and flood insurance coverage during the Affordability Period;
- e) Housing Quality Standards: the property, at initial occupancy by the Homebuyer/s, has met, at a minimum, Section 8 Housing Quality Standards (HQS)/Uniform Physical Condition Standards (UPCS) and local building codes and ordinances of Broward County. The Agency has inspected the property or reviewed the appraisal and/or the property inspection report and has approved this project eligible for funding on this basis;
- f) Equal Opportunity, Fair Housing and Affirmative Marketing (24 CFR Part 92.351);
- g) Environmental review;
- h) Lead-based paint inspections and mitigation;
- i) Conflict of interest;
- j) Flood insurance coverage; and
- k) Executive Order 12372.

### **5. ESTIMATED START DATE AND DISBURSEMENT OF FUNDS**

The Homebuyer/s agree that the funds will only be used as a subsidy to a private loan to lower monthly housing costs (PITI) to the Homebuyer/s, and to pay closing costs and a part of the down payment amount (if necessary). The HOME funds shall be disbursed by the Agency at the time of loan closing, estimated to be within ninety (90) calendar days of this Agreement.

### **6. RECORDS AND REPORTS**

The Agency and Homebuyer/s agree to complete all reports and maintain documentation (as applicable to each party) in accordance with HUD guidelines (24 CFR Part 92) for a period of five (5) years after the end of the affordability term.

**7. ENFORCEMENT OF THE AGREEMENT**

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property. Failure by the Homebuyer/s to comply with the terms of this Agreement and the loan documents will be considered a default, and appropriate legal actions will be taken.

**8. HOMESTEAD EXEMPTION**

Throughout the Affordability Period, the Agency reserves the right to confirm the premises is in use as the Homebuyer/s’ principal residence. The primary (but not sole) indication that the premises is the principal residence is continued Homestead Exemption throughout the Affordability Period. If Homestead Exemption lapses during the Affordability Period, the Agency will assume the premises is no longer the Homebuyer/s’ principal residence, will demand full repayment of the assistance provided, and take appropriate legal action to secure repayment.

**9. DURATION OF THE AGREEMENT**

This Agreement will be in effect for a term which shall run for the duration of the Affordability Period established under Paragraph 1.

**10. REFINANCING AND SUBORDINATION OF HOME FUNDS**

For Broward County to consider a subordination request when Homebuyer/s refinances their first mortgage, among other conditions, Broward County requires that there is no cash out on the refinance, at least 10% equity is retained, Broward County stays in second lien position, and the Homebuyer/s must provide the County a current property appraisal along with other current information.

**11. OTHER PROVISIONS**

No discrimination against any person or group of persons by the parties on account of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis protected by applicable law in the performance of this Agreement.

Nothing contained in this Agreement or any act of the Agency or the Homebuyer/s shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third-party beneficiary, principal or agent, limited of general partnership, joint venture or any association or relationship involving Broward County.

**AGREED TO AND ACCEPTED** by the Parties on the date last noted below:

Homebuyer/s:

City/Agency Name:

\_\_\_\_\_  
Homebuyer Signature                      Date

\_\_\_\_\_  
Signature (City/Agency Designee)

\_\_\_\_\_  
Homebuyer: Print Name                      Date

Date: \_\_\_\_\_

\_\_\_\_\_  
Homebuyer Signature                      Date

\_\_\_\_\_  
Homebuyer: Print Name                      Date

**BROWARD COUNTY HOME CONSORTIUM**  
**Amended Purchase Assistance Program Homebuyer Agreement**

**Homebuyer/s:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Amended Commitment Amount: \$\_\_\_\_\_ Date: \_\_\_\_\_**  
**(All HOME funds to include final assistance amount per closing statement, fees, and service delivery, if applicable.)**

FINAL AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homebuyer/s:

|                       |                          |      |
|-----------------------|--------------------------|------|
| Homebuyer 1 Signature | Homebuyer 1 - Print Name | Date |
|-----------------------|--------------------------|------|

|                       |                          |      |
|-----------------------|--------------------------|------|
| Homebuyer 2 Signature | Homebuyer 2 - Print Name | Date |
|-----------------------|--------------------------|------|

City/Agency Name: \_\_\_\_\_

|                                  |                     |      |
|----------------------------------|---------------------|------|
| Signature (City/Agency Designee) | Designee Print Name | Date |
|----------------------------------|---------------------|------|

**Final Recorded Mortgage Amount: \$\_\_\_\_\_**

\_\_\_\_\_  
Homebuyer 1  
Initials

\_\_\_\_\_  
Homebuyer 2  
Initials

\_\_\_\_\_  
City/Agency  
Designee  
Initials



# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-372

**Agenda Date:** 8/4/2026

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Salt & Soil Farmers Market, LLC, to host a farmers market taking place on the northwest area of the Cove Shopping Plaza every Saturday during the months of October 2026 through May 2027 from 9:00 a.m. to 1:00 p.m.; approving and authorizing execution of a parking lot license agreement for use of the City's parking area; providing for an effective date.**

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

Salt & Soil has submitted a Special Event Application to host a weekly Farmers Market on the north-west side of The Cove Shopping Plaza each Saturday during the months of October through May from 9:00 am to 1:00 pm. The proposed market is anticipated to attract approximately 800 attendees each week and include up to 55 vendors offering a variety of sales for local crafts and artists.

The requested area of the plaza will occupy approximately 85 parking spaces in the north-west area of the Cove Shopping Plaza. Vendors participating in the event will be charged \$75 for their space. Although the plaza is owned by the City of Deerfield Beach, the event directly impacts a variety of businesses located within the plaza. No road closures are necessary.

The applicant submitted letters of support from 22 businesses located within the Cove Shopping Center. Of those, 16 businesses are directly impacted by the proposed Farmers Market operating hours. The shopping center contains approximately 57 occupied businesses that are visible and accessible to the public. Based on the 16 businesses that would be directly affected and submitted letters of support, approximately 28% of the occupied businesses have expressed support for the proposed Farmers Market. The remaining six businesses that submitted letters of support are not directly impacted by the Farmers Market operating hours because they are either closed on Saturdays or do not open until later in the day, after the market has concluded.

During the October through May market season this past year, the Farmers Market was operated by Real Food Boca. While the market was successful in attracting visitors, staff received feedback that not all surrounding businesses supported the event. In addition, parking at Sullivan Park became a recurring concern, as market vendors and attendees occupied a significant number of parking

spaces, limiting parking availability for park patrons and other visitors to the area.

The application has been reviewed by the Special Events Committee and will adhere to all requirements set forth by the Broward Sheriff's Office (BSO) and the City of Deerfield Beach to ensure that any potential safety issues are addressed. Salt & Soil has committed to securing all required permits, licenses, and inspections prior to each market occurrence. The organization has also agreed to obtain a BSO detail if required and to pay the agreed-upon fee to the City to cover the cost of use of the space, as well as any necessary city support staff. The use of the parking lot will require the execution of the attached Parking Lot License Agreement if the application is approved.

### **Current Activity**

Community Events received a Special Events Application from Salt & Soil for The Cove Farmers Market, to take place each Saturday during the months of October through May from 9:00 am to 1:00 pm on the north-west side of the Cove Shopping Plaza, 1582 SE 3rd Ct., Deerfield Beach, FL 33441. This is the second request for City Commission approval for this proposed location.

**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY SALT & SOIL FARMERS MARKET, LLC, TO HOST A FARMERS MARKET TAKING PLACE ON THE NORTHWEST AREA OF THE COVE SHOPPING PLAZA EVERY SATURDAY DURING THE MONTHS OF OCTOBER 2026 THROUGH MAY 2027 FROM 9:00 A.M. TO 1:00 P.M.; APPROVING AND AUTHORIZING EXECUTION OF A PARKING LOT LICENSE AGREEMENT FOR USE OF THE CITY'S PARKING AREA; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Salt & Soil Farmers Market, LLC (the "Applicant") intends to host an outdoor farmers market every Saturday during the months of October 2026 through May 2027 from 9:00 a.m. to 1:00 p.m. within the Cove Shopping Plaza (the "Events") in the City of Deerfield Beach (the "City"); and

**WHEREAS**, according to the Special Event Permit Application submitted by the Applicant (the "Application"), the Events will be held at the northwest area of the Cove Shopping Plaza (the "Designated Area"), whereby the Events vendors will occupy approximately 85 parking spaces within the Designated Area, and the vendors will be charged for use of the space; and

**WHEREAS**, the Events will be open to the public with approximately 800 individuals anticipated to attend the Events each Saturday and will include up to 55 vendors offering a variety of sales and food options; and

**WHEREAS**, the City holds title to the subject Cove Shopping Plaza parking areas and the City and Applicant will enter into a license agreement for use of the Designated Area, and the Applicant will pay the City a license fee pursuant to the terms and conditions of the license agreement, which is attached as Exhibit "1" (the "License Agreement"); and

**WHEREAS**, the Application was submitted, reviewed and approved by the City's Public Safety Director, the Broward Sheriff's Office and the Fire Department to ensure all safety issues were addressed, and the Applicant will adhere to all requirements set forth by the City; and

**WHEREAS**, the Applicant will obtain any and all permits, inspections and/or licenses required host such Events, and will obtain a Broward Sheriff Office detail if required; and

**WHEREAS**, the Applicant has provided letters of endorsement from 22 business located within the Cove Shopping Center; and

**WHEREAS**, the City Commission finds that it is in the best interest of the City to approve the Application for the Events, subject to the Applicant complying with all applicable federal, state, and local laws in connection with the Events.

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

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

**Section 2.** The City Commission approves the Application for the Events, subject to the Applicant’s execution of the License Agreement and Applicant’s compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance, and agreement to indemnify, defend and hold the City harmless from claims related to the Events.

**Section 3.** The City Manager is hereby authorized to execute the License Agreement with the Applicant, attached as Exhibit “1”, 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 do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK

## PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Deerfield Beach, Florida, a municipal corporation of the State of Florida (“Licensor”) and Salt & Soil Farmers Market, LLC, a Florida limited liability company authorized to do business in the State of Florida (the “Licensee”).

### RECITALS

**WHEREAS**, Licensee has submitted a Special Event Application to Licensor to conduct the Cove Farmers Market Events at the Cove Shopping Plaza every Saturday from 9:00 a.m. to 1:00 p.m. during the months of October 2026 through May 2027; and

**WHEREAS**, Licensee has requested the use of a portion of the Cove parking lot within the Cove Shopping Plaza, as more specifically depicted on Exhibit “A”, throughout the duration of the Events; and

**WHEREAS**, Licensor is willing to provide a parking lot license for the use of a portion of the parking lot and the parking spaces depicted on Exhibit “A” under the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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

2. ***License and License Fee.*** Licensor grants to Licensee, subject to the terms and conditions of this Agreement, the use of the northwest corner of the Cove Parking Lot, specifically the area depicted on Exhibit “A”, for the use of eighty-five (85) parking spaces depicted in Exhibit “A”, (collectively, the “Licensed Area”) located with the parking and right-of-way areas of the Cove Shopping Plaza (the “Premises”) exclusively for the Events to be held every Saturday from October 2026 through May 2027 during the times of 9:00 a.m. through 1:00 p.m. The Parking Spaces shall be solely and exclusively used to set up the vendor stalls within the designated parking spaces during the Event each Saturday, which is managed by Licensee pursuant to the Special Event Permit and this. When the Parking Spaces are not being utilized during the Event, the Parking Spaces may be utilized by the patrons of the Premises.

Licensee shall pay the Licensor a monthly license fee, inclusive of rental tax, in the amount of \$500.00 per month, payable no later than the 8<sup>th</sup> of each month during the term of this Agreement.



3. **Term.** This Agreement shall commence upon execution by the Licensor and the Licensee and shall continue until May 30, 2027, unless earlier terminated as provided herein. This Agreement and the use of the Licensed Area is subject to all terms and conditions applicable to the Special Event Permit Application as approved by the City Commission on August 4, 2026 pursuant to Resolution No. 2026/\_\_\_\_\_.

4. **Insurance.** Licensee shall maintain, at its own expense, Commercial General Liability Insurance covering the Licensed Products, Completed Operations, Area and Premises and Licensee's use thereof in the minimum amount of \$1,000,000 and will maintain property damage coverage for a minimum amount of \$500,000, the premium of which shall be paid prior to execution of this Agreement. All such insurance coverage shall name the City of Deerfield Beach, Florida, and its officers, employees and agents as an additional insured and shall provide that the Licensor will receive notice of any cancellation or change in coverage. Licensee shall furnish Licensor with proof of such insurance prior to the Licensee's use of Licensed Area. Any lapse of this coverage during the period of the License Agreement shall be grounds for termination of this Agreement by the Licensor. The Licensor reserves the right to request additional insurance coverage during the term of this Agreement.

5. **Indemnification/Waivers.** In consideration for the use of the Licensed Area and Licensor entering into this Agreement, and other good and valuable consideration, the Licensee shall indemnify, defend, and hold harmless the Licensor from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the License Area and Premises (including but not limited to the Parking Lot and Spaces), or arising from the actions of Licensee or Licensee's agents, employees, and/or invitees. Such obligation to indemnify, defend, and hold harmless Licensor shall continue notwithstanding any negligence or comparative negligence on the part of the Licensor relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the Licensor in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Licensor of any immunity to which it is entitled by law, including but not limited to the Licensor's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Licensee's employees, agents and vendors designated by Licensee to participate in or oversee the Events shall sign a waiver, in a form acceptable to the City Attorney, releasing the Licensor from any and all liability relating to (i) any personal injuries sustained on the Premises, and (ii) any damages or losses regarding Licensee's employees, agents, vendors personal vehicles or personal property left anywhere on the Premises. Said waivers shall be submitted to Licensor prior to Licensee's employees or agents utilizing the Premises, or the Licensed Area.

6. ***As-Is Condition.*** LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSED AREA, AND ALL COMPONENTS THEREOF, ARE BEING LICENSED IN AN "AS-IS," "WHERE-IS" CONDITION, "WITH ALL FAULTS" RELATING TO THE PHYSICAL CONDITION OF THE PARKING SPACES AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO THE PHYSICAL CONDITION OF THE PREMISES AND PARKING SPACES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LICENSOR.

7. ***No Assignment.*** Licensee shall not assign or transfer this Agreement without the prior written consent of the Licensor, which may be withheld in Licensor's sole discretion.

8. ***Licensee's Responsibilities and Obligations for the Events.*** In addition to the requirements set for in the Special Event Permit issued for Licensee to provide the Events, Licensee shall be responsible for the following:

- a. Licensee is solely responsible for the management and operation of the Events.
- b. Licensee shall be responsible for the set up and breakdown of all vendor tents, tables, merchandise, and equipment located within the Licensed Area or Premises.
- c. Licensee shall not permit any vendors to park in the Licensed Area. All vendors shall park at alternative locations outside of the Cove Shopping Plaza.
- d. Licensee shall maintain the Licensed Area in a clean and presentable manner, and ensure that vendors keep the Licensed Area free of any debris or litter.
- e. Licensee shall be responsible for ensuring that all Events vendors execute an indemnification agreement (agreeing to indemnify and hold harmless Licensor), in a form acceptable to the City Attorney, prior to such vendors participating in the Events.

9. ***Licensor's Responsibilities.*** Licensor shall provide in-kind services for the Events, which includes trash removal and the blocking off the required Licensed Area for the Events.

10. ***Restoration of Property.*** Licensee shall remove, at its expense, all structures, equipment, or other obstructions on the Premises caused by Licensee (the "Encroachments"), and shall restore the Licensed Area and Premises to the same condition as existed prior Licensee's use of, or placement of any Encroachments thereon, by Licensee, immediately after each scheduled monthly Event has been completed. If Licensee fails to comply with this condition, Licensor shall have the right to remove such Encroachments without notice, and

charges for removal of the Obstructions and restoration of the Licensed Area shall be borne by Licensee.

11. **Termination for convenience.** Licensors may terminate this License Agreement for convenience upon thirty (30) days written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested, to the address set forth in the Notices section.

12. **Termination for Cause or Life/Health Safety Issues.** The breach of any one term of this License Agreement by the Licensee and/or persons under Licensee's supervision or control, will be cause for termination of this License by the Licensors, in the event of a breach and failure to correct the breach within three calendar days written notice of the breach. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated by Licensors without notice in the event the Licensors's City Manager determines, in the City Manager's reasonable discretion, that there is a threat to the public health or safety by continuing with this Agreement. The Licensors shall not be liable to Licensee for any losses incurred by reason of any termination of this Agreement by Licensors.

13. **Notices.** All notices required under this Agreement shall be in writing and shall be delivered either (i) personally with a receipt obtained; (ii) by certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service; or (iv) by facsimile transmission or electronic mail with a hard copy sent by regular mail on the date of the facsimile transmission. Any notice required or permitted under this Agreement shall be properly addressed as follows.

Licensors: Rodney Brimlow, City Manager  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441

Copy to: Anthony Soroka, City Attorney  
2255 Glades Road, Suite 200E  
Boca Raton, FL 33431

Licensee: Salt & Soil Farmers Market, LLC  
\_\_\_\_\_  
\_\_\_\_\_

14. **Miscellaneous.**

(a) **Applicable Law and Venue.** This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

(b) *Authority to Bind.* The individual executing this Agreement on behalf of Licensee is a duly authorized representative of the Licensee, and has the authority to execute and bind Licensee to this Agreement. This Agreement shall be binding upon the Licensee's legal representatives, successors, transferees and assigns.

(c) *Severability.* If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) *Negotiated Agreement.* The parties have contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(e) *No Waiver.* Failure of Licensor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Licensor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, at law and/or in equity. No waiver of any term, provision, condition or covenant of this Agreement by Licensor shall be deemed to imply or constitute a further waiver by Licensor of any other term, provision, condition or covenant of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

**LICENSOR**

City of Deerfield Beach, a municipal  
corporation of the State of Florida

ATTEST:

\_\_\_\_\_  
Heather Montemayor, City Clerk

By: \_\_\_\_\_  
Rodney Brimlow, City Manaher

Approved as to Form and Legal Sufficiency  
for the use of and reliance by the City of  
Deerfield Beach, Florida, only:

Date: \_\_\_\_\_, 2026.

\_\_\_\_\_  
Anthony C. Soroka, City Attorney

**PARKING LOT LICENSE AGREEMENT**

**ATTEST :**

\_\_\_\_\_  
Corporate Secretary

Witnesses:

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

**LICENSEE**

Salt & Soil Farmers Market, LLC

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2026.

**EXHIBIT “A”  
LICENSED AREA**



## City of Deerfield Beach Special Event Application

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

|                      |  |                                       |  |
|----------------------|--|---------------------------------------|--|
| <b>Application #</b> |  | <b>Complete Application Received:</b> |  |
|----------------------|--|---------------------------------------|--|

*\*Above is for City use only*

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

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

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

|                                                                                 |                                            |
|---------------------------------------------------------------------------------|--------------------------------------------|
| <b>APPLICANT INFORMATION</b>                                                    |                                            |
| Organization Name: Salt + Soil Farmers Market LLC                               |                                            |
| Contact Name: Tita Dominguez                                                    | Contact Phone: (305) 9101027               |
| Email Address: tita@casamayagill.com                                            |                                            |
| Address: 201 SE 15 TRN 101                                                      | City, State, ZIP: Deerfield Beach FL 33441 |
| Organization Status:                                                            |                                            |
| <input checked="" type="checkbox"/> For Profit                                  |                                            |
| <input type="checkbox"/> Non-Profit (must include IRS 501(c) tax exempt letter) |                                            |
| <input type="checkbox"/> Other:                                                 |                                            |

**EVENT INFORMATION**

Event Name:

Cove's Farmers Market

Proposed Date:

10/3/26 - 5/1/27

Alternative Date:

Event Address:

1582 - 11609 SE 3 Ct

City, State, ZIP:

DFTD, FL 33441

Venue/Location Name (if applicable):

Cove Shopping Center NW Parking lot

Type of Event:

Farmer's Market

Description of Event:

Farmer's Market every Saturday

|                 | Date                 | Day       | Start Time | End Time |
|-----------------|----------------------|-----------|------------|----------|
| Setup           | 10/1/26 every Satur. | Saturdays | 9am        | 1pm      |
| Event Start 8am | 9am                  |           |            |          |
| Event End       | 1pm                  |           |            |          |
| Breakdown       | 1pm                  |           |            |          |

# of years this event has taken place (including previous locations &amp; attendance if applicable):

Seasonal 10/25/25 - 5/23/26 (current)

Anticipated Attendance:

800 people average weekly

**Property Owner Permission**

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. \*City property is exempt (no signature necessary).

Name:

Signature:

Phone:

Date:

\*Additional documentation may be requested depending on location of event

Will you require the use of a City park? If yes, please specify park:

\*City park must have a park rental permit

N/A

Will your event require use of the beach?

☒ No☐ Yes (Any events taking place on the beach during sea turtle nesting season, March 1<sup>st</sup> - October 31<sup>st</sup>, must contact the Florida Department of Environmental Protection and obtain a field permit.

Will you require parking spaces in the Main Beach Parking Lot?

☒ No☐ Yes, \_\_\_\_\_ spaces

Will you require parking spaces along Ocean Way?

☒ No☐ Yes, \_\_\_\_\_ spaces

Will you require parking spaces in the Pier Parking Lot?

☒ No☐ Yes, \_\_\_\_\_ spaces

\*City parking spaces require fees (fees start at \$25 per day, per space)



## VENDOR INFORMATION

Will your event be serving food?

- ☐ No  
☒ Yes, food will be prepared:  
☒ Off-Site  
☒ On-Site

If prepared on-site, method used for cooking:

- ☐ N/A  
☐ Gas  
☐ Propane  
☒ Charcoal  
☐ Fryer  
☐ Food truck  
☐ Other, please list:

\*Food vendors require proper licensing & COI

\*Food vendors may require inspection(s), at the cost of the Organizer

List other vendors:

Local artists, local crafts

## ADDITIONAL BSO/BUILDING/PERMIT REQUIREMENTS

Will there be alcohol at this Event?

- ☒ No  
☐ Yes (requires City Commission approval)  
If yes, a State of Florida alcohol license is required

Will you be using tents for your Event?

| Tent Size | # of Tents |
|-----------|------------|
| 10x10     | 55         |
|           |            |
|           |            |

\*If on City property, tents must be weighted; no stakes allowed

\*Tents over 10x10 require a permit (Building Department)

Will there be a stage at your Event?

- ☒ No  
☐ Yes  
If yes, an additional permit may be required (Building Department)

Will your event have bounce houses or inflatables?

- ☒ No  
☐ Yes

If yes, provide name of company & phone number:

\*Vendor must provide a copy of the company's Certificate of Insurance to the City

Will your event have amusement ride(s)?

- ☒ No  
☐ Yes

If yes, ride(s) will require State and City inspections, at the cost of the Organizer; a Certificate of Insurance is required

Will your event require electricity? (NOTE: The City does not provide POWER or WATER)

- ☒ No  
☐ Yes

Will a generator be used?

- ☐ No  
☒ Yes, generator will be:  
☐ Over 5,000 Watts  
☒ Under 5,000 Watts

\*Generator over 5,000 Watts require a permit (Building Department)

Will your event include the use of fireworks or pyrotechnics?

- ☒ No  
☐ Yes

If yes, please describe (additional information may be required):

Will your event require road closures?

- ☐ No  
☒ Yes

If yes, please attach map with closures clearly marked. Identify all barricades, blockades, fencing, etc.

**\*If closing FDOT roads, City Commission is required**

Will your event be using a licensed security company?

- ☒ No  
☐ Yes

If yes, provide name of company and phone number:

\*Vendor must provide a copy of the company's Certificate of Insurance to the City

The applicant will be responsible for traffic and crowd control and may be required to hire off-duty detail Broward Sheriff Office deputies for traffic, safety and crowd control at the discretion of the BSO.

Initial: MBD

\*Request forms available through Special Details@sheriff.org

### PROMOTIONAL INFORMATION

Website/Social Media:

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

Facebook, IG, yard signs

### Promotional & Event Signs/Banners

| Sign/Banner Size | Location                        | Description                                    |
|------------------|---------------------------------|------------------------------------------------|
| 24 x 18 inch     | medians near plaza<br>entrances | removable yard signs only<br>on days of market |
|                  |                                 |                                                |
|                  |                                 |                                                |
|                  |                                 |                                                |
|                  |                                 |                                                |

### ADDITIONAL EVENT INFORMATION

Will amplified sound be used?

- ☒ No  
☐ Yes

Will musical entertainment be used?

- ☒ No  
☐ Yes

Is there a fee for this event?

- ☐ No  
☒ Yes (if yes, describe below)

If there is a fee, this is a ticketed event, or you are charging for space, describe and include fee amounts (requires City Commission approval):

\$75.00 per vendor, discounted for locals.

Will this event create an impact on parking?

- ☐ No  
☒ Yes

If yes, please list where additional parking will be located:

Map attached.

**The applicant shall be responsible for maintaining all areas encompassed by the event in a safe, clean and orderly condition. The applicant will be responsible for the removal of trash or debris, restoration of damaged shrubs, plants, turf, underground utilities, structures, irrigation, trees, and paved surfaces on any portion of City or other public property.**

**Initial:** MDW

## **Completed Application Packet Checklist**

|  |                                                                                                                                                                                                                           |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Special Event Permit Application completed.                                                                                                                                                                               |
|  | A map/site plan for event location including parking, traffic flow, rides, location of signage, tents, staging, generators, fences, pyrotechnic materials, emergency access routes, etc. Must be legible and dimensioned. |
|  | Non-refundable application fee.                                                                                                                                                                                           |
|  | Certification of State of Florida not-for-profit status (if applicable).                                                                                                                                                  |
|  | Property owner permission as a notarized letter from event site landowner authorizing the event on their property (if not on applicant's property).                                                                       |
|  | Certificates of insurance from the individual or organization naming the City of Deerfield Beach (150 NE 2nd Ave) and Broward Sheriff's Office (2601 W Broward Blvd) as additionally insured.                             |
|  | Any applicable Certificates of Insurance and/or licensing for vendors                                                                                                                                                     |
|  | Signed Hold Harmless Agreement.                                                                                                                                                                                           |
|  | Approved rental permit from the Parks and Recreation Department, if the event location is at a City of Deerfield Beach public park.                                                                                       |

## **Contact Numbers**

|                           |              |
|---------------------------|--------------|
| Broward Sheriff's Office  | 954-480-4300 |
| BSO Special Detail Office | 954-831-8199 |
| Building Department       | 954-480-4250 |
| Code Enforcement          | 954-480-4238 |
| Risk Management           | 954-480-4255 |
| Special Events            | 954-480-4429 |
| Parks & Recreation        | 954-480-4433 |

**The City of Deerfield Beach is now 100% digital.  
Be sure to have an account created on our online  
platform CIVIC REC for all payments.**



# INDEMNIFICATION AGREEMENT

I, Martha "Tita" Dominguez-Mala, individually and as the agent/  
(Individual's Name)

representing Salt & Soil Farmer's Market LLC, do hereby agree to indemnify  
(Vendor/Company's Name)

and hold harmless and defend the City of Deerfield Beach, Florida, its elected officials, officers, agents, employees and contractors from and against any and all loss, damage, claim, suit, actions, demand, liability or expense by reason of any damage or injury to property or person, including death, which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by

Salt & Soil Farmer's Market LLC during the conduct  
(Vendor/Company's Name/description of service/performance/product being sold)

of the Core farmers market (the "Special Event") being held at The Core Shopping Center  
on the date(s) of:

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

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

[Signature]  
Signature

Martha "Tita" Dominguez-Mala  
Print Name

President  
Title

(205) 9101027  
Daytime phone number

Date: 4/7/20

Address: 201 SE 15 Ter # 101

City: Deerfield Beach State: FL Zip: 33441

Witness: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

# **Additional Special Event Permit Information**

Each year the City of Deerfield Beach is the site of an ever-growing number of special events. The City of Deerfield Beach recognizes the value that special events can have to organizations as well as to the community; they are a great way to highlight your organization, fundraise and bring the community together.

The City of Deerfield Beach is committed to supporting quality special events throughout the community. For each event to take place, the City has established an application process along with a set of guidelines that must be followed to ensure that the event is safe as well as successful. If you are unsure about the availability of a venue or have a question regarding a possible event, a preliminary conversation with City staff will help allow for a seamless event planning experience.

On the subsequent pages, you will find a checklist of the documents that are required to process your special event application. This information is intended to assist in the planning of your event and to help organizers better understand the special event permitting process. There is a contact information page located at the end of this guide for any questions or clarifications you may have while preparing your application and site plan.

***A Special Event in the City of Deerfield Beach is defined as any sale, grand opening, photo shoot, party, holiday celebration, bazaar, concert or other performance, fair, carnival, tent revival, fundraising event, art festival, race, tour, rally, parade, bicycle run, demonstration, contest, exhibition, block party, outdoor display or similar event or occurrence, including the use of tents, or other devices or structures to conduct, advertise or promote any such event occurring on public or non-public lands or in a public right-of-way such as a public or non-public street, shared-use path, alley or other public place or building, park, beach, parking lot, vacant lot, where the event would substantially inhibit the usual flow of pedestrian or vehicular travel or which occupies any public area or building so as to preempt use of said area by the general public for its intended use or which deviates from the established use of said area or building.***

**Should any of the below items reflect your event, you may need a permit:**

- ☐ Gathering of 20 or more peoples
- ☐ Use of mechanical rides or inflatables
- ☐ Amplified music/entertainment
- ☐ Block parties
- ☐ Sale of alcoholic beverages
- ☐ Construction/Assembly of temporary structures (for example, tents)
- ☐ Parking Lot/ Road Closures





# SALT & SOIL

— FARMERS MARKET —

*Local Roots. Coastal Community.*

## VENDOR APPLICATION

Market Season: October 3, 2026 – May 1, 2027

### BUSINESS INFORMATION

Business Name:

Contact Name:

Phone Number:  Email Address:

Website / Social Media:

Business Address:

### VENDOR CATEGORY (select all that apply)

☐ Fresh Produce ☐ Packaged / Cottage Foods ☐ Baked Goods

☐ Handmade / Artisan Goods ☐ Health & Wellness ☐ Other:

### PRODUCT DETAILS

Please describe the items you plan to sell:

Are your products locally sourced or handmade? ☐ Yes ☐ No

If applicable, list sourcing details:

### PERMITS & LICENSES (Required where applicable)

☐ Cottage Food License ☐ Food Permit ☐ Business License ☐ Certificate of Insurance

Copies must be submitted prior to approval.

### BOOTH & SETUP INFORMATION

Do you require electricity? ☐ Yes ☐ No

Describe your setup (tent, tables, display, etc.):

### MARKET SCHEDULE & FEES

Season: October 3, 2026 – May 1, 2027

Weekly Fee: \$75.00

Billing: Fees are automatically charged on a monthly basis

Setup Window: 7:30 AM – 8:30 AM

Breakdown Time: Begins at 1:00 PM

### SIGNATURE AGREEMENT

I confirm that all information provided is accurate and agree to abide by all Salt & Soil Farmers Market rules and expectations.

Vendor Name (Printed):

Signature:  Date:

### MARKET GUIDELINES & EXPECTATIONS

To maintain the quality, safety, and integrity of Salt & Soil Farmers Market, all vendors must strictly adhere to the following:

#### 1 SETUP & BREAKDOWN

Vendors must arrive and complete setup between 7:30 AM – 8:30 AM. All vehicles must be removed from the market area prior to opening. Vendors must remain fully set up until 1:00 PM. Early breakdown is strictly prohibited.

#### 2 TENT REQUIREMENTS (STRICTLY ENFORCED)

All vendors are required to use a 10x10 tent. Tents must be properly secured with weights at all times (no exceptions). Any tent deemed unsafe or unsecured will result in immediate removal from the market for safety reasons.

#### 3 NO ON-SITE COOKING

Cooking on-site is absolutely not permitted. All food items must be prepared in a licensed and approved facility prior to arrival. Only approved, pre-prepared or permitted items may be sold.

#### 4 ATTENDANCE & COMMITMENT

Vendors are expected to attend consistently throughout the season. Absences must be communicated in advance. Repeated absences or no-shows may result in removal.

#### 5 PRODUCT APPROVAL

Only products listed and approved in this application may be sold. Any changes must be approved in advance. The market reserves the right to limit duplicate vendors to maintain a balanced mix.

#### 6 PRESENTATION & PROFESSIONALISM

Booths must be clean, organized, and visually appealing. Vendors and staff must maintain a professional and courteous demeanor at all times. Creating a welcoming and positive guest experience is expected.

#### 7 CLEANLINESS & WASTE

Vendors are responsible for maintaining a clean space during and after the market. All trash must be removed – no on-site disposal permitted. Spills or messes must be cleaned immediately.

#### 8 FOOD SAFETY & COMPLIANCE

Vendors must comply with all local and state regulations. Proper food storage, labeling, and handling practices are required. All permits must be valid and available upon request.

#### 9 NOISE & CONDUCT

Music must be kept at a respectful level. Vendors must operate respectfully with fellow vendors, guests, and management. Disruptive or inappropriate behavior will result in removal.

#### 10 PAYMENT TERMS

Vendor fee is \$75 per week, billed monthly via automatic payment. All payments are non-refundable once processed. Failure to pay may result in suspension or removal.

#### 11 LIABILITY WAIVER

By participating, vendors acknowledge and agree that Salt & Soil Farmers Market, The Cove Shopping Center, all businesses within The Cove, the City of Deerfield Beach, and all associated departments shall not be held liable for any injury, loss, theft, damage, or incident that may occur before, during, or after the market. Vendors assume full responsibility for their products, equipment, staff, and participation.

#### 12 RIGHT TO ENFORCE

Salt & Soil Farmers Market reserves the right to enforce all rules and remove any vendor who does not comply with guidelines or uphold the standards of the market.

### VENDOR PARKING ACKNOWLEDGMENT & AGREEMENT

#### PARKING POLICY (STRICTLY ENFORCED)

- Vendors must park at: Saint Ambrose Parking Lot
- Vendor parking is not permitted in customer-designated areas.
- Vehicles must be moved immediately after unloading and before market opening.

#### ENFORCEMENT

Failure to comply will result in:

- \$250 fine, and
- Immediate removal from the market without refund

#### VEHICLE INFORMATION (REQUIRED)

Car Make:

Car Model:

Color:

License Plate Number:

#### ACKNOWLEDGMENT

By signing below, I acknowledge and agree to comply fully with the Salt & Soil Farmers Market parking policy.

Vendor Name (Printed):

Signature:  Date:



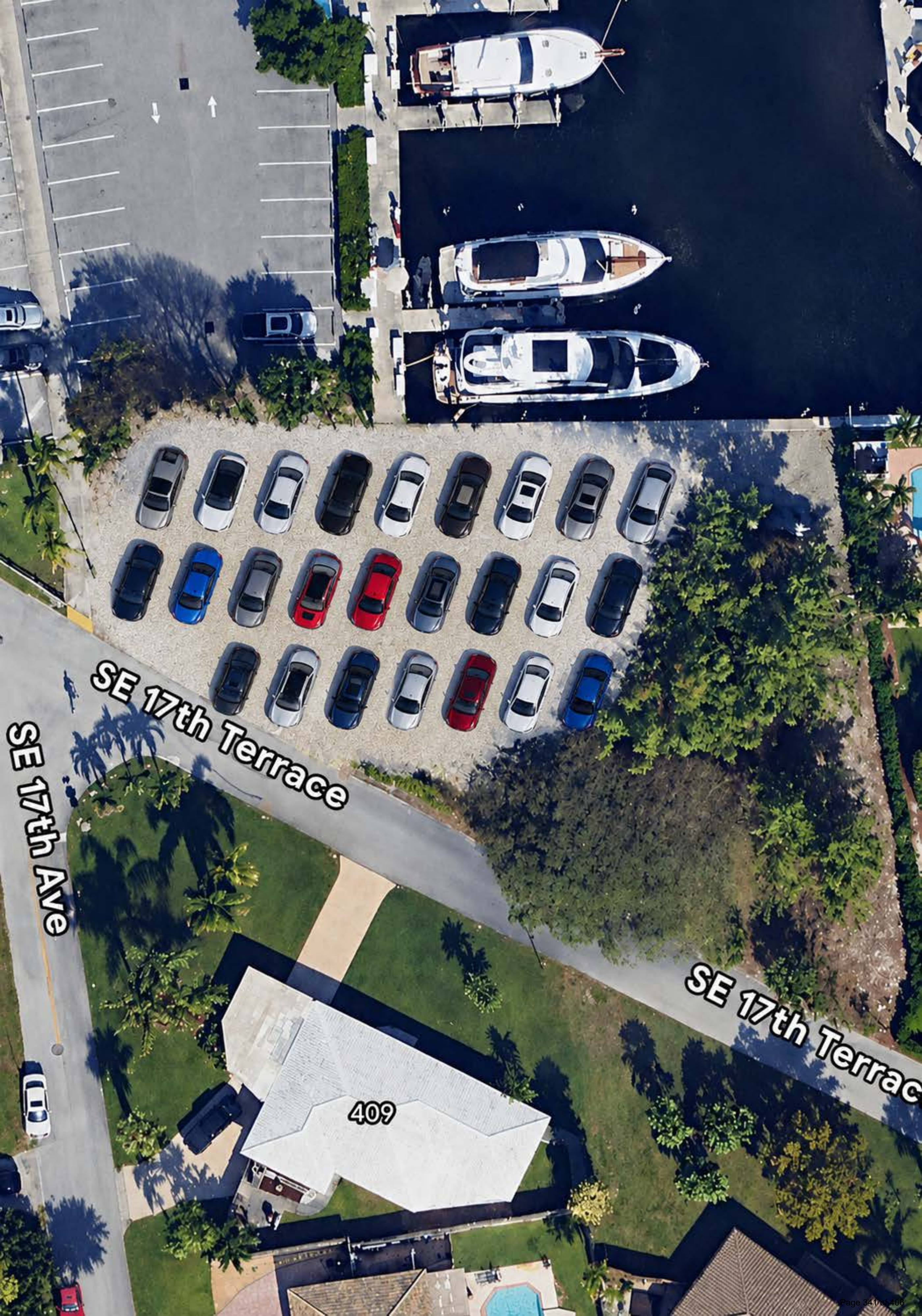


### Legend



10x10 Tent  
55 Tents





SE 17th Terrace

SE 17th Ave

SE 17th Terrace

409



**To Whom It May Concern,**

We, the undersigned tenants of The Cove Shopping Center in Deerfield Beach, are writing to collectively express our position regarding the current Cove Farmers Market and its proposed extension through the summer months.

While we appreciate the effort and intention behind activating the plaza and supporting local initiatives, we must respectfully state that the market, in its current form, is not receiving sufficient support from the businesses within the center. As we approach the summer season—historically one of the most challenging periods for our businesses—we face a significant decline in customer traffic and revenue. During this time, accessible and adequate parking becomes critical to our ability to operate successfully.

The continued use of the parking lot for the market throughout the summer presents a hardship that we cannot afford, as it directly impacts our customers' ability to visit and support our establishments. For this reason, we do not support extending the current market through the summer months.

That said, we remain open to and supportive of a restructured market for the upcoming season, proposed to run from **October 3, 2026, through May 1, 2027**, contingent upon thoughtful adjustments that better align with the needs of the plaza and its tenants.

**Specifically, we support a market that:**

- Prioritizes local artisans, makers, and arts & crafts vendors
  - Reduces the number of food vendors to avoid direct competition with existing businesses
  - Embraces the original vision of a community-driven experience: "for locals, by locals"
  - Works collaboratively with plaza tenants to enhance, rather than hinder, business activity
- We believe that with these considerations, the market can become a valuable addition to The Cove—one that supports both the community and the businesses that call it home. We appreciate your understanding and consideration of our position, and we look forward to working together toward a solution that benefits all parties involved.

**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

Bunker Brokerage

Signature: \_\_\_\_\_

Date: 04-16-26

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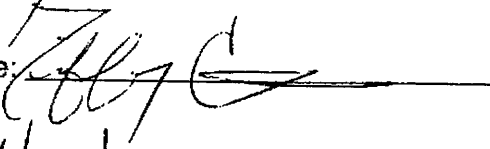
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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

TIFFANY CASSO ST. PAT'S IRISH PUB

Signature: 

Date: 4/15/26

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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

COVE LAUNDRY

Signature: 

Date: 4/15/26

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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

CASA MAYA GELL

Signature: 

Date: 4/15/26

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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

Sage Dental  
of East Deerfield ATC

Signature: Redioka Jones

Date: 4/16/2026

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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

Kavasutra - Jack Senfno

Signature: \_\_\_\_\_

Date: 4/16/26

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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

INBA SHAKY wiy By Jolie

Signature: [Signature]

Date: 4-16-26



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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

Jennifer Swomela - Rose Acupuncture & Natural Medicine

Signature: 

Date: 4/16/26

**To Whom It May Concern,**

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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

Embassy Hair Studio

Signature: Bianca Pedroni

Date: 4/16/2026

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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

GUARDIAN ESTATE CENTER

Signature: 

Date: 7/16/2026

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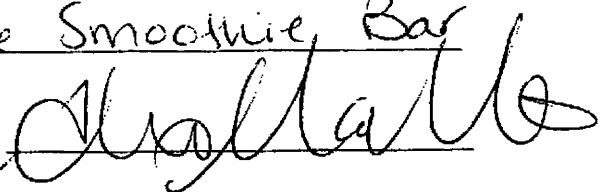
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**Sincerely,**

**The Undersigned Tenants of The Cove Shopping Center Business Name:**

Revive Smoothie Bar

Signature: 

Date: 4-16-26

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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

Paul's Cove Barbershop

Signature: Rhonda L. Pina

Date: 4/16/26



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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

PATRICIA'S OF NYC REST.

Signature: [Handwritten Signature]

Date: 07-13-26



# LETTER OF POSITION FROM TENANTS OF THE COVE SHOPPING CENTER

## Regarding the Cove Farmers Market

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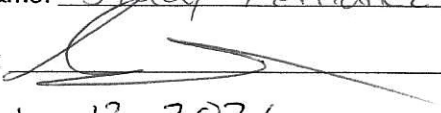
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We believe these changes will create a market that benefits both the local community and the businesses that have invested in The Cove. We respectfully ask that our position be considered in any decision regarding the future of the market.

Sincerely,

Business Name: John the Baker

Printed Name: Stacy Fernandez

Signature: 

Date: July 13, 2026

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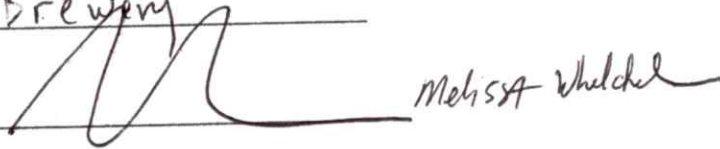
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**Sincerely,**

The Undersigned Tenants of The Cove Shopping Center Business Name:

Cove Brewery  
Signature:   
Date: 4-14-26



**Letter of Position from Tenants of The Cove Shopping Center  
Regarding the Cove Farmers Market**

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Sincerely,

*The Undersigned Tenants of The Cove Shopping Center*

Business Name: Cove Food Mart  
Name & Title: N. Sai Sanketh  
Signature: N. Sai Sanketh  
Date: 07/13/2026

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Business Name: IV Splash  
Name & Title: Alyson Pillittery  
Signature: [Signature]  
Date: 7/13/24

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*The Undersigned Tenants of The Cove Shopping Center*

**Business Name:** Andrew F. Bruno MD PA  
**Name & Title:** Fran Bruno - Manager/owner  
**Signature:** Fran Bruno  
**Date:** 7/13/26



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Business Name: DELUXE JEWELRY  
Name & Title: PRESIDENT  
Signature: [Signature]  
Date:

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*The Undersigned Tenants of The Cove Shopping Center*

Business Name: Thai Sushi Express  
Name & Title: Hilary manager  
Signature: [Signature]  
Date: mon July 13, 2026

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Sincerely,

Business Name: Five Elements Medical Spa & Wellness Center

Printed Name: Ornela Rothermel

Signature: *Ornela Rothermel*

Date: 07/14/26



# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-381

**Agenda Date:** 8/4/2026

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Musco Sports Lighting, LLC for sports field lighting at the middle school athletic complex in the amount of \$865,000.00, utilizing the terms of Clay County's Invitation to Bid No. 23/24-074 and contract; providing for execution and an effective date. (Funds from Account #399-700-720-7200-000-57200-506530 - CIP Infrastructure)**

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Fiscal Impact

Costs: \$865,000 (not to exceed)

Account Name: CIP INFRASTRUCTURE

Account Number: 399-700-720-7200-000-57200-506530

### Background/History

The Parks and Recreation Department is seeking to replace the sports field lighting at the Middle School Athletic Complex. This project includes replacing the lighting systems for all four baseball fields and the multipurpose field/track with new LED sports lighting. The existing lighting infrastructure has reached the end of its useful life and no longer provides adequate illumination for athletic activities. The significant number of inoperable fixtures has resulted in insufficient lighting levels, creating safety concerns for participants, coaches, officials, and spectators and limiting the City's ability to safely operate evening programming.

The proposed LED lighting system will provide modern, energy-efficient illumination that meets current lighting standards while improving visibility, safety, and the overall user experience. The upgraded system will support a variety of community athletic programs, including Deerfield Beach Little League, track and field, soccer, flag football, and other recreational and special event activities held at the complex.

Funding is currently available within the Capital Improvement Program (CIP) infrastructure budget 399-400-720-7200-000-54900-506530 that was originally allocated for median improvements. In accordance with Section 5.05 of the City Charter, the City Manager has authorized the transfer of the necessary funds currently unencumbered and allocated for the median improvements in the CIP Account to the sports field lighting project in the Capital Improvement Program (CIP) infrastructure account 399-700-720-7200-000-57200-506530 due to the urgent need to address the existing safety concerns at the Middle School Athletic Complex. The median improvement project is proposed for

funding in next year's budget and will be addressed at that time. In the interim, staff will continue to maintain the existing medians. Given the deteriorated condition of the current field lighting and the number of lights that are no longer operational, staff believes it is appropriate to prioritize this project and complete the lighting replacement during the current fiscal year.

**Recommendation**

Staff recommends that the City Commission approve the issuance of a Purchase Order to Musco Sports Lighting for the purchase and installation of the lighting equipment as set forth in Musco's Quote, utilizing the terms and pricing of the Musco Clay County Contract.



**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC FOR SPORTS FIELD LIGHTING AT THE MIDDLE SCHOOL ATHLETIC COMPLEX IN THE AMOUNT OF \$865,000.00, UTILIZING THE TERMS OF CLAY COUNTY'S INVITATION TO BID NO. 23/24-074 AND CONTRACT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE**

**WHEREAS**, the Department of Parks and Recreation (the “Department”) is seeking to replace the sports field lighting at the Middle School Athletic Complex (the “Complex”), as the existing lighting infrastructure has reached its life expectancy and does not provide adequate illumination for athletic activities held at the Complex; and

**WHEREAS**, the City Code exempts from competitive solicitation requirements procurements utilizing contracts competitively awarded by other governmental agencies and participation in cooperative purchases; and

**WHEREAS**, the City is seeking to contract with Musco Sports Lighting, LLC (“Musco”) for the purchase and installation of the lighting equipment within the Complex, utilizing the terms and pricing of Clay County's Invitation to Bid No. 23/24-074 and resulting Contract, dated July 24, 2024 (the “Clay County Contract”); and

**WHEREAS**, Musco has agreed to provide the lighting equipment and installation services to the City based upon the terms of the Clay County Contract for a cost of \$865,000.00; and

**WHEREAS**, staff has confirmed that the Clay County Contract is in effect; and

**WHEREAS**, staff recommends that the City Commission approve and authorize execution of an agreement with Musco for the purchase and installation of the lighting equipment as set forth in the quote attached as Exhibit “1” (collectively, the “Lighting Equipment”), utilizing the terms and conditions of the Clay County Contract.

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

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

**Section 2.** The City Commission hereby approves an agreement with Musco for the purchase and installation of the Lighting Equipment in the total amount of \$865,000.00, utilizing the terms and pricing of the Clay County Contract.

**Section 3.** The City Manager is hereby authorized to execute an Agreement with Musco for the Lighting Equipment based upon the terms and conditions of the Clay County 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 do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK

## Quote

Date: July 1, 2026  
To: City of Deerfield Beach

Project: Deerfield Beach Middle School Complex  
Deerfield Beach, FL

**Quotation Price – Materials Delivered to Job Site and Fixture Installation –  
New Controls / Existing Electrical Underground / Existing Poles**

➤ **(4) Baseball Fields & (1) Multipurpose Field w/ Track**

..... **\$ 865,000.00 Includes Bonding**

*Sales tax and permitting fees are not included.*

*Pricing furnished is effective for 90 days unless otherwise noted and is considered confidential.*

**Clay County Sports RFB #23/24-074**

| Field Description                                                                                          | Quantity |  | Unit Price   | Extended Price      |
|------------------------------------------------------------------------------------------------------------|----------|--|--------------|---------------------|
| (Section I) Baseball / Softball – 200' Radius –<br>60' Base Path – 50/30 Footcandles – Sports Cluster      | 3        |  | \$90,581.00  | \$271,743.00        |
| (Section I) Baseball / Softball – 300' / 325' / 300'<br>90' Base Path – 50/30 Footcandles – Sports Cluster | 1        |  | \$168,870.00 | \$168,870.00        |
| (Section I) Football Field – 360' by 160' –<br>50' Pole Setback – 30 Footcandles –Sports Cluster           | 1        |  | \$121,967.00 | \$121,967.00        |
| (Section III G)<br>Installation of Fixtures on Existing Poles                                              | 17       |  | \$17,000.00  | \$289,000.00        |
| (Section IV C a) Installation of Contactor Cabinets                                                        | 1        |  | \$8,500.00   | \$8,500.00          |
| (Section IV C b) Installation of Contactor Cabinet                                                         | 1        |  | \$12,000.00  | \$12,000.00         |
| (Section IV E 1) Pole Grounding                                                                            | 17       |  | \$2,500.00   | \$42,500.00         |
| (Section V D) Bonding                                                                                      | 1        |  | \$16,000.00  | \$16,000.00         |
|                                                                                                            |          |  |              |                     |
| <b>Deduct: Design Parameters</b>                                                                           |          |  |              | <b>-65,580.00</b>   |
|                                                                                                            |          |  |              |                     |
| <b>Total</b>                                                                                               |          |  |              | <b>\$865,000.00</b> |



### ***SportsCluster™ System with Total Light Control – TLC for LED® technology***

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#### **Guaranteed Lighting Performance**

- Guaranteed light levels – per design
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

#### **System Description**

- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker™ luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

#### **Environmental Light Control**

- Spill light minimized
- Off-site glare light minimized

#### **Control Systems and Services**

- Existing controls to be utilized

#### **Operation and Warranty Services**

- Reduction of energy and maintenance costs by 40% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



### ***Installation Services Provided***

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#### **Customer Responsibilities:**

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference point, home plate, per Musco supplied layout.
4. Ensure usability of existing underground wiring.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide any existing as-built documents or drawings.
8. Provide tree trimming or tree removal of all landscaping affecting sports lighting.

#### **Musco Responsibilities:**

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses.
2. Provide fixture layout and aiming diagram.
3. Provide Project Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

#### **Musco Subcontractor Responsibilities**

##### **General:**

1. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material (including electrical components enclosures), as needed.
3. Provide necessary waste disposal and daily clean up.
4. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
5. Obtain any required permitting.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any damage made during construction.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

##### **Demolition:**

1. Remove and dispose of the existing lighting fixtures and electrical enclosures on 6 poles. This will include the recycling of lamps, aluminum reflectors, ballast, and steel as necessary.
2. Leave existing power feed in place for connection to new lighting equipment.



### **Retrofit Musco Equipment to Existing Poles:**

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and  $\frac{5}{8}$  in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

### **Electrical:**

1. Provide materials and equipment to reuse existing electrical service panels.
2. Provide materials and equipment to reuse existing electrical wiring as permitted.

### **Control System:**

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



### ***Payment Terms***

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Net 30 days for materials and progressive payments for labor.

### ***Delivery Timing***

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### ***Notes***

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Quote is based on:

- Shipment of entire project together to one location.
- Existing Volt, Existing Phase electrical system requirement.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Confirmation of pole locations prior to production.
- Product assurance and warranty program is contingent upon site review and compatibility with Mosco's lighting system

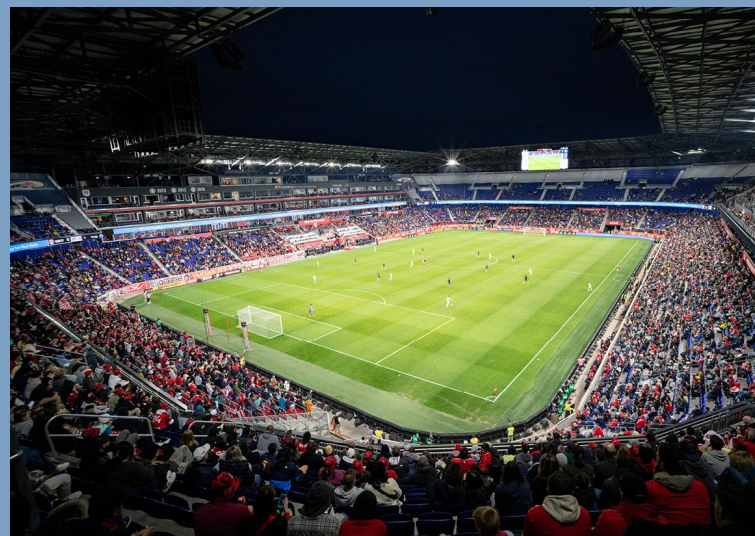
Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht  
Sales Representative  
Musco Sports Lighting, LLC  
Phone: 954-732-5674  
E-mail: [jason.frucht@musco.com](mailto:jason.frucht@musco.com)







Sports Illustrated Stadium, Harrison, New Jersey, USA



UBS Arena, Elmont, New York, USA



Iowa Women of Achievement Bridge, Des Moines, Iowa, USA



Tottenham Hotspur FC Training Ground, Tottenham, London, UK

## Deerfield Beach Athletic Complex



Sales Representative: · Designed By: D.Alexander · Design No.: 243700A · June 26, 2026



Deerfield Beach Athletic Complex

LIGHTING SYSTEM

| Structure/Fixture Summary |                  |                      |             |              |           |         |
|---------------------------|------------------|----------------------|-------------|--------------|-----------|---------|
| Structure ID              | Structure Height | Fixt. Attachment Ht. | Fixture Qty | Fixture Type | Load      | Circuit |
| A1                        | 70'              | 70'                  | 4           | TLC-LED-1200 | 4.68 kW   | B       |
|                           |                  | 70'                  | 3           | TLC-LED-1200 | 3.51 kW   | C       |
|                           |                  | 19'                  | 1           | TLC-BT-575   | 0.57 kW   | B       |
|                           |                  | 16'                  | 1           | TLC-BT-575   | 0.57 kW   | C       |
| A2                        | 70'              | 70'                  | 4           | TLC-LED-1200 | 4.68 kW   | B       |
|                           |                  | 70'                  | 3           | TLC-LED-1200 | 3.51 kW   | E       |
|                           |                  | 19'                  | 1           | TLC-BT-575   | 0.57 kW   | B       |
|                           |                  | 16'                  | 1           | TLC-BT-575   | 0.57 kW   | E       |
| A3                        | 60'              | 60'                  | 3           | TLC-LED-1200 | 3.51 kW   | D       |
|                           |                  | 60'                  | 3           | TLC-LED-1200 | 3.51 kW   | E       |
|                           |                  | 16'                  | 1           | TLC-BT-575   | 0.57 kW   | D       |
|                           |                  | 16'                  | 1           | TLC-BT-575   | 0.57 kW   | E       |
| A4                        | 60'              | 60'                  | 1           | TLC-LED-550  | 0.54 kW   | C       |
|                           |                  | 60'                  | 3           | TLC-LED-1200 | 3.51 kW   | C       |
|                           |                  | 60'                  | 3           | TLC-LED-1200 | 3.51 kW   | D       |
|                           |                  | 16'                  | 1           | TLC-BT-575   | 0.57 kW   | C       |
| B1-B2                     | 70'              | 70'                  | 6           | TLC-LED-1500 | 8.46 kW   | B       |
|                           |                  | 19'                  | 1           | TLC-BT-575   | 0.57 kW   | B       |
| B3                        | 70'              | 70'                  | 2           | TLC-LED-550  | 1.08 kW   | G       |
|                           |                  | 70'                  | 4           | TLC-LED-1500 | 5.64 kW   | E       |
|                           |                  | 19'                  | 1           | TLC-BT-575   | 0.57 kW   | E       |
| B4                        | 70'              | 70'                  | 4           | TLC-LED-1500 | 5.64 kW   | E       |
|                           |                  | 19'                  | 1           | TLC-BT-575   | 0.57 kW   | E       |
| B5-B6                     | 70'              | 70'                  | 4           | TLC-LED-1500 | 5.64 kW   | D       |
|                           |                  | 19'                  | 1           | TLC-BT-575   | 0.57 kW   | D       |
| B7                        | 70'              | 70'                  | 1           | TLC-LED-550  | 0.54 kW   | C       |
|                           |                  | 70'                  | 5           | TLC-LED-1500 | 7.05 kW   | C       |
|                           |                  | 19'                  | 1           | TLC-BT-575   | 0.57 kW   | C       |
| B8                        | 70'              | 70'                  | 5           | TLC-LED-1500 | 7.05 kW   | C       |
|                           |                  | 70'                  | 1           | TLC-LED-1200 | 1.17 kW   | F       |
| C1                        | 70'              | 19'                  | 1           | TLC-BT-575   | 0.57 kW   | C       |
|                           |                  | 70'                  | 5           | TLC-LED-1500 | 7.05 kW   | B       |
|                           |                  | 19'                  | 2           | TLC-BT-575   | 1.15 kW   | B       |
| F1                        | 70'              | 70'                  | 7           | TLC-LED-1500 | 9.87 kW   | A       |
|                           |                  | 70'                  | 1           | TLC-LED-1200 | 1.17 kW   | F       |
| F2                        | 80'              | 80'                  | 7           | TLC-LED-1500 | 9.87 kW   | A       |
|                           |                  | 80'                  | 5           | TLC-LED-1500 | 7.05 kW   | B       |
|                           |                  | 19'                  | 2           | TLC-BT-575   | 1.15 kW   | B       |
| F3-F4                     | 70'              | 70'                  | 6           | TLC-LED-1500 | 8.46 kW   | A       |
|                           |                  | 70'                  | 1           | TLC-LED-1200 | 1.17 kW   | A       |
| 17                        |                  |                      | 128         |              | 153.10 kW |         |

| Circuit Summary |                 |          |             |
|-----------------|-----------------|----------|-------------|
| Circuit         | Description     | Load     | Fixture Qty |
| A               | Football        | 39.00 kW | 28          |
| B               | Baseball        | 44.98 kW | 38          |
| C               | Little League 1 | 24.50 kW | 22          |
| D               | Little League 2 | 20.60 kW | 18          |
| E               | Little League 3 | 20.60 kW | 18          |
| F               | FB Concourse    | 2.34 kW  | 2           |
| G               | Aquatics        | 1.08 kW  | 2           |

| Fixture Type Summary |         |                    |         |         |          |          |          |          |
|----------------------|---------|--------------------|---------|---------|----------|----------|----------|----------|
| Type                 | Circuit | Source             | Wattage | Lumens  | L90      | L80      | L70      | Quantity |
| TLC-BT-575           | B       | LED 5700K - 75 CRI | 575W    | 52,000  | >120,000 | >120,000 | >120,000 | 8        |
| TLC-BT-575           | C       | LED 5700K - 75 CRI | 575W    | 52,000  | >120,000 | >120,000 | >120,000 | 4        |
| TLC-BT-575           | D       | LED 5700K - 75 CRI | 575W    | 52,000  | >120,000 | >120,000 | >120,000 | 4        |
| TLC-BT-575           | E       | LED 5700K - 75 CRI | 575W    | 52,000  | >120,000 | >120,000 | >120,000 | 4        |
| TLC-LED-1200         | A       | LED 5700K - 75 CRI | 1170W   | 150,000 | >120,000 | >120,000 | >120,000 | 2        |
| TLC-LED-1200         | B       | LED 5700K - 75 CRI | 1170W   | 150,000 | >120,000 | >120,000 | >120,000 | 8        |
| TLC-LED-1200         | C       | LED 5700K - 75 CRI | 1170W   | 150,000 | >120,000 | >120,000 | >120,000 | 6        |
| TLC-LED-1200         | D       | LED 5700K - 75 CRI | 1170W   | 150,000 | >120,000 | >120,000 | >120,000 | 6        |
| TLC-LED-1200         | E       | LED 5700K - 75 CRI | 1170W   | 150,000 | >120,000 | >120,000 | >120,000 | 6        |
| TLC-LED-1200         | F       | LED 5700K - 75 CRI | 1170W   | 150,000 | >120,000 | >120,000 | >120,000 | 2        |
| TLC-LED-1500         | A       | LED 5700K - 75 CRI | 1410W   | 181,000 | >120,000 | >120,000 | >120,000 | 26       |
| TLC-LED-1500         | B       | LED 5700K - 75 CRI | 1410W   | 181,000 | >120,000 | >120,000 | >120,000 | 22       |
| TLC-LED-1500         | C       | LED 5700K - 75 CRI | 1410W   | 181,000 | >120,000 | >120,000 | >120,000 | 10       |
| TLC-LED-1500         | D       | LED 5700K - 75 CRI | 1410W   | 181,000 | >120,000 | >120,000 | >120,000 | 8        |
| TLC-LED-1500         | E       | LED 5700K - 75 CRI | 1410W   | 181,000 | >120,000 | >120,000 | >120,000 | 8        |
| TLC-LED-550          | C       | LED 5700K - 75 CRI | 540W    | 67,000  | >120,000 | >120,000 | >120,000 | 2        |
| TLC-LED-550          | G       | LED 5700K - 75 CRI | 540W    | 67,000  | >120,000 | >120,000 | >120,000 | 2        |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Deerfield Beach Athletic Complex

| Single Fixture Amperage Draw Chart              |  |                                         |             |             |             |             |             |
|-------------------------------------------------|--|-----------------------------------------|-------------|-------------|-------------|-------------|-------------|
| Driver Specifications<br>(.90 min power factor) |  | Line Amperage Per Fixture<br>(max draw) |             |             |             |             |             |
| Single Phase Voltage                            |  | 208<br>(60)                             | 220<br>(60) | 240<br>(60) | 277<br>(60) | 347<br>(60) | 480<br>(60) |
| TLC-LED-1500                                    |  | 8.4                                     | 7.9         | 7.3         | 6.3         | 5.0         | 3.6         |
| TLC-LED-1200                                    |  | 6.9                                     | 6.5         | 6.0         | 5.2         | 4.2         | 3.0         |
| TLC-BT-575                                      |  | 3.3                                     | 3.2         | 2.9         | 2.5         | 2.0         | 1.5         |
| TLC-LED-550                                     |  | 3.2                                     | 3.0         | 2.8         | 2.4         | 1.9         | 1.4         |

Light Level Summary

| Calculation Grid Summary   |                        |                  |       |       |         |         |          |             |
|----------------------------|------------------------|------------------|-------|-------|---------|---------|----------|-------------|
| Grid Name                  | Calculation Metric     | Illumination Ave |       |       |         |         | Circuits | Fixture Qty |
|                            |                        | Ave              | Min   | Max   | Max/Min | Ave/Min |          |             |
| Baseball (Infield)         | Horizontal Illuminance | 51.08            | 37.78 | 60.78 | 1.61    | 1.35    | B        | 38          |
| Baseball (Outfield)        | Horizontal Illuminance | 30.52            | 22.75 | 41.37 | 1.82    | 1.34    | B        | 38          |
| Batting Cage - LL1         | Horizontal             | 37.21            | 25.28 | 46.97 | 1.86    | 1.47    | C        | 22          |
| Field                      | Horizontal Illuminance | 33.00            | 27.18 | 48.86 | 1.80    | 1.21    | A        | 28          |
| Little League 1 (Infield)  | Horizontal Illuminance | 51.36            | 36.50 | 69.75 | 1.91    | 1.41    | C        | 22          |
| Little League 1 (Outfield) | Horizontal Illuminance | 35.39            | 21.50 | 44.90 | 2.09    | 1.65    | C        | 22          |
| Little League 2 (Infield)  | Horizontal Illuminance | 50.50            | 35.68 | 60.44 | 1.69    | 1.42    | D        | 18          |
| Little League 2 (Outfield) | Horizontal Illuminance | 31.00            | 20.89 | 50.97 | 2.44    | 1.48    | D        | 18          |
| Little League 3 (Infield)  | Horizontal Illuminance | 50.25            | 34.58 | 63.51 | 1.84    | 1.45    | E        | 18          |
| Little League 3 (Outfield) | Horizontal Illuminance | 31.54            | 21.39 | 51.30 | 2.40    | 1.47    | E        | 18          |
| Track                      | Horizontal Illuminance | 15.65            | 2.92  | 27.53 | 9.43    | 5.36    | A        | 28          |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





| Equipment List For Areas Shown |              |      |                 |                   |              |          |           |
|--------------------------------|--------------|------|-----------------|-------------------|--------------|----------|-----------|
| Structure                      |              |      |                 | Fixtures          |              |          |           |
| QTY                            | STRUCTURE ID | SIZE | GRADE ELEVATION | ABOVE FIELD LEVEL | FIXTURE TYPE | QTY/POLE | THIS GRID |
| 1                              | F1           | 70'  | -               | 70'               | TLC-LED-1200 | 1        | 0         |
|                                |              |      |                 | 70'               | TLC-LED-1500 | 7        | 7         |
| 1                              | F2           | 80'  | -               | 80'               | TLC-LED-1500 | 7/5*     | 7         |
|                                |              |      |                 | 19'               | TLC-BT-575   | 2        | 0         |
| 2                              | F3-F4        | 70'  | -               | 70'               | TLC-LED-1200 | 1        | 1         |
|                                |              |      |                 | 70'               | TLC-LED-1500 | 6        | 6         |
| 4                              | Totals       |      |                 |                   |              | 36       | 28        |

Above Field Level is height of fixtures above area shown  
\*This structure utilizes a back-to-back mounting configuration



Deerfield Beach Athletic Complex

| Grid Summary |                  |
|--------------|------------------|
| Name:        | Field            |
| Size:        | 360' x 160'      |
| Spacing:     | 30.0' x 30.0'    |
| Height:      | 3.0' above grade |

| Illumination Summary |                                   |
|----------------------|-----------------------------------|
|                      | MAINTAINED HORIZONTAL FOOTCANDLES |
|                      | Entire Grid                       |
| Scan Average:        | 33.00                             |
| Maximum:             | 48.86                             |
| Minimum:             | 27.18                             |
| Avg/Min:             | 1.21                              |
| Max/Min:             | 1.80                              |
| UG (adjacent pts):   | 1.40                              |
| CU:                  | 0.53                              |
| No. of Points:       | 72                                |
| FIXTURE INFORMATION  |                                   |
| Applied Circuits:    | A                                 |
| Average LLF:         | 0.800                             |
| No. of Fixtures:     | 28                                |
| Total Load:          | 39.00 kW                          |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





| Equipment List For Areas Shown |              |      |                 |                   |              |          |           |             |
|--------------------------------|--------------|------|-----------------|-------------------|--------------|----------|-----------|-------------|
| Structure                      |              |      |                 | Fixtures          |              |          |           |             |
| QTY                            | STRUCTURE ID | SIZE | GRADE ELEVATION | ABOVE FIELD LEVEL | FIXTURE TYPE | QTY/POLE | THIS GRID | OTHER GRIDS |
| 1                              | F1           | 70'  | -               | 70'               | TLC-LED-1200 | 1        | 0         | 1           |
|                                |              |      |                 | 70'               | TLC-LED-1500 | 7        | 7         | 0           |
| 1                              | F2           | 80'  | -               | 80'               | TLC-LED-1500 | 7/5*     | 7         | 5           |
|                                |              |      |                 | 19'               | TLC-BT-575   | 2        | 0         | 2           |
| 2                              | F3-F4        | 70'  | -               | 70'               | TLC-LED-1200 | 1        | 1         | 0           |
|                                |              |      |                 | 70'               | TLC-LED-1500 | 6        | 6         | 0           |
| 4                              | Totals       |      |                 |                   |              | 36       | 28        | 8           |

Above Field Level is height of fixtures above area shown  
\*This structure utilizes a back-to-back mounting configuration



Deerfield Beach Athletic Complex

| Grid Summary |                  |
|--------------|------------------|
| Name:        | Track            |
| Size:        | 360' x 160'      |
| Spacing:     | 30.0' x 30.0'    |
| Height:      | 3.0' above grade |

| Illumination Summary              |          |
|-----------------------------------|----------|
| MAINTAINED HORIZONTAL FOOTCANDLES |          |
| Entire Grid                       |          |
| Scan Average:                     | 15.65    |
| Maximum:                          | 27.53    |
| Minimum:                          | 2.92     |
| Avg/Min:                          | 5.36     |
| Max/Min:                          | 9.43     |
| UG (adjacent pts):                | 0.00     |
| CU:                               | 0.17     |
| No. of Points:                    | 48       |
| FIXTURE INFORMATION               |          |
| Applied Circuits:                 | A        |
| Average LLF:                      | 0.800    |
| No. of Fixtures:                  | 28       |
| Total Load:                       | 39.00 kW |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

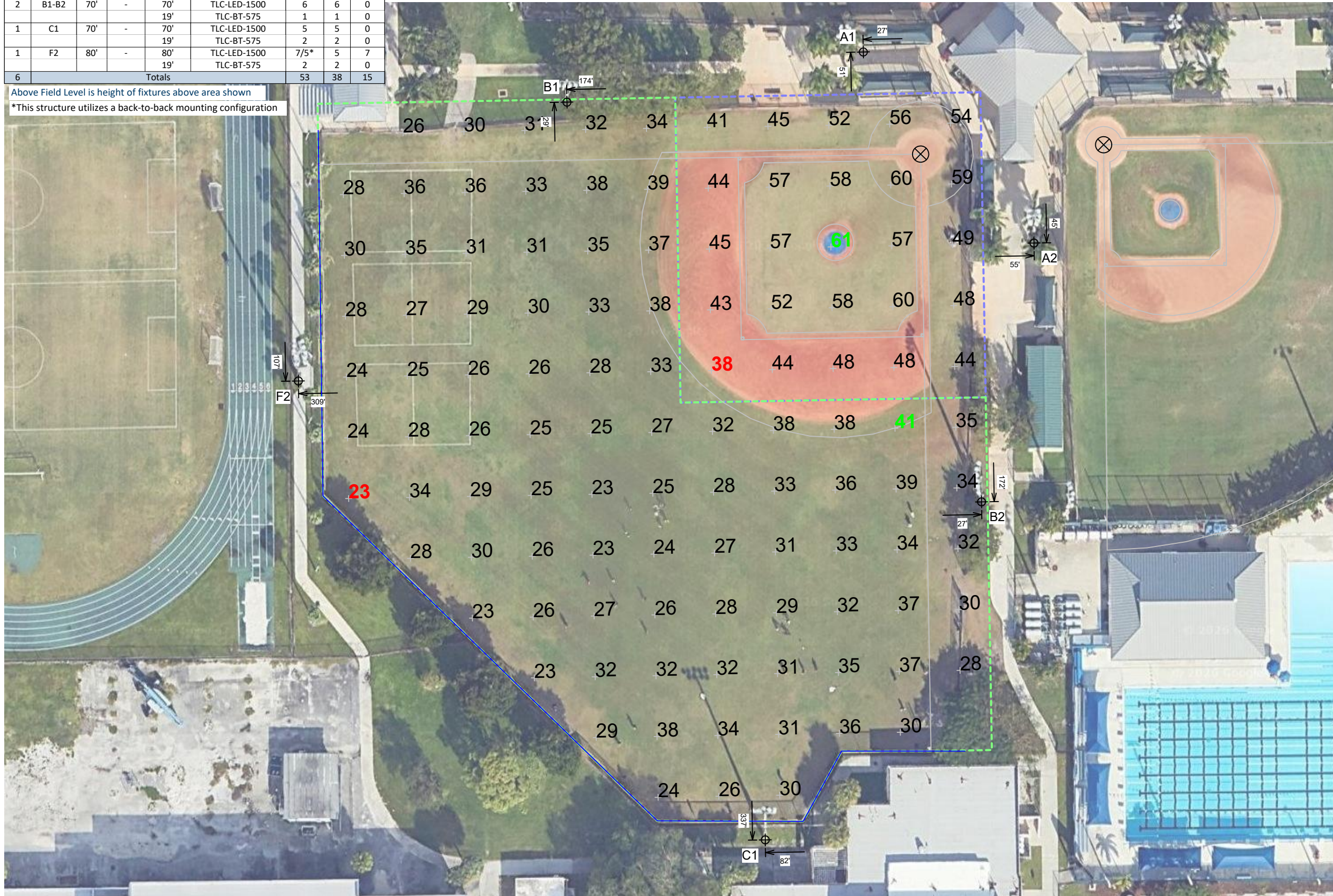
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





| Equipment List For Areas Shown |              |      |                 |                   |              |          |           |
|--------------------------------|--------------|------|-----------------|-------------------|--------------|----------|-----------|
| Structure                      |              |      |                 | Fixtures          |              |          |           |
| QTY                            | STRUCTURE ID | SIZE | GRADE ELEVATION | ABOVE FIELD LEVEL | FIXTURE TYPE | QTY/POLE | THIS GRID |
| 2                              | A1-A2        | 70'  | -               | 70'               | TLC-LED-1200 | 3/4*     | 4         |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 1         |
|                                |              |      |                 | 15.5'             | TLC-BT-575   | 1        | 0         |
| 2                              | B1-B2        | 70'  | -               | 70'               | TLC-LED-1500 | 6        | 6         |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 1         |
| 1                              | C1           | 70'  | -               | 70'               | TLC-LED-1500 | 5        | 5         |
|                                |              |      |                 | 19'               | TLC-BT-575   | 2        | 2         |
| 1                              | F2           | 80'  | -               | 80'               | TLC-LED-1500 | 7/5*     | 5         |
|                                |              |      |                 | 19'               | TLC-BT-575   | 2        | 2         |
| 6                              | Totals       |      |                 |                   |              | 53       | 38        |

Above Field Level is height of fixtures above area shown  
\*This structure utilizes a back-to-back mounting configuration



Deerfield Beach Athletic Complex

| Grid Summary |                          |
|--------------|--------------------------|
| Name:        | Baseball                 |
| Size:        | Irregular 295'/326'/297' |
| Spacing:     | 30.0' x 30.0'            |
| Height:      | 3.0' above grade         |

|                     | MAINTAINED HORIZONTAL FOOTCANDLES |          |
|---------------------|-----------------------------------|----------|
|                     | Infield                           | Outfield |
| Guaranteed Average: | 50                                | 30       |
| Scan Average:       | 51.08                             | 30.52    |
| Maximum:            | 60.78                             | 41.37    |
| Minimum:            | 37.78                             | 22.75    |
| Avg/Min:            | 1.35                              | 1.34     |
| Guaranteed Max/Min: | 2                                 | 2.5      |
| Max/Min:            | 1.61                              | 1.82     |
| UG (adjacent pts):  | 1.27                              | 1.62     |
| CU:                 | 0.77                              |          |
| No. of Points:      | 25                                | 87       |
| FIXTURE INFORMATION |                                   |          |
| Applied Circuits:   | B                                 |          |
| Average LLF:        | 0.842                             |          |
| No. of Fixtures:    | 38                                |          |
| Total Load:         | 44.98 kW                          |          |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

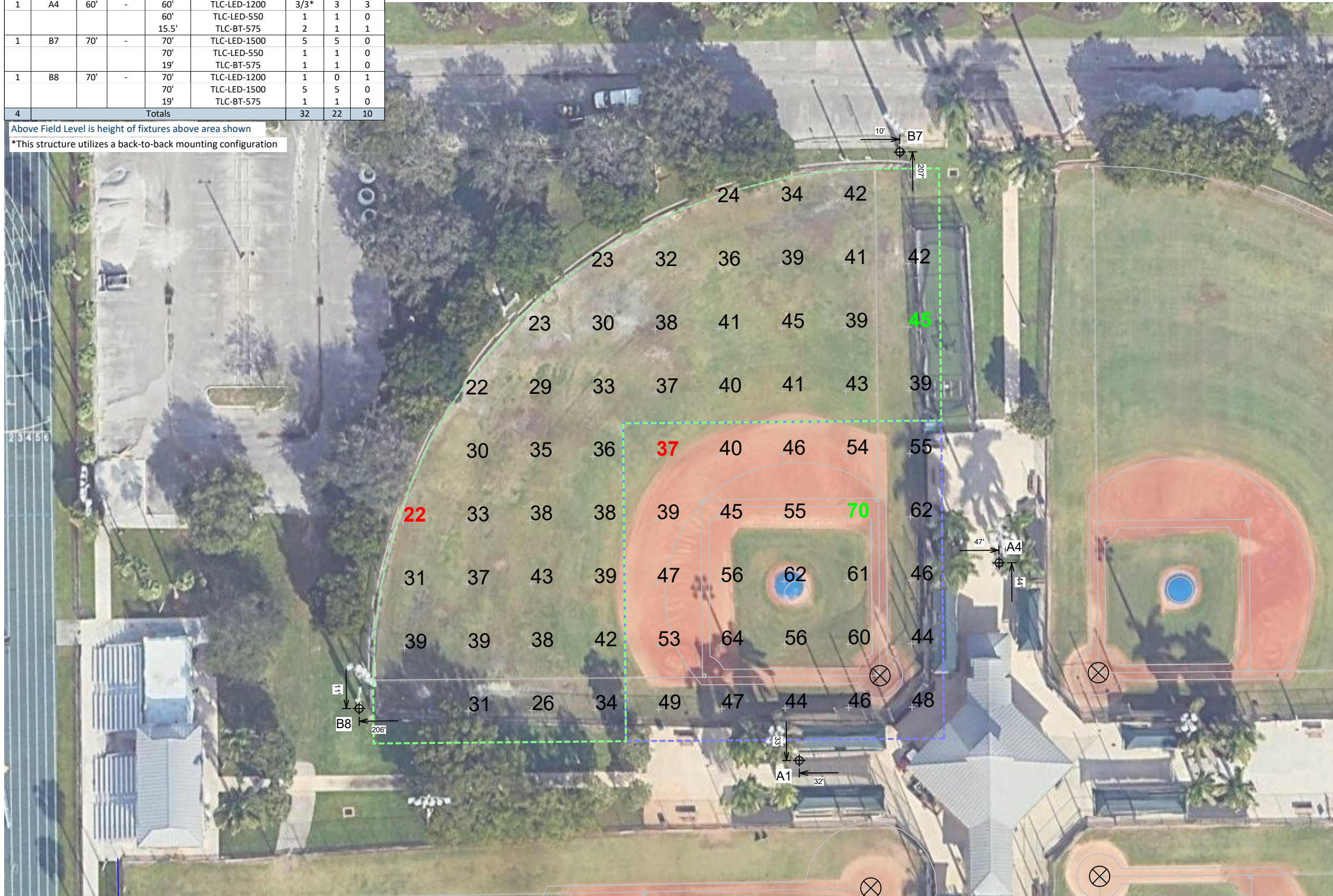
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





| Equipment List For Areas Shown |              |      |                 |                   |              |          |           |             |
|--------------------------------|--------------|------|-----------------|-------------------|--------------|----------|-----------|-------------|
| Structure                      |              |      |                 | Fixtures          |              |          |           |             |
| QTY                            | STRUCTURE ID | SIZE | GRADE ELEVATION | ABOVE FIELD LEVEL | FIXTURE TYPE | QTY/POLE | THIS GRID | OTHER GRIDS |
| 1                              | A1           | 70'  | -               | 70'               | TLC-LED-1200 | 3/4*     | 3         | 4           |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 0         | 1           |
|                                |              |      |                 | 15.5'             | TLC-BT-575   | 1        | 1         | 0           |
| 1                              | A4           | 60'  | -               | 60'               | TLC-LED-1200 | 3/3*     | 3         | 3           |
|                                |              |      |                 | 60'               | TLC-LED-550  | 1        | 1         | 0           |
|                                |              |      |                 | 15.5'             | TLC-BT-575   | 2        | 1         | 1           |
| 1                              | B7           | 70'  | -               | 70'               | TLC-LED-1500 | 5        | 5         | 0           |
|                                |              |      |                 | 70'               | TLC-LED-550  | 1        | 1         | 0           |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 1         | 0           |
| 1                              | B8           | 70'  | -               | 70'               | TLC-LED-1200 | 1        | 0         | 1           |
|                                |              |      |                 | 70'               | TLC-LED-1500 | 5        | 5         | 0           |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 1         | 0           |
| 4                              | Totals       |      |                 |                   |              | 32       | 22        | 10          |

Above Field Level is height of fixtures above area shown  
\*This structure utilizes a back-to-back mounting configuration



Deerfield Beach Athletic Complex

| Grid Summary |                               |
|--------------|-------------------------------|
| Name:        | Little League 1               |
| Size:        | 200'/200'/200' - basepath 70' |
| Spacing:     | 25.0' x 25.0'                 |
| Height:      | 3.0' above grade              |

|                     | MAINTAINED HORIZONTAL FOOTCANDLES |          |
|---------------------|-----------------------------------|----------|
|                     | Infield                           | Outfield |
| Guaranteed Average: | 50                                | 30       |
| Scan Average:       | 51.36                             | 35.39    |
| Maximum:            | 69.75                             | 44.90    |
| Minimum:            | 36.50                             | 21.50    |
| Avg/Min:            | 1.41                              | 1.65     |
| Guaranteed Max/Min: | 2                                 | 2.5      |
| Max/Min:            | 1.91                              | 2.09     |
| UG (adjacent pts):  | 1.38                              | 1.53     |
| CU:                 | 0.68                              |          |
| No. of Points:      | 25                                | 42       |
| FIXTURE INFORMATION |                                   |          |
| Applied Circuits:   | C                                 |          |
| Average LLF:        | 0.855                             |          |
| No. of Fixtures:    | 22                                |          |
| Total Load:         | 24.50 kW                          |          |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





| Equipment List For Areas Shown |              |      |                 |                   |              |          |           |             |
|--------------------------------|--------------|------|-----------------|-------------------|--------------|----------|-----------|-------------|
| Structure                      |              |      |                 | Fixtures          |              |          |           |             |
| QTY                            | STRUCTURE ID | SIZE | GRADE ELEVATION | ABOVE FIELD LEVEL | FIXTURE TYPE | QTY/POLE | THIS GRID | OTHER GRIDS |
| 1                              | A1           | 70'  | -               | 70'               | TLC-LED-1200 | 3/4*     | 3         | 4           |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 0         | 1           |
|                                |              |      |                 | 15.5'             | TLC-BT-575   | 1        | 1         | 0           |
| 1                              | A4           | 60'  | -               | 60'               | TLC-LED-1200 | 3/3*     | 3         | 3           |
|                                |              |      |                 | 60'               | TLC-LED-550  | 1        | 1         | 0           |
|                                |              |      |                 | 15.5'             | TLC-BT-575   | 2        | 1         | 1           |
| 1                              | B7           | 70'  | -               | 70'               | TLC-LED-1500 | 5        | 5         | 0           |
|                                |              |      |                 | 70'               | TLC-LED-550  | 1        | 1         | 0           |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 1         | 0           |
| 1                              | B8           | 70'  | -               | 70'               | TLC-LED-1200 | 1        | 0         | 1           |
|                                |              |      |                 | 70'               | TLC-LED-1500 | 5        | 5         | 0           |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 1         | 0           |
| 4                              | Totals       |      |                 |                   |              | 32       | 22        | 10          |

Above Field Level is height of fixtures above area shown

\*This structure utilizes a back-to-back mounting configuration



## Deerfield Beach Athletic Complex

| Grid Summary |                               |
|--------------|-------------------------------|
| Name:        | Batting Cage - LL1            |
| Size:        | 200'/200'/200' - basepath 70' |
| Spacing:     | 10.0' x 10.0'                 |
| Height:      | 3.0' above grade              |

| Illumination Summary |                                   |
|----------------------|-----------------------------------|
|                      | MAINTAINED HORIZONTAL FOOTCANDLES |
|                      | Entire Grid                       |
| Guaranteed Average:  | 30                                |
| Scan Average:        | 37.21                             |
| Maximum:             | 46.97                             |
| Minimum:             | 25.28                             |
| Avg/Min:             | 1.47                              |
| Guaranteed Max/Min:  | 2                                 |
| Max/Min:             | 1.86                              |
| UG (adjacent pts):   | 1.36                              |
| CU:                  | 0.03                              |
| No. of Points:       | 14                                |
| FIXTURE INFORMATION  |                                   |
| Applied Circuits:    | C                                 |
| Average LLF:         | 0.855                             |
| No. of Fixtures:     | 22                                |
| Total Load:          | 24.50 kW                          |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

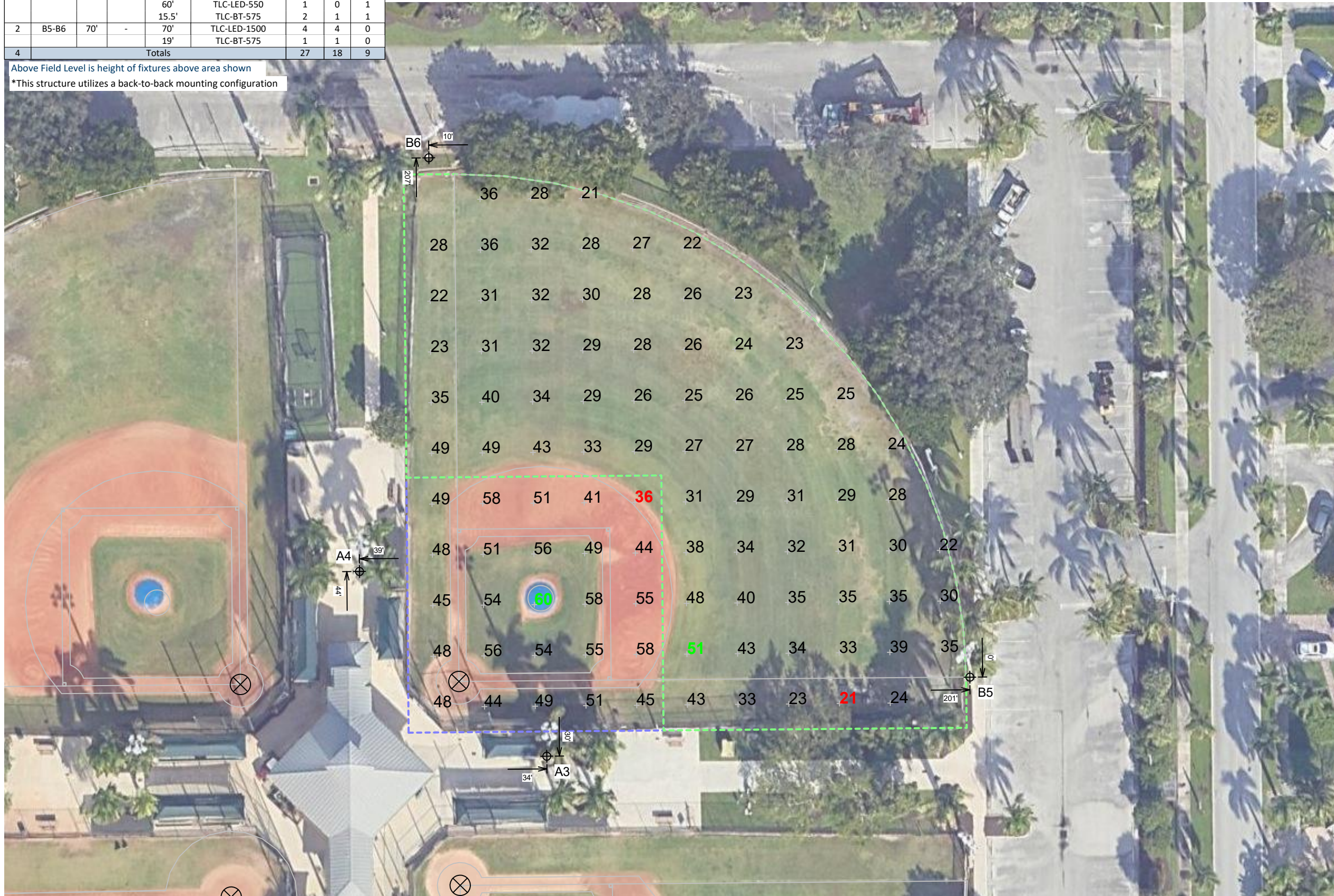
**Installation Requirements:** Results assume  $\pm$  3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





| Equipment List For Areas Shown |              |      |                 |                   |              |          |           |             |
|--------------------------------|--------------|------|-----------------|-------------------|--------------|----------|-----------|-------------|
| Structure                      |              |      |                 | Fixtures          |              |          |           |             |
| QTY                            | STRUCTURE ID | SIZE | GRADE ELEVATION | ABOVE FIELD LEVEL | FIXTURE TYPE | QTY/POLE | THIS GRID | OTHER GRIDS |
| 1                              | A3           | 60'  | -               | 60'               | TLC-LED-1200 | 3/3*     | 3         | 3           |
|                                |              |      |                 | 15.5'             | TLC-BT-575   | 2        | 1         | 1           |
| 1                              | A4           | 60'  | -               | 60'               | TLC-LED-1200 | 3/3*     | 3         | 3           |
|                                |              |      |                 | 60'               | TLC-LED-550  | 1        | 0         | 1           |
|                                |              |      |                 | 15.5'             | TLC-BT-575   | 2        | 1         | 1           |
| 2                              | B5-B6        | 70'  | -               | 70'               | TLC-LED-1500 | 4        | 4         | 0           |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 1         | 0           |
| 4                              | Totals       |      |                 |                   |              | 27       | 18        | 9           |

Above Field Level is height of fixtures above area shown  
\*This structure utilizes a back-to-back mounting configuration



## Deerfield Beach Athletic Complex

| Grid Summary |                               |
|--------------|-------------------------------|
| Name:        | Little League 2               |
| Size:        | 200'/200'/200' - basepath 60' |
| Spacing:     | 20.0' x 20.0'                 |
| Height:      | 3.0' above grade              |

| Illumination Summary |                                   |          |
|----------------------|-----------------------------------|----------|
|                      | MAINTAINED HORIZONTAL FOOTCANDLES |          |
|                      | Infield                           | Outfield |
| Guaranteed Average:  | 50                                | 30       |
| Scan Average:        | 50.50                             | 31.00    |
| Maximum:             | 60.44                             | 50.97    |
| Minimum:             | 35.68                             | 20.89    |
| Avg/Min:             | 1.42                              | 1.48     |
| Guaranteed Max/Min:  | 2                                 | 2.5      |
| Max/Min:             | 1.69                              | 2.44     |
| UG (adjacent pts):   | 1.31                              | 1.58     |
| CU:                  | 0.67                              |          |
| No. of Points:       | 25                                | 71       |
| FIXTURE INFORMATION  |                                   |          |
| Applied Circuits:    | D                                 |          |
| Average LLF:         | 0.844                             |          |
| No. of Fixtures:     | 18                                |          |
| Total Load:          | 20.60 kW                          |          |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





| Equipment List For Areas Shown |              |      |                 |                   |              |          |           |
|--------------------------------|--------------|------|-----------------|-------------------|--------------|----------|-----------|
| Structure                      |              |      |                 | Fixtures          |              |          |           |
| QTY                            | STRUCTURE ID | SIZE | GRADE ELEVATION | ABOVE FIELD LEVEL | FIXTURE TYPE | QTY/POLE | THIS GRID |
| 1                              | A2           | 70'  | -               | 70'               | TLC-LED-1200 | 3/4*     | 3         |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 0         |
|                                |              |      |                 | 15.5'             | TLC-BT-575   | 1        | 1         |
| 1                              | A3           | 60'  | -               | 60'               | TLC-LED-1200 | 3/3*     | 3         |
|                                |              |      |                 | 15.5'             | TLC-BT-575   | 2        | 1         |
| 1                              | B3           | 70'  | -               | 70'               | TLC-LED-1500 | 4        | 4         |
|                                |              |      |                 | 70'               | TLC-LED-550  | 2        | 0         |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 1         |
| 1                              | B4           | 70'  | -               | 70'               | TLC-LED-1500 | 4        | 4         |
|                                |              |      |                 | 19'               | TLC-BT-575   | 1        | 1         |
| 4                              | Totals       |      |                 |                   |              | 29       | 18        |

Above Field Level is height of fixtures above area shown

\*This structure utilizes a back-to-back mounting configuration



Deerfield Beach Athletic Complex

| Grid Summary |                               |
|--------------|-------------------------------|
| Name:        | Little League 3               |
| Size:        | 200'/200'/200' - basepath 60' |
| Spacing:     | 20.0' x 20.0'                 |
| Height:      | 3.0' above grade              |

| Illumination Summary |                                   |          |
|----------------------|-----------------------------------|----------|
|                      | MAINTAINED HORIZONTAL FOOTCANDLES |          |
|                      | Infield                           | Outfield |
| Guaranteed Average:  | 50                                | 30       |
| Scan Average:        | 50.25                             | 31.54    |
| Maximum:             | 63.51                             | 51.30    |
| Minimum:             | 34.58                             | 21.39    |
| Avg/Min:             | 1.45                              | 1.47     |
| Guaranteed Max/Min:  | 2                                 | 2.5      |
| Max/Min:             | 1.84                              | 2.40     |
| UG (adjacent pts):   | 1.34                              | 1.36     |
| CU:                  | 0.64                              |          |
| No. of Points:       | 25                                | 68       |
| FIXTURE INFORMATION  |                                   |          |
| Applied Circuits:    | E                                 |          |
| Average LLF:         | 0.867                             |          |
| No. of Fixtures:     | 18                                |          |
| Total Load:          | 20.60 kW                          |          |

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





Deerfield Beach Athletic Complex

Equipment Layout

INCLUDES:

- Baseball
- Little League 1
- Little League 2
- Little League 3
- Track & Field

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

| Structure |              |      |                  | Fixtures           |              |          |
|-----------|--------------|------|------------------|--------------------|--------------|----------|
| QTY       | STRUCTURE ID | SIZE | GLOBAL ELEVATION | ABOVE GLOBAL LEVEL | FIXTURE TYPE | QTY/POLE |
| 2         | A1-A2        | 70'  | -                | 70'                | TLC-LED-1200 | 3/4*     |
|           |              |      |                  | 19'                | TLC-BT-575   | 1        |
|           |              |      |                  | 15.5'              | TLC-BT-575   | 1        |
| 1         | A3           | 60'  | -                | 60'                | TLC-LED-1200 | 3/3*     |
|           |              |      |                  | 15.5'              | TLC-BT-575   | 2        |
| 1         | A4           | 60'  | -                | 60'                | TLC-LED-1200 | 3/3*     |
|           |              |      |                  | 60'                | TLC-LED-550  | 1        |
|           |              |      |                  | 15.5'              | TLC-BT-575   | 2        |
| 2         | B1-B2        | 70'  | -                | 70'                | TLC-LED-1500 | 6        |
|           |              |      |                  | 19'                | TLC-BT-575   | 1        |
| 1         | B3           | 70'  | -                | 70'                | TLC-LED-1500 | 4        |
|           |              |      |                  | 70'                | TLC-LED-550  | 2        |
|           |              |      |                  | 19'                | TLC-BT-575   | 1        |
| 3         | B4-B6        | 70'  | -                | 70'                | TLC-LED-1500 | 4        |
|           |              |      |                  | 19'                | TLC-BT-575   | 1        |
| 1         | B7           | 70'  | -                | 70'                | TLC-LED-1500 | 5        |
|           |              |      |                  | 70'                | TLC-LED-550  | 1        |
|           |              |      |                  | 19'                | TLC-BT-575   | 1        |
| 1         | B8           | 70'  | -                | 70'                | TLC-LED-1200 | 1        |
|           |              |      |                  | 70'                | TLC-LED-1500 | 5        |
|           |              |      |                  | 19'                | TLC-BT-575   | 1        |
| 1         | C1           | 70'  | -                | 70'                | TLC-LED-1500 | 5        |
|           |              |      |                  | 19'                | TLC-BT-575   | 2        |
| 1         | F1           | 70'  | -                | 70'                | TLC-LED-1200 | 1        |
|           |              |      |                  | 70'                | TLC-LED-1500 | 7        |
| 1         | F2           | 80'  | -                | 80'                | TLC-LED-1500 | 7/5*     |
|           |              |      |                  | 19'                | TLC-BT-575   | 2        |
| 2         | F3-F4        | 70'  | -                | 70'                | TLC-LED-1200 | 1        |
|           |              |      |                  | 70'                | TLC-LED-1500 | 6        |
| 17        | Totals       |      |                  |                    |              | 128      |

\*This structure utilizes a back-to-back mounting configuration  
Above Global Level is height of fixtures above design (0,0,0)

Single Fixture Amperage Draw Chart

| Driver Specifications<br>(.90 min power factor) | Line Amperage Per Fixture<br>(max draw) |             |             |             |             |             |             |
|-------------------------------------------------|-----------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                                                 | 208<br>(60)                             | 220<br>(60) | 240<br>(60) | 277<br>(60) | 347<br>(60) | 380<br>(60) | 480<br>(60) |
| Single Phase Voltage                            |                                         |             |             |             |             |             |             |
| TLC-LED-1500                                    | 8.4                                     | 7.9         | 7.3         | 6.3         | 5.0         | 4.6         | 3.6         |
| TLC-LED-1200                                    | 6.9                                     | 6.5         | 6.0         | 5.2         | 4.2         | 3.8         | 3.0         |
| TLC-BT-575                                      | 3.3                                     | 3.2         | 2.9         | 2.5         | 2.0         | 1.8         | 1.5         |
| TLC-LED-550                                     | 3.2                                     | 3.0         | 2.8         | 2.4         | 1.9         | 1.8         | 1.4         |



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Pole location(s) ⊕ dimensions are relative  
to 0,0 reference point(s) ⊗





# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-410

**Agenda Date:** 8/4/2026

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Ad Graphics, LLC for the design and installation of a graphic design wrap for placement on the Oveta McKeithen Park football concession building in the amount of \$26,153.40; 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: \$26,153.40

Account Name: Parks & Recreation Future Fund

Account Number: 617-700-720-7200-000-57200-503928

### Background/History

In conjunction with the athletic field improvements currently being completed at Oveta McKeithen Park, the Parks and Recreation Department is proposing the installation of a custom-designed, removable decal on the football concession building. The decal is intended to commemorate the history and legacy of the Packer Rattlers football program by featuring former Deerfield Beach Packer Rattlers players who advanced to the National Football League (NFL), while also highlighting the pride and tradition of the organization. The decal is designed as a historical and commemorative display that recognizes the achievements of local athletes and celebrates their connection to the Deerfield Beach community.

The removable decal will serve as an educational and commemorative feature within the park, recognizing the accomplishments of former Packer Rattlers players and inspiring future generations of local athletes. Because the decal is removable, it provides the City with the flexibility to update the display overtime as additional Packer Rattlers advance to the NFL or to restore the building's original appearance, if desired.

On April 24, 2026, four sign companies were contacted and proposals were requested to design, manufacture, and install the concession building decal at Oveta McKeithen Park. Prior to distributing the request, each company was contacted to confirm that decal installation services were among the services they provided. The four companies contacted were AdGraphics, AllVenue Graphics,

Signarama, and Wrappit Wraps, LLC.

Following the initial solicitation, all four vendors were invited to attend an onsite meeting on Friday, May 1, 2026, to review the project, obtain measurements, and ask questions. Representatives from AdGraphics and AllVenue Graphics attended the site visit, took measurements of the building, and expressed interest in submitting proposals.

After the site visit, the Department determined that the selected vendor should be responsible for developing the decal design, with direction and input provided by Parks and Recreation staff, rather than having city staff create the artwork in-house. Both AdGraphics and AllVenue Graphics were contacted to determine whether they offered in-house graphic design services. AdGraphics confirmed that they provide design services. AllVenue Graphics did not respond to the initial inquiry, and despite a follow-up email requesting the same information, no response has been received to date.

Based on AdGraphics' responsiveness and demonstrated ability to provide both design and installation services, the Department proceeded with developing the decal concept with AdGraphics. Staff provided design ideas and historical information, and through several rounds of revisions, AdGraphics produced a creative, high-quality decal that reflects the history, tradition, and accomplishments of the Packer Rattlers while complementing the ongoing improvements being made throughout the park.

In addition to the quality of the design, AdGraphics utilizes industry-recommended 3M materials and employs 3M Certified Installers. This allows the City to receive the 3M Matched Component System Warranty, which provides comprehensive protection against fading, cracking, and peeling. This level of warranty exceeds the standard warranties typically offered by covering not only material adhesion but also the long-term appearance and durability of the finished decal, providing greater value and longevity for the City's investment.

### **Current Activity**

Although this project is under the \$30,000 threshold and would not normally require City Commission approval, the City has utilized AdGraphics for another project during the current fiscal year. As a result, the City's total expenditures with AdGraphics will exceed the \$30,000 threshold established by the City Code; therefore, City Commission approval is required for this project before a purchase order can be issued.

### **Recommendation**

Staff recommends approval.

## **RESOLUTION NO. 2026/**

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO AD GRAPHICS, LLC FOR THE DESIGN AND INSTALLATION OF A GRAPHIC DESIGN WRAP FOR PLACEMENT ON THE OVETA MCKEITHEN PARK FOOTBALL CONCESSION BUILDING IN THE AMOUNT OF \$26,153.40; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Oveta McKeithen Park athletic field improvements are in the process of being completed and the Department of Parks and Recreation (the “Department”) has determined that a custom-designed graphic art wrap should be placed on the football concession building (the “Building”) in conjunction with these improvements to enhance the aesthetics of Building; and

**WHEREAS**, the Department is proposing a graphic wrap that will celebrate the history and legacy of the Packer Rattlers football program by showcasing former Packer Rattlers players who have advanced to the National Football League, while also highlighting the pride and tradition of the organization; and

**WHEREAS**, it is intended that graphic wrap will serve as a visual focal point within the park, recognize the accomplishments of local athletes and create a sense of community and pride for residents and visitors; and

**WHEREAS**, in accordance with Sec. 38-116(2) of the City's Code of Ordinance, contracts for services where the total annual expenditure is estimated to be \$10,000 or greater, but less than \$30,000.00, may be made or entered into by the City Manager without City commission approval and without a sealed competitive method, provided that three written quotations are obtained from individual sources; and

**WHEREAS**, on April 24, 2026, the Department contacted four sign and wrap companies requesting written proposals for the design, manufacture, and installation of a graphic wrap for placement on the concession building at Oveta McKeithen Park; and

**WHEREAS**, on May 1, 2026, all four vendors were invited to an onsite visit to review the project, obtain measurements, and ask questions, and representatives from Ad Graphics, LLC (“Ad Graphics”) and All Venue Graphics attended the onsite visit; and

**WHEREAS**, subsequent to the onsite visit, the Department determined that the vendors should be responsible for developing the design concept with consultation from the Department staff and the vendors were contacted to determine whether such in-house graphic design services could be provided; and

**WHEREAS,** Ad Graphics was the only vendor that responded to the in-house graphic request and provided the Department with a proposed graphic wrap, which includes 3M materials and the vendor employs 3M Certified installers and provides a 3M matched component system warranty; and

**WHEREAS,** the City has utilized Ad Graphics during the current fiscal year, and Section 38-117(b) requires City Commission approval since there have been multiple acquisitions from this vendor and this purchase would exceed the aggregate sum of \$30,000.00 from Ad Graphics during the course of this fiscal year; and

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

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

**WHEREAS,** the installation of the graphic wrap is contingent upon the final graphic design being submitted to the Committee for a recommendation and considered and approved by the City Commission; and

**WHEREAS,** the City Commission finds that it is in the best interest of the City to approve the issuance of a Purchase Order to Ad Graphics for the graphic wrap for installation on the Building.

**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 issuance of purchase order to Ad Graphics for the purchase, design and installation of a graphic design wrap on the Oveta McKeithen Building in an amount not to exceed \$26,153.00, with the installation on the Building contingent on Committee review and Commission approval of the final graphic design.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK

|                                                                                                                                                                                                                     |                                                                                                                                                                                 |                                                                                                                                         |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Bill To:</b><br><br><b>City of Deerfield Beach</b><br>150 Ne 2nd Ave<br>Deerfield Beach, FL 33441-3506 US<br><br><b>Attn: Greg Warner</b><br>Ph: 954-250-4170<br>Fax: 954-<br>Email: gwarner@deerfield-beach.com | <b>Ship and Delivery To:</b><br><br><b>City of Deerfield Beach</b><br>150 Ne 2nd Ave<br>Deerfield Beach, FL 33441-3506 US<br><br>Fax: 954-<br><br><a href="#">Install Other</a> | <b>Date: 6/29/26</b> <b>Quote # 151443-112</b>                                                                                          |                   |
|                                                                                                                                                                                                                     |                                                                                                                                                                                 | <b>Account # C428</b>                                                                                                                   | <b>Terms: COD</b> |
|                                                                                                                                                                                                                     |                                                                                                                                                                                 | <b>Tax # 85-8012621558C</b>                                                                                                             |                   |
|                                                                                                                                                                                                                     |                                                                                                                                                                                 | Click to visit our Website: <a href="http://www.adgraphics.us">www.adgraphics.us</a><br>for Artwork Guidelines & additional information |                   |
| Estimate prepared by (click email address to contact): <a href="mailto:SusieMaclean@adgraphics.us">Susie Maclean, SusieM@adgraphics.us</a>                                                                          |                                                                                                                                                                                 |                                                                                                                                         |                   |

| Production Charges                                                                 | Quantity | Per Image  | Extention |
|------------------------------------------------------------------------------------|----------|------------|-----------|
| <b>Part A</b> Deerfield Beach Concession Building Wrap // North Elevation // 158"h | 1        | 7,197.8892 | 7,197.89  |
| <b>Part B</b> West Elevation // North Side of Concession Opening // 158"h          | 1        | 3,440.4446 | 3,440.44  |
| <b>Part C</b> West Elevation //South Side of Concession Opening // 158"h           | 1        | 3,440.4446 | 3,440.44  |
| <b>Part D</b> South Elevation // 158"h                                             | 1        | 2,456.0832 | 2,456.08  |
| <b>Part E</b> East Elevation // South Side // 158"h                                | 1        | 3,816.4446 | 3,816.44  |
| <b>Part F</b> East Elevation // Center Above opening // 158"h                      | 1        | 864.1670   | 864.17    |
| <b>Part G</b> East Elevation // North Side // 158"h                                | 1        | 3,814.4446 | 3,814.44  |

**Production Charges Subtotal:** 25,029.90

| Miscellaneous Charges                                              | Quantity | Item Cost  | Extention |
|--------------------------------------------------------------------|----------|------------|-----------|
| Scissor Lift if needed - one week rental delivery/pickup/insurance | 1        | 1,123.5000 | 1,123.50  |

**Miscellaneous Charges SubTotal:** 1,123.50

PROOF is optional. If you choose NOT to inspect a color proof, your job will be produced AS IS, per your supplied artwork. AdGraphics makes every effort to produce your job as intended, however we are not responsible for errors in color or general layout issues if you elect not to receive a proof.

Check one: ☐ YES PROOF (add proof cost)    ☐ NO PROOF (subtract proof cost).

It is our policy to require a 50% deposit with balance due upon delivery unless credit is previously approved. Sales Tax and/or Shipping Charges may not be accurate at time of quotation and are subject to confirmation. I have read the Terms and Conditions (incorporated by reference into this document), and I agree to the Terms and Conditions.

To Proceed, please verify all information is accurate and return with appropriate signature and date.

Approved by:

Date:

**Subtotal:** 26.153.40  
**Estimated Shipping & Handling:**  
**Sales Tax:**  
**TOTAL:** 26.153.40







# City of Deerfield Beach

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

## Face Sheet File Number: I.D. 2026-413

**Agenda Date:** 8/4/2026

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement with South Florida Bible College & Theological Seminary, Inc. and LfV Athletics, Inc. to provide a soccer training program at the Oveta McKeithen Recreational Complex Multipurpose Field from August 5, 2026 to October 30, 2026; providing for execution, 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

South Florida Bible College/LfV Athletics has utilized the athletic fields at the Oveta McKeithen Recreational Complex for its soccer program in previous seasons. The organization is requesting to continue using the facility for the upcoming season. Pursuant to the City's Athletic Facility Use & Sports Policy, the requested schedule qualifies as a Long-Term Athletic Facility Use Permit and therefore requires City Commission approval.

The proposed use consists of preseason training sessions for approximately 30 players on the requested dates. South Florida Bible College/LfV Athletics has agreed to pay all applicable field rental and usage fees and to comply with all City policies, procedures, and regulations governing the use of City athletic facilities.

### Current Activity

South Florida Bible College and LfV are requesting the use of the City's soccer facilities to host preseason soccer training sessions for approximately 30 players from 7:00 AM to 8:30 am on the following dates:

- **August:** 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, 27, 31
- **September:** 1, 2, 3, 8, 9, 10, 14, 15, 16, 17, 21, 22, 23, 24, 28, 29, 30
- **October:** 1, 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29

The requested field use is for the upcoming soccer season and will consist of organized training sessions. South Florida Bible College and LfV have agreed to pay all applicable field rental and usage fees and will comply with all City policies, procedures, rules, and regulations governing the use

of City athletic facilities.

**Recommendation**

It is the recommendation of staff to approve the Facility Use Agreement between the City and South Florida Bible College/LFV Athletics.

**RESOLUTION NO. 2026/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH SOUTH FLORIDA BIBLE COLLEGE & THEOLOGICAL SEMINARY, INC. AND LFV ATHLETICS, INC. TO PROVIDE A SOCCER TRAINING PROGRAM AT THE OVETA MCKEITHEN RECREATIONAL COMPLEX MULTIPURPOSE FIELD FROM AUGUST 5, 2026 TO OCTOBER 30, 2026; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE**

**WHEREAS**, South Florida Bible College & Theological Seminary, Inc (“SFBC”) is a not-for-profit corporation that launched its athletic program in the Fall of 2025, which includes basketball and soccer (the “Program”); and

**WHEREAS**, the Program’s soccer training is coordinated with LFV Athletics, Inc., (“LFV”) which provides coaching and training for SFBC students; and

**WHEREAS**, SFBC and LFV recently rented space at the Oveta McKeithen Recreation Complex pursuant to a short-term rental agreement to utilize the multipurpose field (the “Field”) for soccer practices; and

**WHEREAS**, SFBC and LFV have submitted a Long-Term Application to rent and utilize the Field from August 5, 2026 through October 30, 2026 (the “Term”), with practices being held on specific dates during August, September and October to be held from 7 a.m. to 8:30 a.m. (the “Facility Use”); and

**WHEREAS**, in accordance with the City’s Athletic Facility Use and Sports Policy, the request for a Long Term Permit requires the execution of a facility use agreement prior to issuance of the permit; and

**WHEREAS**, the City, SFBC and LFV desire to enter into a Facility Use Agreement, attached as Exhibit “1” (the “Agreement”) for the Facility Use for SFBC’s Soccer Program during the Term, and SFBC and LFV have agreed to pay the City the required use fee of \$50.00 per hour of Field usage, plus \$200 per field lining as needed; and

**WHEREAS**, the City Commission finds that it is in the best interest of the City to approve the Facility Use and approve and authorize execution of the Agreement with SFBC and LFV.

**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 SFBC and LFV's Facility Use for the soccer Program subject to SFBC and LFV's compliance with the terms of the Agreement.

**Section 3.** The City Commission hereby approves the Facility Use Agreement with SFBC and LFV, attached as Exhibit "1".

**Section 4.** The City Commission hereby authorizes the City Manager to execute the Facility Use Agreement, attached as Exhibit "1," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 5.** The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

**Section 6.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
TODD DROSKY, MAYOR

ATTEST:

\_\_\_\_\_  
HEATHER MONTEMAYOR, CITY CLERK

**FACILITY USE AGREEMENT AMONGST THE CITY OF DEERFIELD BEACH, SOUTH FLORIDA BIBLE COLLEGE & THEOLOGICAL SEMINARY, INC., AND LFV ATHLETICS, INC.**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), is by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (the "CITY"), South Florida Bible College & Theological Seminary, Inc., a Florida Not For Profit Corporation, ("SFBC") and LFV Athletics, Inc., a Florida Profit Corporation ("LFV") (collectively, SFBC and LFV are the "LICENSEES").

**RECITALS**

**WHEREAS**, LICENSEES provide athletic programming to South Florida Bible College students, including individualized soccer coaching and group training of highly motivated college athletes; and

**WHEREAS**, the City operates the Oveta McKeithen Park multi-purpose field space (the "Field") and currently offers various athletic programs and activities; and

**WHEREAS**, LICENSEES desire to obtain a non-exclusive license to use the Field space designated by the City (the "Permitted Area") for the purpose of conducting a college soccer program for SFBC (the "Program") in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, LICENSEES will pay for use of the Permitted Area based on fees sets forth in this Agreement; and

**WHEREAS**, the CITY agrees to permit LICENSEES to conduct LICENSEES' Program at the Permitted Area and to provide facility usage to support the Program within the City, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEES do hereby agree as follows:

**Section 1. Recitals.** The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

**Section 2. Term.** This Agreement shall be effective as of August 5, 2026, and shall expire on October 30, 2026, unless terminated as set forth herein. (the "Term"). The City Manager or designee may extend this Agreement for up to one-year by execution of a written Amendment signed by the parties.

**Section 3. Compensation.** LICENSEES shall compensate the CITY \$50.00 per hour of usage for each day that the Field is used, plus \$200 per field lining as needed. LICENSEES shall be jointly and severally liable for providing such compensation to the City.

In addition to the above compensation, LICENSEES shall also be required to pay additional usage fees and admission fees for those Events as more specifically described below in Section 4b. and considered to be Special Events determined by the CITY.

#### **Section 4. Use of Permitted Area and Premises.**

a. *General.* The LICENSEES may use and occupy the Oveta McKeithen Park multi-purpose field space designated by the City within the Permitted Area to conduct a college soccer team program for the South Florida Bible College during the term of this Agreement. All activities conducted under the Program must be supervised at all times by a representative of LICENSEES.

CITY agrees to provide field space, goals, field lining, lighting, and maintenance for use by LICENSEES. LICENSEES agree to provide all additional equipment (the "Licensee Equipment"). All Licensee Equipment placed within the Permitted Area shall remain the property of LICENSEES and LICENSEES shall bear the sole risk of such placement and use of the Equipment, including risk of loss or damage. CITY may make additional space available to LICENSEES when possible, as determined by the CITY in its sole discretion. LICENSEES shall adhere to all terms set forth in the City's Athletic Facility Use and Sports Policy.

As this Agreement grants LICENSEES a non-exclusive license, LICENSEES acknowledge that the CITY may use the facility for a class, program or function, thereby limiting LICENSEES use of the Permitted Area and facility and possibly rendering the facility unavailable to the LICENSEES. CITY will provide reasonable notice to LICENSEES of its need to utilize the facility and/or Permitted Area. LICENSEES acknowledge that all City-run programs and functions take priority over scheduling of all other outside programming.

b. *Program Dates and Times:* The Program shall be provided on the dates and times set forth in the Scope of Services, attached as Exhibit "A":

The LICENSEES agree that the location, times and offerings of the Program classes and training can be added or changed at the discretion of the CITY as pre-determined with the Parks and Recreation staff.

In the event that LICENSEES desire to have specific Special Events, such as an Invitationals, Tournaments, or Games, LICENSEES shall coordinate with CITY at least 90 days' prior to the intended Special Event date to determine if such event can be accommodated. Such determination is at the sole discretion of the CITY, and if approved, LICENSEES shall pay a per athlete fee and admissions fees for those attending the event or a flat fee as determined by the City.

c. *List of Licensees' Attendees.* Prior to the commencement of the Program, LICENSEES shall provide the City with a roster of those college soccer team participants participating in the Program.

d. *Maintenance of Permitted Area.* LICENSEES agree to maintain the Permitted Area, the locker and shower rooms, if used by LICENSEES and its participants, and all personal property placed thereon in accordance with the terms and conditions of this Agreement. LICENSEES covenant that no nuisance or hazardous trade or occupation shall be permitted and nothing shall be kept in or about the Permitted Area or other areas of the facility that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage to the said Permitted Area and/or facility. LICENSEES shall not permit the Permitted Area to be used or occupied in a manner that will violate any laws or regulations.

Immediately after each practice, invitational, tournament, or approved Special Event, the LICENSEES shall be responsible for cleaning the areas used during the administration of any such activities. LICENSEES further agree to ensure that all trash will be placed in CITY receptacles. LICENSEES agree to a fine of \$100 per violation for failure to adhere to this subsection. LICENSEES, at the conclusion of each practice, invitational, tournament, or Special Event, must restore the site to a condition equal to that existing prior to the class, meet or Special Event. LICENSEES shall pay all costs for the repair and replacement of CITY property that is damaged during the Program.

e. *Damage to Facilities.* LICENSEES recognize that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEES agree that they will take no action that would cause damage to the Permitted Area. In this regard, LICENSEES agree not to cause damage to the Permitted Area. LICENSEES shall not cause any litter or debris to be left within or upon the Permitted Area. Moreover, LICENSEES shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEES agrees to a fine of \$100 per violation if there is a violation of the aforementioned provision. If there are conditions that occur during the Program that require an adjustment of security deposit returned at the conclusion of the Program. LICENSEES shall pay any overages of fees within ten days of the conclusion of the Program.

f. *Emergency Access and Dangerous Conditions.* LICENSEES agree to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Training. If, in the course of LICENSEES' operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area that may be dangerous, LICENSEES shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

**Section 5. Background Checks.** LICENSEES shall comply with the City's Criminal Background Check Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

a. LICENSEES shall be required to perform a criminal background check for any officer of LICENSEES or any person employed by or under contract with the LICENSEES, and any LICENSEES representative, who is providing the Soccer Program training or will be in or on City property, including volunteers assisting LICENSEES, and the results of such background checks shall be provided to the City prior to any employee or volunteer utilizing the Center and its facility for the Soccer Program .

b. Employees and Volunteers shall be prohibited from participating in the Soccer Program Training at any City Facilities in the event: (i) they have not had a current background check conducted in accordance with the Policy; or (ii) the results of their background check reveal any of the disqualification factors set forth in the Policy.

c. By signing this Agreement, LICENSEES acknowledge that LICENSEES have read and understand the Policy and agree to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEES' Employees and Volunteers. Further, LICENSEES agree to provide written notice to the City immediately upon LICENSEES' knowledge of any occurrence that, under the Policy, would disqualify any Officer, Employee or Volunteer. The City shall have the right to immediately terminate this Agreement upon written notice to LICENSEES if LICENSEES fail to abide by the Policy.

d. *Affidavit.* LICENSEES shall be required to submit an affidavit on a form provided by or approved by the City certifying compliance with the Policy, as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any Soccer Program Training or utilizing the Field under this Agreement.

**Section 6. Insurance and Indemnification.**

a. *Insurance.* LICENSEES shall provide the CITY with a copy of LICENSEES' liability insurance upon execution of this Agreement. The insurance policy shall be effective commencing no later than March 1, 2026. LICENSEES shall maintain no less than the following amounts of insurance:

|                                     |                        |
|-------------------------------------|------------------------|
| (1) Comprehensive General Liability | \$1,000,000            |
| (2) Property damage                 | \$1,000,000            |
| (3) Automotive liability            | \$1,000,000            |
| (4) Abuse and Molestation Coverage  | \$1,000,000            |
| (5) Workers' compensation           | Statutory requirements |

The general liability and property damage insurance shall, at a minimum, cover the Licensee's trainers, volunteers, employees, agents and representatives and the participants who are participating in any of the Programs' activities.

Each policy shall name the CITY as an additional insured and the LICENSEES shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30 days prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEES insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any acts or omission or commission by the LICENSEES, their agents, servants, or employees, or through the mere existence of the Program and activities provided for under this Agreement.

All policies shall be on an occurrence basis rather than a claims-made basis.

b. The LICENSEES shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by Licensee or any other person authorized by the LICENSEES to participate in the Program.

c. *Indemnification.*

1. In addition to the insurance to be provided, LICENSEES agree to be jointly and severally responsible to indemnify, defend and hold the CITY, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever



arising from the acts, omissions or negligence of the LICENSEES, or their officers, agents, or employees, or LICENSEES use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

2. *First Aid Treatment Indemnification.*

LICENSEES further agree to be jointly and severally responsible to indemnify and release the CITY, and its officers, agents, employees, agents, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or in any manner connected with, any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses, during participation in any activities, contemplated by this Agreement.

**Section 7. Compliance with Applicable Laws and Policies.**

a. In the conduct of its activities under this Agreement, LICENSEES shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time. LICENSEES shall obtain at its own expense all required licenses and permits for participation in the Soccer Program Training .

b. *Compliance with Rules and Regulations.* LICENSEES will abide by all Parks and Recreation Department Rules and Regulations, including such regulations set forth by City Ordinance, City Resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEES violate any of the aforementioned provisions, LICENSEES agree to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater. In addition, LICENSEES shall comply with the City's Lightning Policy attached as Exhibit "B".

c. LICENSEES agree that should LICENSEES not comply with any provision in this Agreement, LICENSEES may not be permitted to participate in subsequent use of the City's Facility and such Programs. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

**Section 8. Storage.** The storage of materials and equipment belonging to LICENSEES in the City facilities is strictly prohibited. The LICENSEES agree to be solely responsible for LICENSEES' items on City property and LICENSEES shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEES' storage of any equipment or materials on any City property, including but not limited to the Permitted Area.

**Section 9. Termination.** This Agreement may be terminated by LICENSEES upon 30 days written notice to the City of such termination in which event LICENSEES shall not be entitled to any additional use of the Permitted Area. LICENSEES are individually and jointly liable to CITY for any and all fees due and owing up to the date of termination. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving 30 days' written notice to LICENSEES. If the CITY elects to terminate this Agreement, the CITY shall return any

unused portion of any security deposit paid by LICENSEES, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City facilities by LICENSEES or the Program.

This Agreement may be terminated by the City for cause if the LICENSEES are in breach of this Agreement and fail to correct the breach within 10 days after written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the City in writing, LICENSEES shall immediately cease all activities at the Permitted Area.

**Section 10. Audit Rights and Retention of Records.** During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEES and its subcontractors that are related to the Program. The LICENSEES and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEES and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the LICENSEES or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

The LICENSEES and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time. but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEES' and its subcontractors' records, the LICENSEES and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEES or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY'S disallowance and recovery of any payment upon such entry.

**Section 11. Coordination of Services.** The CITY'S primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

**Section 12. City Reservation of Rights.** The City reserves the right to order any participant who is deemed by the City, in its discretion, to be a threat to any participant or the public or City property or who flagrantly violates City policies, rules or regulations relating to facility usage, to leave City grounds.

**Section 13. Notices.** Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses below, or at such other addresses as the parties may specify by written notice delivered in accordance with this Agreement:

FOR LICENSEES:

South Florida Bible College & Theological Seminary, Inc.  
2200 SW 10<sup>th</sup> Street  
Deerfield Beach, Florida 33442  
Attn. Jean Germil Agenor

LFV Athletics, Inc .  
2501 NW 32<sup>nd</sup> Street  
Boca Raton, Florida 33434  
Attn. Paul Godoy

FOR CITY: Rodney Brimlow, City Manager  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441

With A Copy to: Anthony C. Soroka, City Attorney  
Weiss Serota Helfman Cole & Bierman, PL.  
2255 Glades Road, Suite 200-E  
Boca Raton, FL 33431

**Section 14. No Leasehold.** LICENSEES and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the LICENSEES or user under the provisions of this Agreement. LICENSEES use of the Permitted Area and City Facility property is in an "as is" condition.

**Section 15. Public Records.** LICENSEES shall comply with Chapter 119, Florida Statutes, Florida's Public Records Law. Specifically, LICENSEES shall:

- a. Keep and maintain public records required by the CITY to perform the Programs.
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEES do not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the LICENSEES or keep and maintain public records required by the CITY to perform the service. If the LICENSEES transfer all public records to the CITY upon completion of the contract, the LICENSEES shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEES keep and maintain public records upon completion of the contract, the LICENSEES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF THE LICENSEES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.**

**Section 16. Miscellaneous.**

a. Entire Agreement. The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

b. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.

c. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.

d. Governing Law. The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.

e. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

f. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

g. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent .

h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

i. Assignability. This Agreement is not assignable.

j.

**FACILITY USE AGREEMENT AMONG THE CITY OF DEERFIELD BEACH, SOUTH FLORIDA  
BIBLE COLLEGE & THEOLOGICAL SEMINARY, INC., AND LFV ATHLETICS, INC.**

**CITY OF DEERFIELD BEACH**

By: \_\_\_\_\_  
Rodney Brimlow

Attest: \_\_\_\_\_  
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

By: \_\_\_\_\_  
Anthony C. Soroka, City Attorney

**LICENSEE  
South Florida Bible  
College & Theological Seminary, Inc.**

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary

Witnesses:

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

**LICENSEE – LFV ATHLETICS, INC.**

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary

Witnesses:

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

## **EXHIBIT "A" SCOPE OF SERVICES**

LICENSEE will offer College Soccer instruction at the Oveta McKeithen Park multi-purpose athletic field Monday through Friday as pre-determined with Athletic facility management staff. Locations, times, and offerings of classes can be added or changed at the discretion of the City as pre-determined with Athletic facility management.

All Soccer instruction will be held as follows in 2026:

S.F. Bible College soccer practice: August 5th and 6th, 10th - 13th, 17th - 20th, 24th - 27, and 31st

September 1st - 3rd, 8th - 10th, 14th - 17th, 21st - 24th, and 28th - 30th

October 1st, 5th-8th, 12th - 15th, 19th - 22nd, 26th - 29th

Time: 7 AM – 8:30 AM

Special Events: In accordance with Paragraph 4 b. of the Agreement, Special Events such as Invitationals or Tournaments, Licensee shall pay the required Fees, Spectator Admission Costs as determined by the City.



## City of Deerfield Beach Parks & Recreation

150 NE 2<sup>nd</sup> Ave., Deerfield Beach, FL 33441

954-480-4424 • [www.dfb.city](http://www.dfb.city)

[ksmith@deerfield-beach.com](mailto:ksmith@deerfield-beach.com)

### Athletic Facility Use Long-Term Permit Application

All long-term permit applications must be submitted a minimum of 60 days prior and a maximum of 120 days prior to the first requested field use. Once a permit has been approved, you will receive a copy of the approved permit, confirming your reservation along with the facility rental reservations. You must bring a copy of your approved permit with you on the day of your function. **The requested facility use shall be subject to the attached 1) Fee Schedule, 2) Athletic Facility Use & Sports Policy, and 3) execution of a Facility Use Agreement.**

### Applicant's Contact Information

Individual/Organization "Applicant" Name: South Florida Bible College/ LFV Athletics

Contact: Paul Godoy Address: 2200 sw 10th st, Deerfield Beach, fl 33442

Email Address: athletic.rep@sfbc.edu

Home Phone: \_\_\_\_\_ Cell Phone: 954 678 8380

☒ Resident ☐ Non-Resident

Requested Facility (please see exact facility on reverse side): Oveta Soccer Field

Event Date(s): Aug-3,4,5,6,10,11,12,13,17,18,19,20,24,25,26,27,31 Sept-1,2,3,8,9,10,14,15,16,17,21,22,23,24,28,29,30 Oct- 1,5,6,7,8,12,13,14,15,19,20,21,22,26,27,28,29

Start Time (including set-up): 7:00 AM End Time (including clean-up): 8:30 AM

Purpose/Reason for Use: Practice

Number of People Expected: 30 Fee (refer to fee schedule): \_\_\_\_\_

### Applicant's Waiver & Release

The Applicant shall indemnify, defend, and hold the City, including City's officers, agents, and employees (collectively, the "City"), harmless against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) and causes of action of any kind or nature whatsoever, arising from the acts, omissions, or negligence of the Applicant or its officers, agents, or employees, volunteers or invitees, or the Applicant's use and occupancy of the City facilities, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City in any such suit or action. Failure to comply with this obligation to indemnify the City shall result in the revocation of this Permit and may result in denial of future use of City facilities.

By signing below, I acknowledge and agree that:

I HAVE CAREFULLY READ THIS APPLICATION AND ATTACHED ATHLETIC FACILITY USE AND SPORTS POLICY AND FULLY UNDERSTAND THEIR CONTENTS AND AGREE TO THE TERMS CONTAINED THEREIN. To the extent I am submitting this Application on behalf of an organization, I represent and affirm I have the authority to execute this Application and bind the organization to the aforementioned terms.

Applicant's Signature: Paul Godoy

Date: 6/11/2026

Jean Germil Nguyen Jean Germil Nguyen

Date: 7/13/2026



## Required Information – Must be completed

Will you be bringing/installing any tents? ☐ Y ☒ N If yes, how many? \_\_\_\_\_

Will you be bringing a grill? ☐ Y ☒ N If yes, how many? \_\_\_\_\_

Any large equipment (example: bounce houses, etc.)? NO \_\_\_\_\_

Will you be requesting field lining? ☒ Y ☐ N If yes, what sport? \_\_\_\_\_

Will you be requesting field lighting? ☐ Y ☒ N If yes, how many hours? \_\_\_\_\_

| Constitution Park                                                                                                                                                                                                                                                      | Oveta McKeithen Recreational Complex                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Tennis Courts: # _____ Requested<br><input type="checkbox"/> Basketball Court                                                                                                                                                                 | <input type="checkbox"/> Multi-Purpose Front Field<br><input checked="" type="checkbox"/> Multi-Purpose Back Field<br><input type="checkbox"/> Basketball Courts: # _____ Requested<br><input type="checkbox"/> Gymnasium<br><input type="checkbox"/> Baseball Field #1<br><input type="checkbox"/> Baseball Field #2<br><input type="checkbox"/> Baseball Field #3 |
| Middle School Athletic Complex                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                     |
| <input type="checkbox"/> Multi-Purpose Field<br><input type="checkbox"/> Track<br><input type="checkbox"/> Baseball Field #1<br><input type="checkbox"/> Baseball Field #2<br><input type="checkbox"/> Baseball Field #3<br><input type="checkbox"/> Baseball Field #4 |                                                                                                                                                                                                                                                                                                                                                                     |
| Quiet Waters Athletic Park                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                     |
| <input type="checkbox"/> Multiple Purpose Field<br><input type="checkbox"/> Baseball Field                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                     |
| Ecidar Park                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                     |
| <input type="checkbox"/> Tennis Courts: # _____ Requested                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                     |
| Crystal Heights Park (South)                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                     |
| <input type="checkbox"/> Sand Volleyball Court                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                     |
| Mayo Howard Park                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                     |
| <input type="checkbox"/> Sand Volleyball Court                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                        | Pioneer Park                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Tennis Courts: # _____ Requested<br><input type="checkbox"/> Baseball Field<br><input type="checkbox"/> T-Ball Field                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                        | Public Beach                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Volleyball Courts: # _____ Requested                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                        | Johnie McKeithen Park                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Sand Volleyball Court                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                        | Villages of Hillsboro Park                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Tennis Courts: # _____ Requested<br><input type="checkbox"/> Basketball Courts: # _____ Requested<br><input type="checkbox"/> Sand Volleyball Court                                                                                                                                                                                        |



## City of Deerfield Beach Athletic Facility Use Fee Schedule

|                                                                       | Resident   | Non-Resident |
|-----------------------------------------------------------------------|------------|--------------|
| Football/Soccer (2 hours, no lights)                                  | \$100      | \$200        |
| Football/Soccer (2 hours, lights)                                     | \$150      | \$300        |
| Baseball/Softball (2 hours, no lights)                                | \$50       | \$100        |
| Baseball/Softball (2 hours, lights)                                   | \$100      | \$200        |
| Sand Volleyball                                                       | \$25       | \$35         |
| Gymnasium*                                                            | \$125/hour | \$250/hour   |
| * Security Deposit Required: \$150                                    |            |              |
| Field Lining                                                          |            |              |
| Baseball/Softball Per Lining                                          |            | \$50         |
| Football, Soccer, Rugby, Lacrosse Per Lining                          |            | \$200        |
| Special Events                                                        |            |              |
| Payment submitted with permit                                         |            |              |
| Permits are obtained through the Community Events & Outreach Division |            |              |



June 15, 2026

Dear City of Deerfield Beach Representatives,

Vendor Authorization Notice

This letter serves as formal notification that Paul Godoy & Fernando Valenzuela with LFV ATHLETICS, INC. (LFV) are an authorized vendor of South Florida Bible College (SFBC), located at 2200 SW 10<sup>th</sup> St., Deerfield, FL 33442, in their capacity as the operators of the newly formed SFBC Intercollegiate Athletic Department. In that capacity, LFV is authorized to enter and execute agreements, contracts, and other related documents for the usage of facilities by the SFBC Athletic Department and its student-athletes. This authorization applies only to facility usage contracts to be used by the SFBC Athletic Department student-athletes and no other contracts. SFBC reserves the right to revoke this delegation of authority at any time upon written notice to LFV.

SFBC is excited for the opportunity to partner with the City of Deerfield Beach as we grow our Athletic Department. We believe in having strong working relationships with our partners and appreciate your time in working with LFV on the hours and rates the Athletic Department will need this upcoming year.

Sincerely,

Germil Agenor  
Vice President, Enrollment Management  
South Florida Bible College  
954.637.2285  
Germil@sfbc.edu